

# PayPal Generosity Network Terms and Conditions

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Effective Date: 30 March 2022

## Contracting Party and Scope of these Terms

By using the PayPal Generosity Network (“Generosity Network”), you agree to these terms and conditions (“Terms”). In these Terms, we use the terms “PayPal” or “we” to refer to PayPal Australia Pty Ltd. These Terms govern your use of the Generosity Network as a donor or fundraiser, as described below, and supplement the PayPal [User Agreement](#) which governs your use of your PayPal account and the PayPal services. By using the Generosity Network, 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 User Agreement, subject to applicable law. By continuing to use the Generosity Network 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 and the PayPal [User Agreement](#), these Terms shall prevail with respect to the subject matter in these Terms.

## Generosity Network Description, Uses, and Compliance with these Terms

The Generosity Network is a service offered by PayPal as a platform to you (“Fundraiser Creator”) to create a fundraiser on the Generosity Network to raise money for yourself or for others in need (“Fundraiser”), and for contributors to a Fundraiser (“Donors”) to contribute funds (“Donations”) to a Fundraiser. All Fundraisers must comply with these Terms. PayPal reserves the right to remove or restrict the creation or publication of any Fundraiser that does not comply with these Terms or our User Agreement.

## Consumer Guarantees

A “Consumer Guarantee” is a right you may have under consumer protection laws against providers of goods or services. PayPal’s supply of services via the Generosity Network may be subject to Consumer Guarantees which cannot be excluded by contract. Nothing in these terms excludes, restricts or modifies the application of a Consumer Guarantee or any associated rights or entitlement to remedies (if applicable).

## Creating a Generosity Network Fundraiser

When you create a Fundraiser for: (1) yourself, your business or your charity; (2) your friends or family; or (3) any businesses, we call that a “Personal or Business Fundraiser”. When you create a Fundraiser to benefit an eligible charity, we call that a “Fundraiser for Charity” or “Charity Fundraiser”.

You may create **one Personal or Business Generosity Network Fundraiser at a time, but you may create more than one Fundraiser for Charity**. The maximum amount that may be collected on a Personal or Business Generosity Network Fundraiser is \$25,000 AUD. There is no limit on funds that can be raised for a Fundraiser for Charity. You must have verified your identity with PayPal and your PayPal account must be in good standing to create any Generosity Network Fundraiser. Your account with PayPal must remain in good standing throughout the entirety of the Fundraiser. Fundraisers may only last up to 30 days.

Fundraiser Creators shall accurately and honestly describe what the Donations will be used for, and the Fundraiser Creator must use the Donation for the purpose(s) stated in the Fundraiser. The Fundraiser Creator is responsible for any false, inaccurate, or misleading Fundraiser or Fundraiser Content (defined below), and for any misuse of Donations.

### **For Personal or Business Generosity Network Fundraisers**

If you collect Donations on behalf of someone else other than yourself, you agree to deliver all of the Donations to the ultimate beneficiary as soon as possible. You agree to provide us with any information we may request and that we deem necessary to verify your compliance with these Terms, including information and/or documentation that proves you have the authority to collect Donations on behalf of a beneficiary and how the Donations will be transferred to the beneficiary.

PayPal disclaims all liability and responsibility for the outcome or success of a Fundraiser. To the extent permitted by law and without limitation to the Consumer Guarantees (if applicable), Fundraiser Creators accept the risk and accept that the Fundraiser may not be successful or that the Fundraiser may experience changes, delays, or unforeseen challenges. PayPal does not guarantee or represent that Donations will be used as described in the Fundraiser or that the Fundraiser will achieve its goals.

### **For Generosity Network Fundraisers for Charity**

You may create multiple Generosity Network Fundraisers for Charity. For Generosity Network Fundraisers for Charity, you will nominate a charity to benefit from your Fundraiser by selecting from a list of eligible charities. PayPal Giving Fund (ABN 65 106 950 945) will receive all the Donations as the charity on record in its capacity as a Public Ancillary Fund and charity registered with the Australian Charities and Not-for-profits Commission with Deductible Gift Recipient status, subject to its [Donor Terms of Service](#), which is hereby incorporated into these Terms. Donations will be granted by PayPal Giving Fund to your recommended charity in accordance with its [Donation Delivery Policy](#), also incorporated by reference into these Terms.

In the rare case that PayPal Giving Fund cannot grant Donations to your selected charity, PayPal Giving Fund will reach out to Donors for another charity recommendation, and will reassign the donations to another similar charity if Donors do not respond.

Donors will receive an official tax donation receipt from PayPal Giving Fund for their Donation.

PayPal Giving Fund will only grant unrestricted funds to charities, which charities can apply as they choose in support of their overall mission. You may not create a Fundraiser for Charity that purports to restrict how the recommended charity may use the funds.

## **Public Display of your Fundraiser; Public Donation Information**

The use of the Generosity Network, including use of Fundraiser Content, is subject to PayPal’s [Privacy Statement](#).

When the Fundraiser you create is published, your name, PayPal profile photo, and the total amount you have collected will be publicly displayed on the Fundraiser, in addition to any other images, video, and/or information that you add when creating or modifying your Fundraiser. If you elect to share your Fundraiser only with people who have a link to your

Fundraiser, only people with the link to your Fundraiser will be able to see your name, PayPal profile photo, and the total amount you have collected, in addition to any other images, video, and/or information that you add when creating or modifying your Fundraiser.

Unless you have elected to share your Fundraiser only with people who have a link to the Fundraiser, we will include and display your Fundraiser on the Generosity Network which shall allow others to search for Fundraisers by zip code, category, keywords, etc. The Fundraiser and all its contents will be publicly available until it is removed from the Generosity Network.

After the Fundraiser expires, the Fundraiser will automatically be removed from the Generosity Network (if applicable); the Fundraiser will still be viewable from its unique link, but the donate button will be disabled without the ability to reactivate.

In addition, unless a Donor chooses to be anonymous, a Donor's name, donation amount and picture will be publicly displayed on the Generosity Network Fundraiser. If you elect to share your Fundraiser only with people who have a link to your Fundraiser, only people with the link to your Fundraiser will be able to see Donors' names, donation amounts, and pictures.

Even if a Donor elects to be publicly anonymous, the Fundraiser Creator will see a Donor's details.

Unless a Donor elects to be anonymous when donating to a Fundraiser for Charity, the Donor's name, donation amount, and picture will be publicly displayed on the Generosity Network Fundraiser, and the Donor's name, email and donation amount will be shared with the recommended charity. For all Donations to a Fundraiser for Charity, a Donor's name, email, and donation amount is shared with PayPal Giving Fund as the charity receiving the donation, and will be treated in accordance with [PayPal Giving Fund's Privacy Policy](#).

## **Generosity Network Fundraiser Content Standards**

In addition to the Prohibited Activities and Activities Requiring Approval in the [PayPal Acceptable Use Policy](#), you must not post any content within the Fundraiser ("Fundraiser 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, or sexual orientation/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;
- for Fundraisers for Charity, restricts how the recommended charity may use the funds;
- violates any laws;
- includes a link to another website; or
- in PayPal's sole discretion, is objectionable or exposes others to harm or liability;

If you create a Fundraiser to support others in need, please be respectful of their privacy. You need to ensure that intended beneficiaries consent to their name being used, their photo or likeness being displayed.

## **License Grant and Legal Rights in Fundraiser Content**

Fundraiser Content remains the property of the Fundraiser Creator. The Fundraiser Creator hereby grants to PayPal and its affiliated companies and users a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, and irrevocable license to duplicate, copy, display, publish, upload, perform, distribute, modify, create derivative works, delete, post, forward to others, and otherwise use your Fundraiser Content, and associated intellectual property and publicity rights, in connection with the operation of the Generosity Network or the promotion, advertising, or marketing thereof, in any form, medium or technology now known or later developed.

As a Fundraiser Creator, you further represent and warrant that: (1) you have all the licenses, rights, consents (including, but not limited to, moral rights consents), and permissions in your Fundraiser Content necessary to make this license and grant, and (2) Fundraiser 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, moral rights or otherwise violate these Terms or applicable law.

## **Donations Collected through a Generosity Network Fundraiser**

When you collect Donations through a Personal or Business Generosity Network Fundraiser, the Donations will be held in your PayPal account under a separately labelled balance. The funds in this separately labelled balance must be transferred into your PayPal balance before use, transfer or withdrawal for the stated purposes of your Generosity Network Fundraiser only. The use, transfer, or withdrawal of the Donations are governed by the PayPal User Agreement.

Your Generosity Network Fundraiser is not a separate account with PayPal and it is not a bank account, collective investment, investment, or savings account. You will not earn interest on Donations you collect with a Generosity Network Fundraiser. Fundraisers are intended for short-term use. They are not meant to be used for long-term or indefinite holding of funds.

For Fundraisers for Charity, Donations are made directly to PayPal Giving Fund, which will grant the funds to your recommended charity in accordance with its [Donation Delivery Policy](#). See "Creating a Generosity Network Fundraiser: For Generosity Network Fundraisers for Charity," above.

## **Prohibited Uses**

You must not use the Generosity Network 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. a political campaign or otherwise for the benefit of a political party, political figure, or candidate for office;
- f. supporting or encouraging criminal activity or violence, including human trafficking or exploitation;
- g. the sale of goods or services;
- h. marketing or promotional purposes;
- i. activities generally performed by law enforcement; or
- j. securities, investment opportunities, debt or equity, revenue sharing, annuities, investments, loans, etc.

You must not, through Generosity Network:

- 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 Fundraiser;
- 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 Generosity Network Fundraiser Content Standards (see above);
- e. offer any incentive, return, interest, benefit, “rewards”, or “perks” in return for a contribution to your Fundraiser;
- f. falsely assert, suggest, or imply that contributions to the Fundraiser 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.

## **Tax and Other Legal Obligations**

Personal or Business Fundraiser Creators or other people benefiting from the Donations are solely responsible for assessing, collecting, reporting, or remitting all taxes, duties, levies, charges or assessments applicable or payable in connection with contributions made to the Personal or Business Fundraiser.

Donations made to a Personal or Business Fundraiser are generally not tax-deductible under applicable law. PayPal does not offer any tax advice regarding Donations. Before using the Generosity Network, you should consult your own tax, legal, financial, or other advisor as appropriate.

Donations of \$2 and over made by Australian taxpayers to a Fundraiser for Charity are generally tax deductible to the extent permitted by law. Donors can add together a series of donations made to PayPal Giving Fund within the income year and if the donations add up to \$2 or more, the Donor can claim these gifts as a tax deduction for that income year. Donors will receive an official tax donation receipt from PayPal Giving Fund. See “Creating a Generosity Network Fundraiser: For Generosity Network Fundraisers for Charity,” above.

If you set up a Generosity Network Fundraiser, you need to ensure compliance with all applicable laws (including, for example, applicable consumer protection laws and state and federal laws on fundraising). As the Fundraiser Creator, you would be the party that is soliciting donations from the public and conducting a fundraising appeal. If the Generosity Network Fundraiser that you create will be receiving funds from Donors in the different States and Territories in Australia, you must ensure that you and the Fundraiser comply with all applicable fundraising laws in those jurisdictions, including potentially applying for multiple fundraising licences, permits or registrations.

PayPal is not responsible or liable in any way in relation to the Fundraiser Creator’s failure to comply with the fundraising laws in the relevant States and Territories in Australia. PayPal does not offer any advice regarding the applicable fundraising laws. Before using the Generosity Network, you should consult your own tax, legal, financial, or other advisor as appropriate.

## **Your Rights and Obligations as a Donor to or Beneficiary of a Generosity Network Fundraiser**

This section is to the extent permitted by law and without limitation to the Consumer Guarantees (if applicable).

All Donations to a Generosity Network Fundraiser are done at the Donor’s own risk and PayPal bears no liability whatsoever in this regard. It is the Donor’s responsibility to understand how the Donation will be used and by whom. The Fundraiser category is provided as a convenience and not a guarantee. Donors cannot rely on PayPal to determine whether any Fundraiser category or Fundraiser Content may be inaccurate. If the Donations for a Fundraiser are not used for the stated purpose, the Donor’s only recourse is against Fundraiser Creator. PayPal is not obliged to monitor whether the use of the Donations is in accordance with the stated use. PayPal has no liability whatsoever towards any beneficiary of the Fundraiser.

## **Actions which PayPal May Take**

PayPal may remove a Fundraiser and its contents at any time if we have reasons to believe that a Fundraiser has engaged in any activities which violate these Terms, the PayPal User Agreement, or PayPal’s Acceptable Use Policy. In addition, PayPal may also hold the Donations in the Fundraiser’s PayPal account, or limit, suspend, or close any and all PayPal services.

PayPal’s additional rights are set out in section “Actions We May Take if You Engage in Any Restricted Activity” of the PayPal User Agreement.

## **Fees**

For Personal or Business Fundraisers, the applicable standard Commercial Transaction rates or rates for registered charities (as the case may be), and all other applicable fees, set out in the [Combined Financial Services Guide and Product Disclosure Statement](#) (“CFSGPDS”) will apply.

For Charity Fundraisers, the Fundraiser Creator will not be charged a fee for receiving donations through Generosity Network. However, cross-border fees, currency conversion fees may still apply as set out in our [CFSGPDS](#).

## **Refunds**

All Donations are final and will not be refunded. If Donor wishes to receive a refund of the Donation, the Donor will need to contact the Fundraiser Creator directly to request a refund. PayPal has no obligation to participate or become involved in any dispute between Donor and Fundraiser Creator regarding any refund.

## **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 of your Fundraiser as listed on the Generosity Network Fundraiser.

This paragraph is to the extent permitted by law and without limitation to the Consumer Guarantees (if applicable). PayPal is under no obligation to monitor the use of the Donations collected on the Fundraiser and will incur no liability whatsoever if the Donations are not used in accordance with the stated purposes of the Fundraiser. PayPal is not liable and assumes no rights, title, or obligations in relation to the Donations collected in the Fundraiser which are personal payments received by you from your Donors. Any disputes with Donors in relation to the Fundraiser or your 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 you believe a Fundraiser or Fundraiser Creator is not using the Donations for the stated purpose, you can use the “report” button on the Fundraiser 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 and users of the Generosity Network comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Generosity Network 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 you believe your intellectual property rights have been infringed by content on the Generosity Network platform, you may request a removal of this content from our website by submitting a DMCA notification to [infringementreport@paypal.com](mailto:infringementreport@paypal.com), by using [this form](#), or by submitting a DMCA notification to:

PayPal, Inc.

Attn: PayPal Acceptable Use Policy

2211 North First Street San Jose, CA 95131

Fax number: 1-402-537-5774

If you believe that content you posted on the Generosity Network 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 an infringer’s access to PayPal products or services in our sole discretion and we have a policy to terminate PayPal accounts of repeat infringers.

**Termination**

You shall be bound by these Terms when you accept them by following the instructions on the Generosity Network website or mobile application. Thereafter, these Terms will continue until terminated by either of us. 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 Fundraiser from the Generosity Network in our sole discretion. After termination of these Terms, we will exercise reasonable efforts to promptly remove your Fundraiser from the Generosity Network.

In the event the Generosity Network is terminated, we will maintain existing Generosity Network Fundraisers until they expire or are removed.

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