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# PayPal Partner Fundraising Platform

## Terms and Conditions

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Effective Date: June 17, 2022

These Terms and Conditions (“Terms”) constitute a legal agreement between you, PayPal do Brasil Serviços de Pagamentos Ltda. (“PayPal”), a company organized and existing under the laws of Brazil, enrolled in the Corporate Taxpayers’ Identification Number with the Register of the Federal Revenue of Brazil (“CNPJ”) under No. 10.878.448/0001-66, with offices in the City of São Paulo, State of São Paulo, at Avenida Paulista, 1048, 13th floor, CEP 01310-100 and, for funds granted by PayPal Giving Fund Ireland, also between, PayPal Giving Fund Ireland, a registered charity (No. 20205692) (collectively, “we” or “PayPal”). They govern your use of the PayPal Partner Fundraising Platform.

PayPal’s [User Agreement](#) governs your use of your PayPal account and the PayPal services. Section ‘[Other Legal Terms](#)’ of PayPal’s [User Agreement](#) is incorporated by reference into these Terms.

By enrolling in the PayPal Partner Fundraising Platform, you agree to allow PayPal to fundraise on your behalf on the PayPal site (including website, mobile app, etc). All donations made through the PayPal Partner Fundraising Platform will be credited directly into your PayPal account.

### 1. Participating Partners

Enrolling in the PayPal Partner Fundraising Platform also allows independent partners (“Partners”) to fundraise for you. All such Partners are vetted by PayPal. You can see the [list of Partners](#), a description of their business, and any associated fees. PayPal will notify you of any new Partners added to the platform 30 days in advance. You may decide not to work with a particular Partner, or all of them, by contacting PayPal Customer Support.

### 2. Fees

If you accept the Partners in line with the process set out in section 1 above, you agree with the fees charged by such Partners and authorise PayPal to bind you to a contract with such Partner solely for that purpose.

For donations made on the PayPal site through the PayPal Partner Fundraising Platform, PayPal covers the transaction fees for donations.

If you receive donations on a Partner's site, PayPal transaction fees apply. See our [Merchant Fees Page](#).

In addition to PayPal fees, if you receive donations on a Partner's site, the Partner may charge you fees up to 5% of the transaction amount ("Partner Fees"), and you will be informed and agree to the Partners' fees in advance pursuant to the process set out in section 1 above.

### **3. Permissions**

You grant PayPal the following permissions, and authorise PayPal to forward these permissions (or a subset of these permissions) on your behalf to existing and future Partners:

- a. payment instructions submitted to PayPal by a Partner in relation to your donors' payments shall be deemed as if submitted and authorised by you and/or on your behalf;
- b. instructions for a split payment submitted by the Partner shall be deemed as if submitted and authorised by you and/or on your behalf an instruction for a split payment is your request to us to: (i) deduct the Partner Fees (you owe to the Partner) from the payment due by PayPal to you in relation to your donation payment transactions, and (ii) to arrange for this specific amount to be paid by us directly to the Partner on your behalf;
- c. request that the refund request submitted to us by the Partner shall be deemed as if submitted and authorised by you and/or on your behalf;
- d. authorise us to automatically put on hold and make unavailable to you the payment transaction funds, after they have been credited to your PayPal account, until the earlier of the two events take place: (1) we receive a payout instruction from the Partner, or (2) a period of twenty-eight (28) days from the date of the payment transaction expired;
- e. authorise the Partner to instruct us on your behalf to release the payment transaction funds to your PayPal account, after they have been put on hold as per the above. Such instruction from the Partner to us on the release of the payment transaction funds to your PayPal account cannot be discretionary. Partner shall in the absence of any other objective agreed criteria, that PayPal may agree with Partner on your behalf, trigger the release of the funds. Where Partner has not instructed us to release the payment transaction funds to your PayPal account after a period of twenty-eight (28) days, we shall initiate such a release automatically; and
- f. authorise PayPal to share transaction data and PayPal dispute data with the Partner.

You can cancel these permissions at any time for each partner to which the permissions have been granted by contacting [PayPal Customer Service](#). If you want to revoke your authorisation for all Partners, and no longer participate in the PayPal Partner Fundraising Platform, you need to contact Customer Service. In case you revoke an authorisation or your Participation in the PayPal Partner Fundraising Platform, you will no longer be able to receive our services via the PayPal Partner Fundraising Platform or the specific Partner.

### **3. Eligibility**

You must be a registered charity to enrol in [or with?] the PayPal Partner Fundraising Platform.

To do so, you must provide all information requested during enrolment, including: a description of your charity, its charitable status, a call to action for your charity, your charity's logo, your charity's cause areas, and any keywords to assist donors to find your charity. You agree to provide accurate information and keep your information up to date.

PayPal can terminate or suspend your participation in the platform at any time without prior notice if we reasonably believe that:

- a. you do not meet the requirements in this section 3;
- b. your information provided according to this section 3 is outdated;
- c. you lose or cannot provide ongoing evidence for your charitable status; or
- d. you violate any of your obligations of the PayPal User Agreement or any other agreement you have agreed with PayPal.

This termination right does not restrict any of PayPal's rights under [PayPal's User Agreement](#) or any other agreement between you and PayPal.

### **4. Licenses**

For the time you participate in the PayPal Partner Fundraising Platform, you hereby grant PayPal a non-exclusive license to use your name, logo, and call to action to identify your organization on the PayPal Partner Fundraising Platform, and on other websites and services with which we may partner, as well as related marketing materials, such as marketing emails. We acknowledge that you retain ownership of your trademarks, trade names and servicemarks and any associated goodwill.

### **5. Funds granted by PayPal Giving Fund Ireland**

Participation in the PayPal Partner Fundraising Program allows you to benefit from grants made by PayPal Giving Fund Ireland to you as a result of donations from donors in Ireland and other countries subject to the conditions set out in this section 5 ("Grants"). The Grants will be transferred to you by PayPal Giving Fund Ireland into your PayPal account.

You may decide not to benefit from such Grants of PayPal Giving Fund Ireland. You will be offered an option to decline availability of the Grants from PayPal Giving Fund Ireland during the enrolment process with the PayPal Partner Fundraising Program; you will also be able to decline or sign back up by contacting PayPal Customer Support at any time, subject to two weeks' prior notice.

You agree that you will not be allowed to receive donations from donors in Ireland or other countries of any amount higher than USD 10,000.00 (or its equivalent in other currencies).

The Grants made available under this section 5 must be used subject to the following conditions:

The funds we, PayPal Giving Fund Ireland, grant to you must be used exclusively for charitable purposes as recognised under the laws of Ireland. For further information about those purposes, please see the Charities Regulatory Authority's ("CRA") guidance. For your convenience, we also summarised the requirements in Annex 1 below.

You agree to respond promptly to any reasonable request from us for information about your use of funds which we have granted you.

You confirm that your organization is established for a charitable purpose in Brazil and is appropriately registered and regulated as a charity in that jurisdiction. If your charity is not registered, and has purposes that diverge from those recognised as charitable in our [summary](#) or the CRA's guidance, you should follow recommended accounting practice and treat the funds you receive from us as limited for accounting purposes, recognising the funds in any published accounts.

Irish Charity and company law requires you to maintain records of receipts and expenditures of the funds for a period of at least seven years after the transaction was made.

You agree to respond to reasonable questions that we may pose to you and provide appropriate evidence, oral or written explanations, including the relevant records, to us about your performance of your obligations for the purpose of discussing, monitoring and evaluating your fulfilment of your obligations under these terms.

We may require you to repay the funds to us within 14 days after notice from us if any of the following circumstances arise:

- a. you cease to operate, are declared bankrupt, become insolvent or enter into administration, receivership or liquidation;
- b. you have acted fraudulently, negligently or dishonestly, where such fraud, negligence or dishonesty has in our opinion had a material adverse effect on your use of funds you have received from us;

- c. we determine that the funds you have received from us have not been applied for purposes that are charitable under the laws of Ireland, or you have committed some other material breach of the grant conditions; or
- d. we have made an overpayment to you, and have notified you of the overpayment but you have failed to reimburse us for it.

## **6. Revision of these Terms and Termination**

We may revise these terms or terminate these Terms and/or The PayPal Partner Fundraising Platform with prior notice following the same procedure as set out for revising the PayPal [User Agreement](#) in the section “Welcome to PayPal” of the PayPal [User Agreement](#).

If you breach these Terms at any time, we reserve the right to terminate, suspend, or take any other action related to your PayPal account and we may suspend your access to or remove your charity from the PayPal Partner Fundraising Platform in our sole discretion. After termination of these Terms, we will exercise reasonable efforts to promptly remove your charity from the PayPal Partner Fundraising Platform.

## **Annex 1. Summary of Charitable Purposes under Irish law**

The Charities Act 2009 (the “**2009 Act**”) lists four categories of charitable purpose under Irish law, and charities must pursue such purposes only, for the public benefit. They retain and extend the common law definition first identified in the *Pemsel*<sup>1</sup> case. They are:

**i. The prevention or relief of poverty or economic hardship**

Includes relief of any form of necessity, destitution or helplessness. There must be sufficient links between the activities of the organisation and a measurable effect upon the beneficial class whose poverty or economic hardship is being prevented or relieved.

**ii. The advancement of education**

Includes a wide range of educational organisations including pre-school groups, schools, colleges, adult learning, research bodies, think tanks, professional institutes, museums and libraries.

**iii. The advancement of religion**

Includes organisations which promote or maintain or practice religion.

iv. **Purposes that are of benefit to the community include the:**

- Advancement of community welfare, including the relief of those in need by reason of youth, age, ill-health, or disability.
- Advancement of community development, including rural or urban regeneration.
- Promotion of civic responsibility or voluntary work.
- Promotion of health, including the prevention or relief of sickness, disease or human suffering.
- Advancement of conflict resolution or reconciliation.
- Promotion of religious or racial harmony and harmonious community relations.
- Protection of the natural environment.
- Advancement of environmental sustainability.
- Advancement of the efficient and effective use of the property of charitable organisations.
- Prevention or relief of suffering of animals.
- Advancement of the arts, culture, heritage or sciences.
- Integration of those who are disadvantaged, and the promotion of their full participation, in society.

The following are not recognised as charitable purposes under the 2009 Act:

- i. advancement of sport;
- ii. advancement of trade unions, representative bodies of employers or chambers of commerce;
- iii. advancement of a political party or a body promoting a political cause (unless relating to advancement of a charitable purpose);
- iv. a body that promotes purposes that are unlawful, or contrary to public morality or public policy, or support terrorism or terrorist activities whether in the State or outside the State;
- v. or benefit an organisation, membership of which is unlawful;
- vi. advancement of human rights, equality and diversity;
- vii. support of defence forces.

***The information contained here is a guide only and not a definitive interpretation of the law. If you have any doubt, please consult the Charities Regulatory Authority ([www.charitiesregulator.ie](http://www.charitiesregulator.ie)), or seek professional advice.***

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<sup>1</sup> Commissioners for Special Purposes of Income Tax v Pemsel [1891] A.C. 531.