# **PayPal's Seller Protection Program**

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#### What's Eligible

If you sell a good or service to a buyer, you may be eligible for PayPal's Seller Protection program, which terms and conditions are set forth herein and form part of the <u>User Agreement</u>. When it applies, PayPal's Seller Protection program entitles you to retain the full purchase amount. PayPal determines, in its sole discretion, whether your claim is eligible for PayPal's Seller Protection program based on the eligibility requirements, any information or documentation provided during the resolution process, or any other information PayPal deems relevant and appropriate under the circumstances. There is no limit on the number of payments eligible for PayPal's Seller Protection program. By accessing the Transaction Details page in your PayPal account you can see transactions that may be eligible for protection under this program.

PayPal's Seller Protection Policy may apply when a buyer claims that:

- They did not authorise, or benefit from, funds sent from their PayPal account (referred to as an "<u>Unauthorised Transaction</u>" claim) and the Unauthorised Transaction occurs in an environment hosted by PayPal; or
- They didn't receive the item from you (referred to as an "<u>Item Not Received</u>" claim).

PayPal's Seller Protection Policy may also apply when a transaction is reversed because of a successful chargeback by a buyer or when a bank funded payment is reversed by the buyer's bank.

This section describes PayPal's Seller Protection Policy as it applies to you, but you should also be familiar with the <u>Impact of various Buyer Protection processes on sellers</u>.

## **Basic Requirements**

To be eligible for PayPal's Seller Protection program, all of the following basic requirements must be met, as well as any applicable additional requirements:

- You receive payment via PayPal from a buyer's PayPal account.
- You provide us with valid **proof of shipment or proof of delivery**.

- For eligible tangible items, unless we otherwise agree with you, you must ship the item to the shipping address on the transaction details page in your PayPal account for the transaction. Transactions involving items that you deliver in person in connection with payment made in your physical store, may also be eligible for Seller Protection, so long as the buyer paid for the transaction in person by using a QR code for goods and services transactions. The shipping requirement does not apply to eligible transactions involving items that you deliver in person, provided, however, that you will provide us with alternative evidence of delivery, or such additional documentation or information relating to the transaction that we may request.
- In the case of an Unauthorised Transaction claim, you must provide valid proof of shipment or proof of delivery that demonstrates that the item was shipped or provided to the buyer no later than two days after PayPal notified you of the dispute or reversal. For example, if PayPal notifies you of an Unauthorised Transaction claim on 1 September, the valid proof or shipment must indicate that the items was shipped to the buyer no later than 3 September to be eligible for PayPal's Seller Protection program.
- For eligible intangible items, unless we otherwise agree with you, they are subject to the **Intangible Item Additional Requirements**.
- You must respond to PayPal's requests for documentation and other information in a timely manner as requested in our email correspondence with you or in our correspondence with you through the **Resolution Centre**. If you do not respond to PayPal's request for documentation and other information in the time requested, you may not be eligible for Seller Protection.
- If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.
- On the Transaction Details Page, the payment must be marked "eligible" or "partially eligible" for PayPal's Seller Protection in the case of Unauthorised Transaction claims, or "eligible" for PayPal's Seller Protection in the case of Item Not Received claims,

PayPal determines whether your claim is eligible for PayPal's Seller Protection program. PayPal will make a decision, in its sole discretion, based on the eligibility requirements, any information or documentation provided during the resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

## **Item Not Received Additional Requirements**

To be eligible for PayPal's Seller Protection Policy for a buyer's Item Not Received claim, you must meet both the **basic requirements** listed above and the additional requirements listed below:

Where a buyer files a chargeback with the issuer for a card-funded transaction, the
item must be sent to the address we specify on the payment notification on the
Transaction Details page, which can be accessed by logging in to your PayPal
account.

## **Intangible Items Additional Requirements**

For the sale of intangible goods and services to be eligible for PayPal Seller Protection, the sale must meet the **basic requirements** and the following additional requirements:

- Integration requirements:
- Where you have integrated a PayPal checkout product, you must:
  - be using the current version of that product if you are accepting payments directly via a website or mobile optimised website; or
  - ensure you are passing session information to PayPal at checkout if you are integrated with PayPal via a third-party or if you have a native app integration.
- Other integration requirements may apply depending on your business model. We will let you know those requirements ahead of time, if needed.
- Delivered the item and provide <u>Proof of shipment or delivery for Intangible</u> Goods.
- PayPal has marked the intangible good transaction as "eligible" in the Transaction Details page or otherwise provided notice to you of eligibility in writing.

## Establishing proof of shipment or proof of delivery

The following is required as proof of shipment	nent or delivery for physical items:  Proof of delivery
Online or physical documentation from a shipping company that includes:	You'll need to provide compelling evidence that the item was delivered or the service
<ul> <li>An online and verifiable tracking number</li> <li>Date of shipment</li> <li>An official acceptance by the shipper, such as a postmark or online status. A status that shows the item was delivered showing at least the city, state and postal code</li> </ul>	<ul> <li>was fulfilled. Compelling evidence is any evidence available to prove that your customer received the goods or services, or otherwise benefited from the transaction and must include:</li> <li>An online and verifiable tracking number</li> </ul>

- of the buyer's address provided in the Transaction Details page is also acceptable.
- An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent), or a receipt from Australia Post showing at least the state, city and suburb (or international equivalent).

## **Examples include:**

- A copy of the shipping receipt or shipping label that includes the delivery address, or
- For Australia Post eParcel customers, a copy of the consignment information page which shows the delivery address and the online tracking code that can be used to confirm delivery, or
- A shipping code PayPal can use online to view the shipping status and delivery address. You can get this from TNT, DHL, FedEx, Skippy Post and other carriers, or

A receipt issued by the carrier, signed by the recipient acknowledging delivery.

- Date of delivery and the "delivered" status
- An address for the recipient that matches the shipping address on the Transaction Details Page.

IMPORTANT: Your choice of carrier and shipment options with that carrier can have a big impact on your ability to meet the proof of delivery requirements. Please ensure, especially when shipping goods internationally, that your carrier can provide 'delivered' status at the correct address, or your Seller Protection claim may be denied.

The following is required as proof of shipment or delivery for intangible items:

For intangible or digital items, proof of shipment or delivery means compelling evidence to show the item was delivered or the purchase order was fulfilled. Compelling evidence could include a system of record showing the date the item was sent and that it was either:

- Electronically sent to the recipient, including the recipient's address (email, IP, etc.), where applicable; or
- Received or accessed by the recipient

## Examples include:

- An extract of an online booking system for the issuance of tickets; or
- An internal system record showing the deployment or retrieval of a digital item.

The following is required as proof of shipment or proof of delivery:

For QR code transaction you may be required to provide us with alternative evidence of delivery, or such additional documentation or information relating to the transaction.

## **Ineligible Items and Transactions**

The following items or transactions **are not** eligible under PayPal's Seller Protection Policy:

- Real estate, including residential property
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational
  vehicles, aircraft and boats, except for personally portable light vehicles used for
  recreational purposes like bicycles and wheeled hoverboards
- Businesses (buying or investing in a business)
- Industrial machinery used in manufacturing
- Payments equivalent to cash, including stored value items such as gift cards and pre-paid cards
- Payments made in respect of gold (whether in physical form or exchange-traded form)
- Financial products or investments of any kind
- Gambling, gaming, and/or any other activities with an entry fee and a prize
- Donations, including payments received as crowdfunding or crowdlending
- Payments to a state-run body (except for state-owned enterprises), a government agency, or to third-party collecting payment on behalf of a state-run body or government agency
- Payments to any bill payment service
- Items where the buyer claims (either with us or their card issuer) that the item you sent isn't what was ordered (referred to as a Significantly Not as Described claim)
- Physical, tangible items delivered in person, including in connection with a
  payment made in your physical store, unless the buyer paid for the transaction inperson using PayPal's goods and services QR code
- Anything PayPal determines, in its sole discretion, is prohibited by this User Agreement or PayPal's Acceptable Use Policy, even if the transaction is initially marked as "eligible" or "partially eligible" on the Transaction Details page.
- Payments made using PayPal's Payouts (formerly Mass Pay)

- Personal payments including a payment sent using PayPal's friends and family functionality
- Payments not processed through a buyer's PayPal account, unless you receive PayPal guest checkout transactions and your business account is registered in the United States, the United Kingdom, Germany, Canada, Brazil, or Mexico
- Items where PayPal determines, in its sole discretion, that the item sold is counterfeit
- It involves activity that we reasonably believe to be fraudulent, whether or not within PayPal's system, and even if we initially labelled the item as eligible on the transaction details page
- Items sent after PayPal advised you not to release the item
- Travel tickets sold by a travel carrier where (1) the buyer claims (either with us or their financial institution) that it was an unauthorised transaction; and (2) such claim was filed more than 24 hours before the travel date.

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