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PayPal Campaign Fundraising Terms and Conditions

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Effective Date: June 22, 2022

Contracting Party and Scope of these Terms

By using the PayPal campaign fundraising feature, you agree to these terms and conditions (“Terms”). In these Terms, we use the terms “PayPal” or “we” to refer to PayPal Pte. Ltd. These Terms govern your use of campaign fundraising and supplement the [PayPal User Agreement](#) which governs your use of your account with PayPal and the PayPal services. These terms apply only to business account holders who use the campaign fundraising feature to create campaigns to receive donations. These terms do not apply to personal account holders, nor do they apply to donors making donations.

By using the campaign fundraising feature, you agree to comply with all the terms and conditions in these Terms and all other terms and policies linked or otherwise referenced in these Terms, all of which are incorporated by reference into these Terms. We may terminate, cancel, suspend, amend, or otherwise modify these Terms at any time consistent with the PayPal User Agreement, subject to applicable law. By continuing to use campaign fundraising after any changes to these Terms become effective, you agree to abide and be bound by those changes.

If there is any conflict between these Terms of Use and the PayPal [User Agreement](#), these Terms shall prevail with respect to the subject matter in these Terms.

Campaign Fundraising Description, Uses, and Compliance with these Terms

Campaign fundraising is a service offered by PayPal to allow you to create a campaign to raise money for your cause. We may also call such campaigns ‘fundraisers’ or ‘donation pages’.

All campaigns must be used in compliance with these Terms, as well as all other applicable PayPal terms and all applicable laws.

PayPal reserves the right to restrict the use of any campaign that does not comply with these Terms.

Creating a Campaign

You must have verified your account with PayPal and your PayPal account must be in good standing to use the campaign fundraising feature.

You shall accurately and honestly describe what donations to a campaign will be used for, and you must use donations for the purpose(s) stated in the campaign. You are solely responsible for any false, inaccurate, or misleading campaign or Campaign Content (defined below), and for any misuse of funds received from a campaign. You may only create a campaign on your own initiative. This means you have not been instructed by somebody else (for example the person benefitting from the campaign) to create the campaign, and you are not acting on behalf of anyone else. You agree to provide us with any information we may request and that we deem necessary to verify your compliance with these Terms as well as all other applicable PayPal terms and all applicable laws.

PayPal disclaims all liability and responsibility for the outcome or success of a campaign. You accept the risk and accept that the campaign may not be successful or that the campaign may experience changes, delays, or unforeseen challenges. PayPal does not guarantee or represent that donations will be used as described in the campaign or that the campaign will achieve its goals.

Public Display of your Campaign; Public Donation Information

The use of the campaign fundraising feature, including use of Campaign Content (defined below in “Campaign Content Standards”), is subject to PayPal’s [Privacy Statement](#).

The campaign and all its contents will be publicly available until the campaign is removed.

In addition, unless a donor to a campaign chooses to be anonymous, a donor’s name, donation amount, and picture will be publicly displayed on the campaign page.

Campaign Content Standards

In addition to the Prohibited Activities and Activities Requiring Approval in the [PayPal Acceptable Use Policy](#), you may not post any content for a campaign (“Campaign Content”) that:

- is false, misleading, deceiving, inaccurate, or dishonest;
- is defamatory or invasive of another person's right of privacy or right of publicity;
- is harmful, obscene, harassing, objectionable, violent, or condoning violence or harm, displaying nudity or sexual activity, or otherwise unfit for publication;
- incites hatred of animals or of individuals or groups based on race, ethnic origin, religion, nationality, disability, gender, age, veteran status, sexual orientation, or gender identity;
- infringes intellectual property or other proprietary rights of any party, or is not authorized, such as content that you did not create or do not have the permission to use;
- creates a privacy or security risk to any person or exposes others to harm;
- constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities or sales;
- is spam, chain letters, or pyramid schemes;
- promotes a chance to win through a contest, lottery sweepstakes, raffle, or giveaways;
- violates any laws; or
- in PayPal’s sole discretion, is objectionable or exposes others to harm or liability.

Prohibited Uses

You may not use PayPal Donations for the explicit or implicit purpose of or involving:

- a. any activity or purpose that violates any laws;
- b. any activity prohibited or restricted by [PayPal’s Acceptable Use Policy](#) or that PayPal deems in its sole discretion to be objectionable;
- c. any attempt to collect donations for activities, individuals, entities, or countries embargoed or blocked by any government, including those subject to comprehensive United States sanctions law or that violate any applicable sanctions laws;
- d. any attempt to collect donations for a minor without the permission of the minor’s guardian;
- e. supporting or encouraging criminal activity or violence, including human trafficking or exploitation;
- f. the sale of goods or services;
- g. marketing or promotional purposes;

- h. activities generally performed by law enforcement; or
- i. securities, investment opportunities, debt or equity, revenue sharing, annuities, investments, loans, etc.

You may not:

- a. support individuals associated with alleged financial crimes including corruption, bribery, tax evasion, fraud, or other similar activities;
- b. seek or accept any compensation in relation to your campaign;
- c. accept any donation that you know or suspect to be erroneous, suspicious, or fraudulent;
- d. publish or use content or information that violates the Campaign Content Standards (see above);
- e. offer any incentive, return, interest, benefit, “rewards”, or “perks” in return for a contribution to your campaign;
- f. falsely assert, suggest, or imply that contributions to a campaign are tax deductible;
- g. post private, confidential, or proprietary data or information about a third party, without the express consent of that third party; or
- h. engage in any other activity that is prohibited by the PayPal User Agreement, including the Acceptable Use Policy, or that PayPal deems in its sole discretion to be objectionable.

Intellectual Property

When you use the campaign fundraising feature, you represent and warrant that: (1) you have all necessary licenses, rights, consents, and permissions in your Campaign Content, and (2) Campaign Content is accurate and does not and will not infringe any third party’s intellectual property right, proprietary right, privacy right, confidentiality, right of publicity, or otherwise violate these Terms, other applicable PayPal terms, or other applicable law.

Tax and Other Legal Obligations

You are solely responsible for assessing, collecting, reporting, or remitting all taxes, duties, levies, charges or assessments applicable or payable in connection with donations received with the campaign fundraising feature.

PayPal does not offer any tax advice regarding donations. Before using the campaign fundraising feature, you should consult your own tax, legal, financial, or other advisor as appropriate.

PayPal will not provide donors with any tax donation receipts.

If you set up a campaign, you must ensure compliance with all applicable laws (including, for example, applicable consumer protection laws and state and federal laws on fundraising). If required under the applicable law, you are responsible to maintain appropriate registrations, licenses or for reporting donations received from the campaign or otherwise reporting your activities to the relevant authorities.

Actions which PayPal May Take

If we have reason to believe that you have engaged in any activities which violate these Terms, the PayPal User Agreement, or PayPal's Acceptable Use Policy, we may not only remove your campaign, hold the donations in your PayPal account, and limit, suspend, or close any and all PayPal services.

PayPal may also take the actions set out in section "Actions We May Take if You Engage in Any Restricted Activity" of the PayPal User Agreement.

Fees

The applicable Donation or Charity Transaction rates and all other applicable fees, as set forth on the [Merchant Fees](#) page, will apply.

Your Use of Donations

You own the money in your account with PayPal. However, you may not use donations for purposes other than the stated purpose in your campaign.

PayPal is under no obligation to monitor the use of donations made using the campaign fundraising feature and assumes no liability whatsoever if the donations are not used in accordance with the stated purposes. PayPal is not liable for, and assumes no rights, title interests in, or obligations related to the donations, which are personal payments received by you from donors. Any disputes with donors in relation to donations received using the campaign fundraising feature or use of the donations are your responsibility and no right, title, or interest arises in the donations by the donors who make the personal payment at their own risk.

However, if a donor believes you are not using the donations for the stated purpose, a donor can use the "Report Inappropriate Content" button to alert us to the potential issue for further review.

Submitting Intellectual Property Complaints

We respect the intellectual property of others and require that PayPal users comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion without incurring any obligation or liability to do so, limit or terminate the use of our products or services for users who use or publish content using PayPal that is subject to intellectual property rights claims.

PayPal will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). If any person believes their intellectual property rights have been infringed by content on a campaign, that person may request a removal of this content from our website by submitting a DMCA notification to infringementreport@paypal.com, by using [this form](#).

If you believe that content you posted using the campaign fundraising feature was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us by submitting a written notification to the email or address above pursuant to the DMCA.

We may terminate access to PayPal products or services in our sole discretion for allegations of infringement and we have a policy to terminate PayPal accounts of users against whom infringement allegations are repeatedly made.

Termination

You shall be bound by these Terms when you accept them by following the instructions on the PayPal website or mobile application. If you breach these Terms at any time, we reserve the right to terminate, suspend, or take any other action related to your account with PayPal and we may suspend your access to or remove your campaigns in our sole discretion.