

This user agreement will be effective for all users as of November 6, 2020.

## **Welcome to PayPal!**

This user agreement is a contract between you and 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, governing your use of your PayPal account and the PayPal services. If you are an individual, you must be a resident of Brazil, be at least 18 years old, and hold a valid individual taxpayer identification number with the Federal Revenue of Brazil (“CPF”) to open a PayPal account and use the PayPal services. If you are a business, the business must be a resident of Brazil, and hold a valid CNPJ, to open a PayPal account and use the PayPal Services.

By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement. You also agree to comply with the following additional policies and each of the other agreements on the Legal Agreements page that apply to you:

- [Privacy Statement](#)
- [Acceptable Use Policy](#)

Please read carefully all of the terms and conditions of this user agreement, the terms of these policies and each of the other agreements that apply to you. Also note that PayPal follows the procedures established in its Anti-Money Laundering and Countering the Financing of Terrorism Policy, which is summarized [here](#).

We may amend this agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If the changes reduce your rights or increase your responsibilities we will inform you at least 30 days in advance. We will inform you by email or by posting a notice on our Policy Updates page on our website.

By continuing to use our services after any changes to this user agreement, you agree to abide and be bound by those changes. If you do not agree with any changes you may close your account. This user agreement will continue to apply to your previous use of our services.

## **About our main business**

PayPal is a Payment Institution Issuer of E-Money licensed by the Central Bank of Brazil, pursuant to Law No. 12,865, of October 9, 2013, and, as such, offers payment services, as established in this agreement. PayPal is also an institutor of a closed-ended payment scheme of prepaid payment accounts exempted from authorization, pursuant to Circular No. 3,682 of November 4th, 2013, classified as a purchase scheme, domestic and cross-border, according to applicable regulation. PayPal services consist of the following: (i) enrollment of individuals and legal entities to accept PayPal as a payment method and receive payments resulting from the sale

of goods or services by electronic means, (ii) registration of individuals and legal entities to use PayPal as a payment method and send payments for the acquisition of goods or services by electronic means, (iii) management of the network of registered users and set of rules and procedures that govern the provision of payment services, which include capture, transmission, data processing and settlement of electronic payment transactions, and (iv) management of users' accounts. **PayPal does not provide services and does not perform activities provided and performed exclusively by financial institutions or insurance companies, such as banking, insurance or foreign exchange services.**

**Please note the following risks of using the PayPal services:**

- **by becoming a PayPal user, you will be able to act both as a paying user (buyer), using PayPal as a payment instrument to buy goods and/or services, or as a receiving user (seller), accepting PayPal as a payment instrument to sell goods and/or services. You may be a buyer and a seller at the same time, depending on the activity performed in relation to a certain payment transaction.**
- **If you qualify as a seller, the payments received in your account may be reversed at a later time, for example, if a payment is subject to a chargeback, reversal, claim, or is otherwise invalidated. This means that a payment may be reversed from your account after you, as a receiving user, have provided the goods or services that were purchased by a buyer.**
- **Sellers may lower the risk of a payment being reversed from their account by following the criteria set out in PayPal's Seller Protection Program and by following the other security guidelines provided in Security Center page on PayPal's website.**

**PayPal reserves the right to close, suspend, or limit your access to your account or to the PayPal services, and/or limit access to the funds held in your account for any of the reasons set out in this agreement, including if you violate this agreement, the PayPal Acceptable Use Policy, or any other agreement you may have entered into with PayPal, whether you are acting as a buyer or a seller.**

## **Opening an Account**

We offer two types of accounts: personal accounts and business accounts.

All PayPal accounts let you do things like:

- [Send](#) and [receive](#) payments.
- [Buy](#) things online, using mobile devices or in stores.
- Make payments using your credit card, debit card, bank account, PayPal balance or other payment methods.
- Accept credit card, debit card, bank account, PayPal balance or other payment methods from others.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your PayPal account

and the PayPal services. You must provide us with correct and updated information (including financial information, your mailing address, email address and other contact information, or other information related to you or your business) in your PayPal account profile.

**You consent to PayPal obtaining your personal and/or business credit report from a credit reporting agency (including SPC and/or SERASA) at account opening and whenever we reasonably believe there may be an increased level of risk associated with your account.**

**A PayPal account will only be qualified as a "payment account", as defined in article 6, IV, of Law No. 12,865, of October 9, 2013, and be subject to such law and applicable regulation when [Receiving Payments](#) or [Adding Money](#) (e-money).**

**If you act as a seller, accepting PayPal as a payment instrument to sell goods and/or services, you: (i) must provide PayPal with information about contracts entered into by you and non-financial institutions involving negotiation of receivables from PayPal's payment scheme; and (ii) authorize PayPal to send such information to a receivables registration system, pursuant to Circular BACEN No. 3,952/2019.**

## **Personal Accounts**

If you are an individual that holds a valid CPF and primarily needs to make purchases, a personal account is right for you. With a personal account you can do things like:

- Buy goods and services.
- Receive money for the sale of goods and services

If you plan to use your PayPal account primarily to sell things, then you should consider a business account.

You must only conduct transactions from your account and on your own behalf, and be the beneficial owner and the holder of the account.

## **Business Accounts**

You can open a business account if you are an individual or a legal entity or organization that holds a valid CPF or CNPJ and primarily uses PayPal to sell goods or services or accept donations. With a business account, you can do things like (as applicable):

- Use a company or business name as the name on your PayPal account.
- Allow employees access to some of the features of your PayPal account.
- Sign up for [PayPal products](#) that meet your business needs.

**By opening up a business account you certify to us that you are using it primarily for a business or commercial purpose.**

**You must be the holder of the account and inform PayPal, as and when requested: (i) the individuals authorized to represent it (managers and attorneys-in-fact), and (ii) the shareholding chain down to the individual level (the beneficial owner) or, for listed corporations and non-profit legal entities, down to their final controlling shareholders or partners, if any.**

## **Closing Your PayPal Account**

You may close your account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your PayPal account even after the PayPal account is closed. When you close your PayPal account, we will cancel any scheduled or incomplete transactions. You must [withdraw](#) or transfer any PayPal balance from your PayPal account before closing it.

In certain cases, you may not close your PayPal account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your PayPal account has a negative balance.
- If your PayPal account is subject to a hold, limitation or reserve.

PayPal may also close your account, at any time, due to breach of this agreement, disagreement, lack of commercial interest or in order to comply with applicable law and/or regulation. In that case, we will provide you with a prior written notice, by email, and make any unrestricted funds held in your PayPal account available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal user, or a third party caused by or arising out of your breach of this agreement, and/or your use of the PayPal services. Once your PayPal account is closed, we will inform you by email the date of effective closure. If you don't withdraw or transfer any unrestricted funds held in your PayPal account, these funds will be subject to applicable laws regarding unclaimed funds.

## **Link or Unlink a Payment Method**

You can link or unlink a credit card, debit card, or a Brazilian bank account to your PayPal account as a payment method. Please keep your payment method information current (i.e. credit card number and expiration date). If this information changes, we may update it using information and third party sources available to us without any action on your part. If you do not want us to update your card information, you may contact your issuer to request this or remove your payment method from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method.

Debit cards may only be used to make payments in Brazilian Reais. In addition, you may only link to your PayPal account debit cards issued by issuers and card networks that allow the use of such cards for payments with PayPal.

PayPal may request to verify your card to confirm that the card is valid and that you are the card owner. We will attempt to verify your card by charging a temporary random amount to your card of no more than R\$2.00. Please check the amount charged (in the credit card invoice if the amount is charged to a credit card or in your bank account statement in case of a debit card) and provide the amount to us in the registration entry on PayPal's website. If the amount matches, we will verify your account (meaning that PayPal has verified that you have legal control of and/or access to one or more of your payment methods registered with PayPal) and the amount charged by PayPal will be reversed. In case the card verification process is not completed within 60 days, the amount charged will be reversed and the account will remain unverified.

PayPal may also request to verify your bank account to confirm that you are the account holder by crediting twice some cents to the linked bank account. You must check the amounts credited in your bank account statement and inform them in the registration entry on PayPal's website. If the amounts match, your account will bear the status of a verified account.

If you link a debit card, you agree that it is your responsibility to ensure that you have sufficient funds in your bank account to enable payments; and if there are insufficient funds in your bank account, this may result in the payment being reversed (in this case, you may be charged a fee and/or interest by your financial institution).

If you link a bank account, you agree that you are the authorized person on the bank account. It is your responsibility to ensure that you have sufficient funds in your bank account and if there are insufficient funds in your bank account, this may result in the drawing being reversed (in this case you may be charged a fee and/or interest by your financial institution). Cancelling a direct debit authorization does not terminate any contract for services that exists between you and PayPal. Unlinking the bank account from your PayPal account does not cancel pending transactions that you may have already initiated and authorized. Direct debit is not available for all bank accounts and you should check with your financial institution to ensure that your bank account can accept direct debits. If any withdrawal is scheduled on a non-business day, it will be debited to the bank account on the next business day. Your personal information held by PayPal will be kept confidential except the information provided to the financial institution involved to initiate the drawing to the bank account, including in the event of a claim or an alleged incorrect or illegal debit. We may also disclose such information as required by law/regulation, by authorities or to defend PayPal's interests or rights.

## **Holding a Balance**

Any balance you hold in your PayPal account corresponds to e-money that may be used to make payments in Brazilian Reais for the acquisition of goods and/or services. Only when you receive a payment or when you add funds to your PayPal account via *boleto bancário*, pursuant to section [Adding Money](#) below (existence of e-money), will your PayPal account be qualified as a "payment account", as defined in article 6, IV, of Law No. 12,865, of October 9, 2013, and be subject to the provisions of applicable regulation.

PayPal holds users' balance in pooled amounts separate from PayPal's corporate funds, in accordance with applicable law and regulation. Such funds, which constitute separate property,

(i) are neither used directly or indirectly to cover any of PayPal's obligations, nor can be the object of attachment, replevin action, search and seizure or any other judicial measure concerning debits under PayPal's responsibility; (ii) are not part of PayPal's assets for the purposes of bankruptcy or judicial or extrajudicial liquidation; and (iii) cannot be offered as a guarantee of debts assumed by PayPal.

You will not receive interest or other earnings on amounts that you hold in your account, you agree to assign your rights to any interest or earnings to PayPal.

## **Adding or Withdrawing Money**

### **Adding money**

You may use the payment methods linked to your PayPal account to fund transactions using your PayPal account and you don't need PayPal balance to buy something.

If you hold a valid CPF and have a verified PayPal account, you may add funds in Brazilian Reals to your account by paying a *boleto bancário* issued on PayPal's website, up to the maximum amount of R\$4,999.00 per month. The funds will be added to your balance after the payment and settlement of the *boleto bancário*. The minimum amount required to issue a *boleto bancário* is R\$10.00. A *boleto bancário* that is not paid by its due date will be cancelled automatically. The *boleto bancário* issued on PayPal's website may not be used to receive payments from third parties.

### **Withdrawing money**

If you have a PayPal balance, you may withdraw any amount by transferring it to your local bank account registered with your PayPal account.

When you instruct us to withdraw any amount of your PayPal balance, subject further to this user agreement we will:

- convert the e-money to money that we can transfer to your bank account; and
- instruct our own bank to transfer that money to your bank account.

We aim to send the withdrawal payment instruction to our bank by the end of the next business day if there are no other delays subject to this user agreement. Once our bank receives our payment instruction, we have no control over how long the payment to you will take to complete. At this point, our bank, your bank and the payment systems that they rely on take over responsibility for getting the money to your bank account and this can affect the time it takes for you to receive your money.

[Fees](#) may apply to withdrawals.

### **Restrictions on transfers or withdrawals from PayPal accounts**

To protect you, our other users and us from loss and to allow us to comply with our anti-money laundering and other legal obligations, we may delay a withdrawal, in certain situations, including if we need to verify your identity or other information about your account, confirm that you have authorised the withdrawal or if payments to your PayPal account have been subject to a reversal (for example, as a result of a chargeback, bank reversal or dispute by a buyer). In addition, we may delay withdrawals of large sums of money while we perform a risk review. If we place a [limitation](#) on your PayPal account, a payment is subject to a hold, or your account or an associated account has a negative balance while a withdrawal from your PayPal account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off.

We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your PayPal account. You must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview) to lift your withdrawal limit.

### **International payments**

When transactions require a currency conversion, PayPal engages a licensed bank to perform the currency conversion. The exchange rate is determined based on rates available in the wholesale currency market and PayPal applies the [Currency Conversion Fee](#) to the exchange rate.

When your payment is funded by an international card and a currency conversion is necessary, you may:

- Use the conversion rate arranged by PayPal, based on rates available in the wholesale currency market, and pay in Brazilian Reais (if the card issuer allows this option). In this case, although the final price is shown in Brazilian Reais, this is an international payment subject to Tax on Financial Transactions (IOF), or
- Have your card issuer convert the currency of the card payment into the currency in which you send the payment from your PayPal account, if applicable for that card issuer and network. Your card issuer will determine the currency conversion rate and what fees they may charge.

It is your responsibility to pay any applicable importation taxes.

### **Account Statements and Requesting Additional Information**

You have the right to receive an account statement showing your PayPal account activity. You may view your PayPal account statement by logging into your PayPal account.

Key information relating to your payments will be provided to you via e-mail and your transaction history will also be updated and made available to you at any time by logging into your account. You can also access a downloadable report from your PayPal account. This will show all fees incurred and any other amounts charged to your PayPal account in the relevant period. The report will only be updated and made available if there has been any activity on your PayPal account or any fees have been incurred in the relevant period. The way in which we

provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy.

# PAYPAL USER AGREEMENT

## Sending Payments

You can send money to pay for goods and services from your PayPal account.

### When your payment is not accepted by the recipient

If we allow you to send a payment to someone who does not have a PayPal account, the recipient can claim the money by opening a PayPal account. If the recipient already has a PayPal account, they can refuse to accept the money.

If the recipient refuses to accept the money or doesn't open a PayPal account and claim the money within 30 days after the date it is sent, the money (including any fees you were charged) will be refunded to the original payment method or your PayPal account, in our discretion. See [Refunds to your account](#) for what can happen when your PayPal account receives a refund.

### Sending limits

We may, at our discretion, impose limits on the amount and value of payments you can make. You can view any sending limit by logging into your PayPal account. To lift your sending limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview).

## Buying Something From, or Returning Something to, a Seller Who Accepts PayPal

### How to buy something

You can buy something from a seller who accepts PayPal, in Brazilian Reals using the funds in your PayPal balance or using any [Payment Method](#) linked to your PayPal account. You can also buy something from a seller in any currency that the seller accepts and that PayPal supports using an international card linked to your PayPal account. This includes, for example:

- Buying something at an online retailer's website and selecting PayPal as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your PayPal account to buy something at a seller's physical store.

If you make a payment using a credit card as a funding method, you may choose to pay for goods and/or services in installments if such option is made available by the seller. In this case, you



must select the option of payment in installments in the "Payment Options", on PayPal's website's purchase completion chart (PayPal's Installment Payment Processing).

You can only send a payment to a seller located abroad if you have indicated an international card as a payment method.

If the seller you are buying from sells goods or services and that seller does not already have a PayPal account, they can claim your payment by opening a PayPal account. If they don't open a PayPal account within 30 days, your purchase will be refunded.

In order to manage risk, PayPal may limit the payment methods available for a transaction when you buy something. In addition, payment methods may be limited for certain sellers or if you make a PayPal payment through certain third-party websites or applications.

When you authorize a payment to a seller who accepts PayPal, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your PayPal account. In that case, your authorization of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the payment method, your debit or credit card issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction. Additionally, when you use a debit card as the payment method, your debit card issuer may set limits on the transaction amount and deny transactions that surpass such limits. You can check any applicable limits [here](#). If your payment requires a currency conversion, the transaction exchange rate will be determined and applied as described in the [International Payments](#) section and may be the rate at the time the payment is processed.

## **Fees**

When you buy something from a seller who accepts PayPal, you don't pay a fee to PayPal. If the transaction involves a currency conversion for your purchase, a [currency conversion fee](#) will be applied as described in the International Payments section.

Your credit card or debit card issuer may also charge you a separate fee for sending or receiving payments through your PayPal account. For example, you may be charged currency conversion fees, international transactions fees, or other fees even when your transaction is domestic, or does not require a currency conversion. PayPal is not liable for any fees charged to you by your credit or debit card issuer or any other financial institution.

If you make international payments using an international card as a payment method, such payments may be subject to taxation by Brazilian authorities. Please check the applicable taxation before you complete an international payment transaction.

## **Payment review**

When PayPal identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, PayPal may place a hold on the

transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

### **Automatic payments**

You can agree with a seller who accepts PayPal to use PayPal as the payment method for future purchases with that seller. This agreement is between you and the seller and allows you to pay the seller on a one-time, regular or sporadic basis. Examples of automatic payments that can be arranged by you either with a seller or with PayPal include those that PayPal calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized transfer" or "preapproved payment."

You may cancel an automatic payment up to 3 [Business Days](#) before the date of the next scheduled payment from your account settings or by contacting us through the [PayPal Help Center](#). You may also stop a Preapproved Payment by calling PayPal at 0800 047 4482. Once an automatic payment is canceled, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment, you may still owe the seller money for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for.

If you have authorized an automatic payment that involved a [currency conversion](#) for an automatic payment transaction, PayPal will use the transaction exchange rate (including PayPal's [currency conversion fee](#)) in effect at the time the automatic payment transaction is processed.

### **Refunds**

When you buy something from a seller online using PayPal and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a credit card, debit card or PayPal balance. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account, or to your PayPal balance if we cannot refund it to your bank account. For purchases you make in a seller's store location that you paid for using your PayPal account and the transaction is ultimately refunded, the money will be refunded to your PayPal balance.

If a currency conversion was performed for your transaction and a refund is issued:

- Within 1 day of the date of the original payment, the transaction exchange rate used at the time of the original payment will apply.
- Beyond 1 day of the date of the original payment, the transaction exchange rate (including a currency conversion fee) on the date of the refund will apply.

Money will be refunded in the currency you paid if refunded to an international card, and in Brazilian Reais if refunded to your bank account or PayPal balance.

## **Payment Method Used for My Transaction**

### **Selecting a preferred payment method**

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences on [www.paypal.com.br](http://www.paypal.com.br) or in the PayPal app. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions and automatic payments with a seller.

If you have chosen a preferred payment method, it will be shown as the primary method of payment. If you have not chosen a preferred payment method, it's still your choice.

The availability of certain payment methods may be limited based on that particular seller or the third party website you are using to complete the transaction.

If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you available payment methods, including the payment method you used most often or most recently, at the time of transaction. You can also click on the "Manage" link to see all of your available payment methods, or add a new one, and select a payment method during the transaction.

### **Backup payment method**

Certain one-time online transactions may require that a backup funding method be used in the event that your selected or preferred payment method is unavailable. In those instances, the backup funding method may be displayed to you on your transaction review page, before you complete the transaction. Note that this only applies for one-time, online transactions, and not for in-store or automatic payments. If PayPal determines currency conversion is necessary for a transaction that also requires a backup payment method, you may not be able to separately choose whether PayPal arranges or your card issuer performs the currency conversion on your backup payment method.

### **Automatic payments**

Some sellers allow you to store PayPal as the way to pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement with the seller that permits them to request that we charge your PayPal account each time you make a purchase.

For purchases of goods and services, you can select a payment method for future purchases with a particular seller either at the time of creating the agreement or in your account settings on [www.paypal.com/br](http://www.paypal.com/br). For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost. Note that in case of purchases in installments, your credit card will always be charged.

If your chosen payment method for purchases of goods and services is unavailable (e.g. credit card expired), a particular agreement with a seller does not provide for the ability to specify a payment method, or if you have not designated a payment method for future transactions with a seller, the payment method used will be in the following order, if applicable: 1. balance; 2. bank account; 3. debit card; 4. credit card.

You can cancel any agreement in your account settings on [www.paypal.com.br](http://www.paypal.com.br).

### **Bank account transfers**

When you use your bank account as a payment method, you are allowing PayPal to initiate a transfer from your bank account to the recipient. For these transactions, PayPal will make electronic transfers from your bank account in the amount you specify. You authorize PayPal to try this transfer again if the initial transfer is rejected by your bank for any reason.

### **PayPal's Purchase Protection Program**

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under PayPal's Purchase Protection program. When applicable, PayPal's Purchase Protection program entitles you to reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim qualifies for the Purchase Protection program. PayPal's original determination is considered final, but you may be able to file an appeal of the decision with PayPal if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process.

**IMPORTANT:** You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal's Purchase Protection program does not entitle you to reimbursement for the return shipping costs that you may incur.

PayPal's Purchase Protection program may apply when you encounter these specific problems with a transaction:

You didn't receive your item from a seller (referred to as an "Item Not Received" claim), or

You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

If you believe that a transaction made through your PayPal account was not authorized by you, this type of claim is different from the Purchase Protection program, and is described below under [Liability for Unauthorized Transactions and Other Errors](#).

### **Item Not Received claims**

Your claim **will not** qualify for a refund under PayPal's Purchase Protection program for an Item Not Received claim if:

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's store location, or
- The seller has provided proof of shipment or proof of delivery.

If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller for an Item Not Received claim even if you claim you did not receive the goods.

### **Significantly Not As Described claims**

An item may be considered Significantly Not as Described if:

- The item is materially different from the seller's description of it.
- You received a completely different item.
- The condition of the item was misrepresented. For example, the item was described as "new" but the item was used.
- The item was advertised as authentic but is not authentic (i.e. it is counterfeit).
- The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
- You purchased a certain number of items but didn't receive them all.
- The item was damaged during shipment.
- The item is unusable in its received state and was not disclosed as such.

An item may not be considered Significantly Not as Described if:

- The defect in the item was correctly described by the seller in its description of the item.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was described as "used."

### **Ineligible items and transactions under PayPal's Purchase Protection program**

Payments for the following are not eligible for reimbursement under PayPal Purchase Protection:

- Real estate, including residential property.
- Financial products or investments of any kind.
- Businesses (when you buy or invest in a business).
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats.
- Significantly Not as Described claims for wholly or partly custom-made items or items picked up in person.
- Donations including payments on crowdfunding platforms.
- Items prohibited by the PayPal [Acceptable Use Policy](#).
- Items for which importation is restricted by law or regulation.
- For Item Not Received claims, items which you collect in person or arrange to be collected on your behalf, including items bought in a seller's store location.

- Industrial machinery used in manufacturing.
- Anything purchased from, or an amount paid to, a government agency.
- Stored value items such as gift cards and pre-paid cards.
- Gambling, gaming and/or any other activity with an entry fee and a prize.
- Payments sent using PayPal to any bill payment service.
- Payments made using PayPal Payouts and Mass Pay or guest checkout transactions (i.e. not sent using your PayPal account).
- Insurances and/or its respective premiums, capitalization bonds and private pension plans.
- Items intended for resale, including single item transactions or transactions that include multiple items.

### **Transaction eligibility for PayPal's Purchase Protection program**

To be eligible for PayPal Purchase Protection you must meet all of the following requirements:

- Have a PayPal account in good standing.
- Pay for the eligible item from your PayPal account.
- Attempt to contact the seller to resolve your issue directly before filing a claim through the Resolution Center.
- Respond to PayPal's request for documentation and other information within the time requested.
- Open a dispute in the [Resolution Center](#) within 180 days of the date you sent the payment and follow our online dispute resolution process.
- Not have received a recovery or agreed to an alternative resolution related to your purchase from another source.

### **Our online dispute resolution process**

If you're unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the [Resolution Center](#) to pursue a claim under our Purchase Protection program. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

**Step 1: Open a dispute** within 180 days of the date you made the payment. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a [hold](#) on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

**Step 2: Escalate the dispute to a claim** for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the [Resolution Center](#). The seller or PayPal may also escalate the dispute to a claim at this point. PayPal may ask you to wait at least 7 days from the transaction date to escalate the dispute.

**Step 3: Respond to PayPal’s requests for documentation or other information**, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

**Step 4: Comply with PayPal’s shipping requests in a timely manner**, if you’re filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of delivery.

**Proof of delivery means:**

For transactions that total less than R\$1,750.00 (one thousand, seven hundred fifty Brazilian Reais) (or the currency threshold in the table below), confirmation that can be viewed online and includes the delivery address showing at least city/state or postal code, delivery date, and the identity of the shipping company you used.

For transactions that total more than R\$1,750.00 (one thousand, seven hundred fifty Brazilian Reais) (or the currency threshold in the table below) or more, you must also provide signature confirmation of delivery. If the transaction is in a currency not listed in the table, then signature confirmation is required when the payment exceeds the equivalent of R\$1,750.00 (one thousand, seven hundred fifty Brazilian Reais) at the exchange rate that applies at the time the transaction is processed.

<b>Signature confirmation currency thresholds</b>			
Currency	Transaction value	Currency	Transaction value
Australian Dollar:	850 AUD	New Zealand Dollar:	950 NZD
Brazilian Real:	1,750 BRL	Norwegian Krone:	4,600 NOK
Canadian Dollar:	850 CAD	Philippine Peso:	34,000 PHP
Czech Koruna:	15,000 CZK	Polish Zlotych:	2,300 PLN
Danish Krone:	4,100 DKK	Russian Ruble:	48,000 RUB
Euro:	550 EUR	Singapore Dollar:	950 SGD
Hong Kong Dollar:	6,000 HKD	Swedish Krona:	4,950 SEK

<b>Signature confirmation currency thresholds</b>			
Hungarian Forint:	170,000 HUF	Swiss Franc:	700 CHF
Israeli Shekel:	2,700 ILS	Taiwan New Dollar:	23,000 TWD
Japanese Yen:	77,000 JPY	Thai Baht:	24,500 THB
Malaysian Ringgit:	3,100 MYR	U.K. Pounds Sterling:	450 GBP
Mexican Peso:	10,000 MXN	U.S. Dollar:	750 USD

**Step 5: PayPal will make a final decision** (including automatically closing any dispute or claim), in its sole discretion, based on the eligibility requirements set forth above, any additional information provided during the online dispute resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

Note that when you are making [Digital Goods Micropayments Purchases](#), there are special rules that apply and that include pre-determined thresholds where we may, at our discretion, reverse the transaction without requiring you to take further action. We may limit the number of automatic reversals that you benefit from, but, even if that is the case, you will still be able to follow PayPal's standard dispute resolution processes described above.

### **Dispute with us or your card issuer**

If you used a credit card or debit card as the payment method for a transaction through your PayPal account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer. Applicable card chargeback rights may be broader than those available to you under PayPal's Purchase Protection program. For example, if you dispute a transaction with your card issuer, you may be able to recover amounts you paid for unsatisfactory items even if they don't qualify for protection under a Significantly Not as Described claim with us.

You must choose whether to pursue a dispute with PayPal under our Purchase Protection program, or to pursue the dispute with your card issuer. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we'll close your dispute/claim with us. This won't affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you



recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer). Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller's return policy.

# **PAYPAL USER AGREEMENT**

## **Selling and Accepting Payments**

### **Accepting Payments From Buyers for Goods and Services**

#### **Receiving payments**

If you use your PayPal account to receive payments for the sale of goods or services or accept donations, the balance resulting from such payments corresponds to e-money balance. You must pay any applicable fees for receiving the funds.

By integrating into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal (including any page for developers and our [Legal Agreements](#) page) or online platform.

When you receive a payment from a buyer located abroad, the amount will be converted to Brazilian Reais at the moment of the transaction. The currency conversions will be performed in accordance with section [International Payments](#).

#### **No surcharges**

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

#### **Presentation of PayPal**

You must treat PayPal payment methods or marks at least on par with any other payment methods offered at your points of sale, wherever PayPal's branded services are integrated, including your websites or mobile applications. This includes at least equal or better: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, and fees, in each case as compared to other marks and payment methods at your points of sale. Further, you must not present any payment method or mark upstream (or at an earlier point in the checkout experience) from the presentment of any of PayPal's services or marks.

In representations to your customers or in public communications, you must not mischaracterize any PayPal service as a payment method or exhibit a preference for other payment methods over any PayPal service. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the PayPal services payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

### **Taxes, information reporting**

It is your responsibility to determine which, if any, taxes apply to the payments you make or receive by means of the PayPal Services, and it is your responsibility to report, withhold, charge and/or remit, as applicable, the correct tax to the competent tax authority. PayPal is not responsible for determining whether taxes apply to transactions of buyers or sellers or for reporting, withholding and/or charging any taxes arising from any transaction made by them.

Please be advised that you, buyer, may be subject to withholding taxes and/or other tax liabilities with respect to importing goods or services from a foreign entity (seller located abroad). In addition, as a seller you may be subject to indirect taxes, VAT, sales tax, income tax, or other tax liabilities applicable to sellers of goods or services. It is your responsibility to check with your local accounting or legal/tax advisor to determine which taxes or ancillary tax obligations apply to you, and it is your responsibility to pay such taxes to the competent tax authority.

All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, or other deductions or withholdings, which must be carried out by the you, in accordance with applicable law in force at the time of the payments.

It is your responsibility to provide any and all statements or declarations to the competent authorities, including but not limited to the Central Bank of Brazil and the Federal Revenue of Brazil (for example, related to payments received as a result of export or import of goods and services).

### **Your privacy policy**

You must publish a privacy policy, where required by law.

### **Payment review**

PayPal reviews certain potentially high-risk transactions. If PayPal determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. PayPal will conduct a review and either complete or cancel the payment. If the payment is completed, PayPal will provide notice to you to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be

eligible for the PayPal Seller Protection if they meet the PayPal Seller Protection requirements. We will notify you by email and/or through your PayPal account.

### **Marketplace sellers**

If you're a seller on a marketplace or through a third-party application where PayPal is offered, you must comply with any rules that apply to the marketplace's or the third party application's buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

### **Accepting preauthorized payments**

As a seller, you can accept payments from a buyer's account through preauthorized transfers either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-approved payment " or "automatic payment."

If you receive preauthorized payments from buyers:

You must:	You must not:
Get each buyer's prior authorization for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorization, if a buyer has stopped or canceled a preauthorized payment.
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.	
Provide buyers the ability to stop any such payment up to 3 <a href="#">Business Days</a> before the date scheduled for payment.	

### **Transaction Fees for Online Payments**

#### **Fees for selling and receiving payments**

The fees for selling and receiving payments may include amounts owed to other payments institutions and/or financial institutions. Selling and receiving payments include:

- A Payment for the sale of goods or services.
- A Payment received via the "Request Payment" tab on PayPal's website.
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.

The fees you pay when selling goods or services can be found on the [Fees for selling and receiving payments](#) table. Please note that we may adjust the fees applicable to future transactions that you process using PayPal. We will provide you at least 30 days' advance notice of any fee increase or the introduction of a new type of fee.

If you refund (partially or fully) a transaction to a buyer or a donation to a donor, there are no fees to make the refund, but the fees you originally paid as the seller will not be returned to you.

## **Micropayments Fees**

You may qualify to receive micropayments pricing for the sale of goods and services through your PayPal account, if your transactions typically average up to R\$7.99. In order to qualify, you must have a PayPal account that is in good standing (for example, no limitations or negative PayPal balance) and you must submit an application and have it approved by us. If your PayPal account is approved to accept micropayments, then the fees found on the [Micropayment Fees table](#) will apply to all transactions for the sale of goods or services processed through your PayPal account, instead of Fees for selling and receiving payments.

If you have multiple PayPal accounts, you must route your micropayments transactions through the appropriate account. Once a transaction is processed, PayPal will not re-route the transaction through a different account.

## **PayPal Payouts and Mass Pay fees**

PayPal's Payouts and Mass Pay services let you send multiple payments in one batch to send commissions, rebates, rewards, and general payments. In order to use these services, you must have:

- a business PayPal account in good standing and with no withdrawal limits; and
- applied for and received our permission to use these services.

PayPal's Payouts and Mass Pay services may only be funded by your PayPal balance in Brazilian Reais, they are not available for international payments.

We may remove your ability to use Payouts or Mass Pay at any time if there is a higher than acceptable level of risk associated with your use of those services.

The amount you will pay us for these services can be found in the [PayPal Payouts and Mass Pay Fees table](#).

## **PayPal Installment Processing Fee**

If the buyer decides to pay you in installments, the Fee you pay is based on the number of installments selected by the buyer. The buyer may pay from two to twelve installments and the Fee is described under [PayPal Installment Processing Fee](#). PayPal reserves the right to suspend your ability to offer payments in installments using the PayPal Services at any time and without prior notice to you.

## **Refunds, Reversals and Chargebacks**

### **General information**

If you receive a payment for selling goods or services that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable [Chargeback Fee](#) or [Dispute Fee](#) described below). Whenever a transaction is refunded or otherwise reversed, PayPal will refund or reverse the transaction from your PayPal account balance. If the original transaction was in a currency other than Brazilian Reais, PayPal will engage a financial institution to perform a currency conversion in order to refund or reverse the transaction. The transaction exchange rate (including our [currency conversion fee](#)) at the time the refund or reversal is processed will be used.

If you refund a payment for goods or services (partially or fully), there are no fees to make the refund, but the fees you originally paid as the seller will not be returned to you. The amount of the refunded payment will be deducted from your PayPal account.

### **Payments that are invalidated and reversed**

Payments to you may be invalidated and reversed by PayPal if:

- You lose a PayPal Purchase Protection claim submitted to us by a buyer, including as a result of your failure to respond in a timely manner.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for [PayPal Seller Protection](#). The card issuer, not PayPal, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.
- You do not fulfill the transaction as promised or you cannot provide [proof of shipment or proof of delivery](#) when required.
- eBay decides against you under its money back guarantee program (and you haven't opted out).
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.
- PayPal sent the payment to you in error.
- The payment was unauthorized.
- You received the payment for activities that violated this user agreement or any other agreement between you and PayPal.

When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason. If the buyer paid in another currency, we will refund or reverse the transaction from your PayPal account balance in Brazilian Reais, using the transaction exchange rate (including our [currency conversion fee](#)) applicable at the time the refund or reversal is processed. If your PayPal balance is insufficient to cover your liability for the payment amount plus the fees, then this will result in a negative PayPal balance. Any negative PayPal balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your PayPal balance to eliminate it. If you do not do so, PayPal may:

- engage in collection efforts to recover such amounts from you, including but not limited to, include your name in the register of credit protection entities, instruct a collection agency to recover the amount due and/or initiate legal proceedings;
- take any and all action as outlined under [Amounts owed to PayPal](#); or
- place a limitation or take other action on your PayPal account as outlined under [Restricted Activities and Holds](#).

## Dispute fees

PayPal will charge a [Dispute fee](#) to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's PayPal account or through a PayPal guest checkout (PayPal Plus). The [Dispute fee](#) applies when the buyer pursues a claim directly with PayPal, a chargeback with their card issuer, or a reversal with their bank. The [Dispute fee](#) will be charged at either the [Standard Dispute fee](#) rate or the [High Volume Dispute fee](#) rate. The [Dispute fee](#) will be deducted from your PayPal account after the claim is decided. If the original transaction was in a currency other than Brazilian Reais, then the Dispute Fee will be in Brazilian Reais in an amount equivalent to the amount specified on the [Dispute Fee Table](#) based on the currency of the original transaction. In this case, a currency conversion will be required and a [Currency Conversion fee](#) will apply.

The [Dispute fee](#) amount will be determined when the dispute case is created. The fee is based on the ratio of the total transaction amount of your claims compared to the total amount of your sales for the previous three calendar months ("Disputes Ratio"). For example, for a dispute raised in September, your Disputes Ratio will be calculated by considering your total claims to sales ratio over June, July and August. Your total claims include all claims filed directly with and escalated to PayPal, except claims for [Unauthorized Transactions](#); and all chargebacks from the buyer's card issuer or reversals from the buyer's bank.

If your Disputes Ratio is 1.5% or more and you had more than 100 sales transactions in the previous three full calendar months, you will be charged the [High Volume Dispute fee](#) for each dispute. Otherwise, you will be charged the [Standard Dispute fee](#) for each dispute.

You will **not** be charged a [Standard Dispute fee](#) for disputes that are:

- Inquiries in PayPal's [Resolution Center](#) that are not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- Filed by the buyer directly with PayPal as an [Unauthorized Transaction](#).
- Eligible for [PayPal's Seller Protection](#) program.
- Claims with a transaction value that is less than twice the amount of a [Standard Dispute fee](#).
- Decided in your favor by PayPal or your issuer.

You will **not** be charged a [High Volume Dispute fee](#) for disputes that are:

- Inquiries in PayPal's [Resolution Center](#) and not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.

- Filed by the buyer directly with PayPal as an [Unauthorized Transaction](#).

Sellers charged [High Volume Dispute fees](#) may be required to provide a remediation plan which includes an explanation of the cause of the increased dispute rate, the actions taken to reduce disputes, and the timelines for those actions.

Disputes listed above may be excluded from being charged a [Standard Dispute fee](#) or a [High Volume Dispute fee](#), but the claim itself may still be included in the overall calculation of your Dispute Ratio.

### **Chargeback fees**

For transactions that are not processed either through a buyer's PayPal account or through a guest checkout (PayPal Plus), and where the buyer pursues a chargeback for the transaction with their card issuer, then PayPal will charge you a Chargeback fee for facilitating the chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable Chargeback fee will be deducted from your PayPal account. If the original transaction was in a currency other than Brazilian Reais, the Chargeback fee will be in Brazilian Reais in an amount equivalent to the amount specified on the [Chargeback Fees table](#) based on the currency of the original transaction. In this case, a currency conversion will be required and a [Currency Conversion fee](#) will apply.

### **Impact of various purchase protection processes on sellers**

You should read and understand [PayPal's Purchase Protection](#) program and if you sell goods and services to buyers with PayPal accounts in countries other than your own, you should also be familiar with the purchase protection available to buyers in each of those countries. Buyers' rights under these programs may impact you as a seller. You can find this information for PayPal's programs on the [Legal Agreements](#) page by selecting your buyer's location at the top of the page and referring to the applicable user agreement for that geography.

If you lose a claim under PayPal's Purchase Protection program in any country:

- You must forfeit the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back).
- You will not receive a refund of the PayPal fees that you paid in connection with the sale.
- If the claim was that the item received was Significantly Not as Described, you may not receive the item back, or you may be required to accept the item back and pay for the return shipping costs.
- If the claim was that the item received was "Significantly Not as Described" and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.

If you accept PayPal payments from buyers for goods or services you sell through marketplace sellers (like eBay), then you need to read and understand their program. Unless you opt out by calling the marketplace, PayPal will treat their decisions in favor of your buyers under that program as a basis for reversing a PayPal payment made to you. If your PayPal balance is insufficient to cover the amount, we may:

- Place a hold on your PayPal account until sufficient funds become available in your PayPal account to cover such claim; or
- Create a negative balance in your PayPal account.

## **PayPal's Seller Protection Program**

### **What's eligible**

If you sell something to a buyer and the transaction is later disputed or reversed under [Reversals, Claims or Chargebacks](#), you may be eligible for reimbursement under PayPal's Seller Protection program. When it applies, PayPal's Seller Protection program entitles you to retain the full purchase amount for debit and credit card-funded transactions. There is no limit on the number of payments for which you can receive protection. By accessing the transaction details page in your PayPal account, you can determine whether or not your transaction is eligible for protection under this program.

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

- They did not authorize or benefit from funds sent from their PayPal account (referred to as an "[Unauthorized Transaction](#)" claim) and the Unauthorized Transaction occurs in an environment hosted by PayPal; or
- The buyer didn't receive the item from you (referred to as an "[Item Not Received](#)" claim).

PayPal's Seller Protection program 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 program as it applies to you, but you should also be familiar with the [Impact of various purchase protection processes on sellers](#).

### **Basic requirements**

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

- The primary address for your PayPal account must be in Brazil.
- You provide us with valid proof of shipment or proof of delivery.
- The item must be a physical, tangible good that can be shipped, except for items subject to the [Intangible Goods Additional Requirements](#).



- You must ship it to the shipping address on the transaction details page in your PayPal account for the transaction. If you originally ship the item to the recipient's shipping address on the transaction details page but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
- 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 Center. 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.
- Provide [proof of shipment or delivery](#).
- The payment must be marked "eligible" or "partially eligible" in the case of Unauthorized Transaction claims, or "eligible" in the case of Item Not Received claims, for PayPal's Seller Protection on the Transaction Details page.

### **Item Not Received additional requirements**

To be eligible for PayPal's Seller Protection program for a buyer's Item Not Received claim, you must meet both the [basic requirements](#) and the additional requirements listed below:

- Where a buyer files a chargeback with the issuer for a card-funded transaction, the payment must be marked "eligible" or "partially eligible" for PayPal's Seller Protection on the Transaction Details page.
- You must provide [proof of delivery](#) as described below.

### **Intangible Goods additional requirements**

For the sale of intangible goods and services to be eligible for PayPal's 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 optimized 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.
- Paid the standard [Fees for Selling and Receiving Payments](#) on the sale.
- Delivered the item and provide [Proof of shipment or delivery for Intangible Goods](#).

- Provide signature confirmation when the full amount of the payment (including shipping and taxes) exceeds the amount listed in the [signature confirmation threshold table](#) (based on the currency of the payment). If the full amount of the payment (including shipping and taxes) is in a currency not listed in the [table](#), then signature confirmation is required when the payment exceeds the equivalent of R\$1,750.00 (one thousand, seven hundred fifty Brazilian Reais) at the exchange rate that applies at the time the transaction is processed.

### Establishing proof of delivery or proof of shipment

The following is required as:

Physical Goods	
The following is required as proof of shipment or delivery for physical goods:	
Proof of shipment	Proof of delivery
<p>Online or physical documentation from a shipping company that includes:</p> <ul style="list-style-type: none"> <li>• Date of shipment</li> <li>• An address for the recipient that matches the shipping address on the Transaction Details page</li> <li>• An address for the recipient showing at least the city/state, city/country, or postal/zip code (or international equivalent).</li> </ul>	<p>The proof of delivery for tangible items is online or physical documentation from a shipping company that includes:</p> <ul style="list-style-type: none"> <li>• Date of delivery and/or “delivered” status</li> <li>• An address for the recipient that matches the shipping address on the Transaction Details page</li> <li>• An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent).</li> <li>• Signature confirmation when the full amount of the payment (including shipping and taxes) exceeds the amount (based on the currency of the payment) listed in the <a href="#">signature confirmation threshold table</a>. Signature confirmation is online documentation, viewable at the shipping company’s website, indicating that the item was signed for. If the Shipping Company is Correios, the Signature Confirmation is the electronic or physical Delivery Receipt (Aviso de Recebimento - AR) that is issued by Correios.</li> </ul> <p><b>IMPORTANT:</b> 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.</p>

PayPal’s Seller Protection does not apply to intangible items, however, having proper proof of delivery can help a seller win a buyer’s Item Not Received Purchase Protection claim.

**Intangible Goods**

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

For intangible or digital goods, 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.

**Signature confirmation currency thresholds**

Currency	Transaction value	Currency	Transaction value
Australian Dollar:	850 AUD	New Zealand Dollar:	950 NZD
Brazilian Real:	1,750 BRL	Norwegian Krone:	4,600 NOK
Dollar:	850 CAD	Philippine Peso:	34,000 PHP
Czech Koruna:	15,000 CZK	Polish Zlotych:	2,300 PLN
Danish Krone:	4,100 DKK	Russian Ruble:	48,000 RUB
Euro:	550 EUR	Singapore Dollar:	950 SGD
Hong Kong Dollar:	6,000 HKD	Swedish Krona:	4,950 SEK
Hungarian Forint:	170,000 HUF	Swiss Franc:	700 CHF
Israeli Shekel:	2,700 ILS	Taiwan New Dollar:	23,000 TWD
Japanese Yen:	77,000 JPY	Thai Baht:	24,500 THB
Malaysian Ringgit:	3,100 MYR	U.K. Pounds Sterling:	450 GBP
Mexican Peso:	10,000 MXN	U.S. Dollar:	750 USD

**Ineligible items and transactions**

Your sale *is not* eligible under PayPal’s Seller Protection program if:

- 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).
- It involves an item that PayPal determines, in its sole discretion, is a counterfeit item.
- It involves an item that you deliver in person, including in connection with a payment made in your store location.

- It involves sales that are not processed either through a buyer's PayPal account or a PayPal guest checkout transaction (PayPal Plus). For example, if the sale was made using credit cards directly, then it is not eligible for protection.
- It involves items equivalent to cash including gift cards.
- It involves a donation.
- It relates to the purchase of a financial product or investment of any kind.
- It involves a payment made using PayPal Payouts and Mass Pay.
- The item is a vehicle, including, but not limited to a motor vehicle, motorcycle, recreational vehicle, aircraft or boat.
- Payments are made in respect of gold (whether in physical form or in exchange-traded form).

### **Ineligible sellers**

If PayPal determines that you had an excessive number of claims, chargebacks, or reversals during a given period, you may become ineligible for PayPal Seller Protection. In such an event, PayPal will send you with a written notice. If subsequently the number of claims, chargeback or reversals in your Account reduces, you may become eligible for PayPal Seller Protection again and in such case, PayPal will notify you in writing of your eligibility.

# **PAYPAL USER AGREEMENT**

## **RESTRICTED ACTIVITIES & HOLDS**

### **Restricted Activities**

In connection with your use of our websites, your PayPal account, the PayPal services, or in the course of your interactions with PayPal, other PayPal customers, or third parties, you will not:

- Breach this user agreement, the PayPal [Acceptable Use Policy](#), or any [other agreement](#) between you and PayPal.
- Violate any law, statute, decree, ordinance, order, decision or regulation issued by any governmental authority in Brazil or abroad (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit goods.
- Act in a manner that is defamatory, trade libelous, threatening or harassing.
- Provide false, inaccurate or misleading information to PayPal, other users or third parties.
- Engage in potentially fraudulent or suspicious activity and/or transaction.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information or document requested by PayPal or any applicable regulatory authority.
- Receive or attempt to receive during the course of a dispute funds from both PayPal and the seller, bank or card issuer for the same transaction.

- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Conduct your business or use the PayPal services in a manner that results in or may result in
  - complaints;
  - requests by buyers (either filed with us or card issuers) to invalidate payments made to you; or;
  - fees, fines, penalties or other liability or losses to PayPal, other PayPal users, third parties or you.
- Have a credit score attributed by a credit risk analysis agency that indicates a high level of risk associated with your use of the PayPal Services, at the sole discretion of PayPal.
- Use your PayPal account or the PayPal services in a manner that PayPal, Visa, MasterCard, American Express, Discover, Hiper, ELO or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.
- Allow your PayPal account to have a negative PayPal balance.
- Provide yourself a cash advance from your credit card (or help others to do so).
- Access the PayPal services from a country that is not included on PayPal's [permitted countries list](#);
- Disclose or distribute another user's information to a third party, or use such information for marketing purposes unless you receive the respective user's express consent to do so;
- Send unsolicited email to a user or use the PayPal services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or the PayPal services; facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or PayPal services; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers; or interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services or other users' use of any of the PayPal services.
- Take any action that may cause us to lose or impact any of the services from our Internet service providers, payment processors, or other suppliers or service providers.
- Use the PayPal services to test credit card behaviors.
- Circumvent any PayPal policy or determinations about your PayPal account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal account(s) when an account has a negative PayPal balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayPal account;

- Harass and/or threaten our employees, agents, or other users;
- Abuse (as either a buyer or seller) of our online dispute resolution process and/or PayPal Purchase Protection.

## **Actions We May Take if You Engage in Any Restricted Activities**

If we believe that you have engaged in any of these activities, we may take a number of actions to protect PayPal, its parent companies, subsidiaries and affiliates, other users and others at any time in our sole discretion. The actions we make take include, but are not limited to, the following:

- Terminate this user agreement, limit your PayPal account, and/or close or suspend your PayPal account, immediately and without penalty to us;
- Refuse to provide the PayPal services to you in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals;
- Hold your PayPal balance for a period of time reasonably needed to protect against the risk of liability, if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions or if you have violated our [Acceptable Use Policy](#);
- Suspend your eligibility for PayPal's Purchase Protection program and/or PayPal's Seller Protection program;
- Contact buyers who have purchased goods or services from you using PayPal, your bank or credit card issuer, other impacted third parties or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you;
- If you've violated our [Acceptable Use Policy](#), then you're also responsible for damages to PayPal caused by your violation of this policy; or
- If you violate the [Acceptable Use Policy](#), then in addition to being subject to the above actions you will be liable to PayPal for the amount of PayPal's damages caused by each violation of the Acceptable Use Policy. You acknowledge and agree to indemnify PayPal for all damages and losses PayPal may incur as a result of a violation of the Acceptable Use Policy considering all existing circumstances, including the range of harm to PayPal. PayPal may deduct such damages directly from any existing PayPal balance in any PayPal account you control.

If we close your PayPal account or terminate your use of the PayPal services for any reason, we'll provide you with prior written notice of our actions and make any unrestricted funds held in your PayPal account available for withdrawal, in accordance with the provisions under [Closing Your PayPal Account](#).

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the PayPal services.

## **Holds, Limitations, and Reserves**

### **What are holds, limitations and reserves?**

Under certain circumstances, in order to protect PayPal and the security and integrity of the network of buyers and sellers that use the PayPal services, PayPal may take account-level or transaction-level actions. Unless otherwise noted, if we take any of the actions described here, we'll provide you with notice of our actions and the opportunity to request restoration of access if we deem it appropriate. To request information in connection with an account limitation, hold or reserve, you should visit the [Resolution Center](#) or follow the instructions in our email notice with respect to the limitation, hold or reserve.

Our decision about holds, limitations and reserves may be based on confidential criteria according to applicable law and/or that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you, except when such procedures do not involve confidential criteria.

In order to facilitate PayPal's actions described above and allow us to assess the level of risk associated with your PayPal account, you agree to cooperate with PayPal's reasonable requests for financial statements and other documentation or information in a timely fashion.

### **Holds**

A hold is an action that PayPal may take under certain circumstances either at the transaction level or the account level. When PayPal places a temporary hold on a payment, the money is not available to either the sender or the recipient. PayPal reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where PayPal will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

### **Holds based on PayPal's risk decisions**

We may place a hold on payments sent to your PayPal account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your PayPal account, or your transactions or that placing such a hold is necessary to comply with regulatory requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your PayPal account with an indication that they are

unavailable or pending. We'll notify you, either through your PayPal account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 30 days from the date the payment was received into your PayPal account. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than 30 days if:

- The payment is challenged as a payment that should be invalidated and reversed based on a disputed transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your PayPal account until the matter is resolved.
- PayPal suspects that you may have violated the terms of this agreement or any other policy and that such a violation requires us to continue holding the funds.
- PayPal suspects that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

In such an event, PayPal may continue holding the payment in your account until the matter is resolved pursuant to this agreement.

### **Holds related to Marketplace transactions**

If you're a seller on a marketplace or through a third-party application where PayPal is offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third-party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third-party. These holds will appear in your PayPal account. If you have questions about why the applicable marketplace or third party instructed PayPal to put these holds in place, you will need to contact the marketplace or third-party directly.

### **Holds based on disputed transactions**

If a payment sent to you as a seller is challenged as a payment that should be invalidated and reversed, we may place a temporary hold on the funds in your PayPal account to cover the amount that could be reversed. Any of the situations described under [Refunds, Reversals and Chargebacks](#) are situations that could result in us placing a hold on a payment. If we determine the transaction should not be reversed, we'll lift the temporary hold. If we determine the transaction should be reversed, we'll remove the funds from your PayPal account.

### **Account Limitations**

Limitations prevent you from completing certain actions with your PayPal account, such as withdrawing, sending or receiving money. These limitations are implemented to help protect PayPal, buyers and sellers when we notice [restricted activities](#), an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PayPal account open.



There are several reasons why your PayPal account could be limited, including:

- If we suspect someone could be using your PayPal account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your PayPal account and your bank account.
- In order to comply with applicable law.
- If we reasonably believe you have breached this agreement or violated the [Acceptable Use Policy](#).
- Seller performance indicating your PayPal account is high risk. Examples include: indications of poor selling performance because you've received an unusually high number of claims and chargebacks selling an entirely new or high cost product, or if your typical sales volume increases rapidly.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal, our parent companies, subsidiaries and affiliates, our users, a third party, or you from reversals, chargebacks, claims, fees, fines, penalties, legal and/or regulatory risks and any other liability.

## **Reserves**

We may place a reserve on your PayPal account if we believe there may be a high level of risk associated with you, your PayPal account, your business model, or your transactions. When we place a reserve on your PayPal account, it means that all or some portion of the money in your PayPal account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your PayPal account or use of the PayPal services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

- PayPal considers a list of non-exclusive factors and whether and how these factors have changed over time, including:
  - How long you have been in business.
  - Whether your industry has a higher likelihood of chargebacks.
  - Your payment processing history with PayPal and other providers.
  - Your business and/or personal credit history.
  - Your delivery time frames.
  - Whether you have higher than average number of returns, chargebacks, claims or disputes.

There are two types of reserves that may be placed on your PayPal account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
- **A Minimum reserve** is a specific minimum amount of money that you’re required to keep available in your PayPal balance at all times. The minimum reserve is either taken as an upfront amount deposited all at once or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as “pending and we’ll notify you of the terms of the reserve.

If we change the terms of the reserve due to a change in our risk assessment, we’ll notify you of the new terms.

## **Court Orders, Regulatory Requirements or Other Legal Process**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayPal account, placing a reserve or limitation on your PayPal account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayPal account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place as long as reasonably necessary as determined by PayPal.

# **PAYPAL USER AGREEMENT**

## **Liability for Unauthorized Transactions**

### **Protection from Unauthorized Transactions**

To protect yourself from unauthorized activity in your PayPal account, you should regularly log into your PayPal account and review your PayPal account statement. PayPal will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

PayPal will protect you from unauthorized activity in your PayPal account. When this protection applies, PayPal will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

## **What is an Unauthorized Transaction**

An “Unauthorized Transaction” occurs when a payment is sent from your PayPal account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your PayPal account, and sends a payment from your PayPal account, an Unauthorized Transaction has occurred.

## **What is not considered an Unauthorized Transaction**

The following are NOT considered Unauthorized Transactions:

If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.

Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).

## **Reporting an Unauthorized Transaction**

If you believe your PayPal login information has been lost or stolen, please contact [PayPal customer service](#) immediately.

Tell us if you believe that an electronic fund transfer has been made without your permission using your login information or by other means. You could lose all the money in your PayPal account. If you tell us within 60 days after we provide you your PayPal account statement showing transfers you did not make, you will be eligible for 100% protection for Unauthorized Transactions. If something unforeseen (such as a hospital stay) kept you from telling us before 60 days expires, we may extend the eligible time period.

## **Error Resolution**

### **What is an Error**

An “Error” means the following:

- When money is either incorrectly taken from your PayPal account (including pending transactions and/or in preauthorized transfers) or incorrectly placed into your PayPal account, or when a transaction is incorrectly recorded in your PayPal account.
- You send a payment and the incorrect amount is debited from your PayPal account.
- An incorrect amount is credited to your PayPal account.
- A transaction is missing from or not properly identified in your PayPal account statement.
- We make a computational or mathematical error related to your PayPal account.

### **What is not considered an Error**

The following are NOT considered Errors:

- If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals and Chargebacks.

### **In case of Errors or questions about your electronic transfers**

Contact us at our [Resolution Center](#); or call PayPal Customer Service at 0800 047 4482.

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and email address registered to your account.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 [Business Days](#) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your PayPal account within 10 [Business Days](#) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. In this case we will notify you within two (2) Business Days of the credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 [Business Days](#), we may not credit your PayPal account.

For errors involving PayPal accounts in which the first account transaction was less than 30 Business Days from the date you notify us, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new PayPal accounts, we may take up to 20 [Business Days](#) to credit your PayPal account for the amount you think is in error.

We will tell you the results within 3 [Business Days](#) after completing our investigation. If we decide that there was no error, we will send you a written explanation and debit your account in the amount we have previously credited you. As soon as we determine that there was an error, we will credit the full amount into your account within 1 Business Day of our determination. If you have already received a credit, you will be allowed to retain that amounts.

### **Processing Errors**

We will rectify any processing error that we discover. If the error results in:

- You receive less than the correct amount to which you were entitled, then we will credit your PayPal account for the difference between what you should have received and what you actually received.
- You receive more than the correct amount to which you were entitled, then we will debit your PayPal account for the difference between what you actually received and what you should have received.

We will not be responsible for transactions not completed on time or in the correct amount caused if:

- through no fault of ours, you did not have enough available funds to complete the transaction;
- our system was not working properly and you knew about the breakdown when you started the transaction; or
- the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from PayPal applying [holds, limitations or reserves](#).
- Delays based on a [payment review](#).
- Delays described under [How to buy something](#) related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending or sending a payment to the wrong person).

# PAYPAL USER AGREEMENT

## Other Legal Terms

### Communications Between You and Us

If you provide us your mobile phone number, you agree that PayPal and its affiliates may contact you at that number, using autodialed or prerecorded message calls or text messages to: (i) service your PayPal branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by PayPal. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number in several ways, including, in your PayPal account settings at [www.paypal.com.br](http://www.paypal.com.br), or by contacting Customer Service online through the PayPal [Help Center](#) or by calling 0800 047 4482. However, we may still call you directly using other means if we need to speak with you.

PayPal may communicate with you about your PayPal account and the PayPal services electronically. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. The communications mentioned in the section are not marketing messages, which will only be sent as long as you agree to receive them in accordance with our Privacy Statement.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our [Liability for Unauthorized Transactions and Other Errors](#) process), written notices to PayPal must be sent by postal mail to:

PayPal do Brasil Serviços de Pagamentos Ltda.  
Attention: Legal Department  
Avenida Paulista, 1048  
13th floor  
CEP 01310-100, Sao Paulo - SP.

## **PayPal's Rights**

### **PayPal suspension and termination rights**

PayPal, reserves the right to suspend or terminate this user agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or some or all of the PayPal services due to breach of this agreement, disagreement, lack of commercial interest or compliance with applicable law and/or regulation and at any time upon written notice to you and, upon termination of this user agreement, release to you of any unrestricted funds held in your PayPal balance, pursuant to the provisions under [Closing your PayPal Account](#)

### **Amounts owed to PayPal**

If your PayPal balance becomes negative for any reason, that negative PayPal balance represents an amount that you owe to PayPal. PayPal may deduct these amounts from funds that are added to your PayPal account later, either by you or from payments you receive. If you have more than one PayPal account, we may set off a negative PayPal balance in one PayPal account against a PayPal balance in your other PayPal account(s). If you continue using your PayPal account when it has a negative balance, you authorize PayPal to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

In addition to the above, if you have a past due amount owed to us, our affiliates, or eBay, PayPal may debit your PayPal account to pay any amounts that are past due.

### **Insolvency proceedings**

If any proceeding by or against you, as a seller, is commenced under any provision of any other bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses

(including reasonable legal fees and expenses) incurred in connection with the enforcement of this user agreement. This section is not applicable to buyers.

### **Assumption of rights**

If PayPal invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

### **No waiver**

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

### **Indemnification and Limitation of Liability**

In this section, we use the term "PayPal" to refer to PayPal do Brasil Serviços de Pagamentos Ltda., and our affiliates, and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

#### **Indemnification**

You must indemnify PayPal for actions related to your PayPal account and your use of the PayPal services. You agree to defend, indemnify and hold PayPal harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the PayPal services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your PayPal account or access our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services on your behalf.

#### **Limitation of liability**

**PayPal's liability is limited with respect to your PayPal account and your use of the PayPal services. In no event shall PayPal be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.**

**Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayPal is not liable, and you agree not to hold PayPal responsible, for any damages or losses (including,**

but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf and any of the PayPal services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software or any of the PayPal services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your PayPal account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PayPal's policies.

## **Disclaimer of Warranty and Release**

### **No warranty**

PayPal does not have any control over the products or services provided by sellers who accept PayPal as a payment method, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal services are dependent upon many factors outside of our control, such as delays in the banking system or mail service.

### **Release of PayPal**

If you have a dispute with any other PayPal account holder, you release PayPal from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### **Disputes with PayPal**



## **Contact PayPal First**

If a dispute arises between you and PayPal, acting as either a buyer or a seller, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the services may be reported to PayPal Customer Service online through the PayPal Help Center, at any time, or by calling 0800 047 4482 available 24 hours a day, 7 days a week. If you are not satisfied with the solution provided by PayPal Customer Service, you may contact the Ombudsman, from Monday to Friday, from 09am to 6pm, by calling 0800 047 4224. You must have the protocol number informed by PayPal Customer Service to contact the Ombudsman.

## **Intellectual Property**

### **PayPal's trademarks**

"PayPal.com", "PayPal", "PayPal.com.br" and all other URLs, logos related to the PayPal services are either trademarks or registered trademarks of PayPal or PayPal's licensors. You may not copy, imitate, modify or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by PayPal for the purpose of directing web traffic to the PayPal services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes PayPal or the PayPal services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal websites, any content thereon, the PayPal services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

### **License grants, generally**

If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then PayPal grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use PayPal's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the PayPal services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain

any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any other third party software application you use on the PayPal websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the PayPal services.

### **License grant from you to PayPal; intellectual property warranties**

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal. Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content. Subject to the next paragraph, when you provide content to PayPal or post content using PayPal services, you grant PayPal (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. PayPal will not compensate you for any of your content. You acknowledge that PayPal's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal.

### **License grant from sellers to PayPal**

Notwithstanding the provisions of the prior paragraph, if you are a seller using the PayPal services to accept payments for goods and services, you hereby grant PayPal and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment form, and (2) any other use to which you specifically consent.

### **Miscellaneous**

#### **Complete Agreement and Survival**

This user agreement, along with any applicable Policies on the Legal Agreements page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal services. All such terms which by their nature should survive, will survive the

termination of this user agreement. If any provision of this user agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

### **Assignment**

You may not transfer or assign any rights or obligations you have under this user agreement without PayPal's prior written consent. PayPal may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

### **Business Days**

"Business Day(s)" means Monday through Friday, excluding Brazilian holidays when PayPal's offices are not considered open for business.

### **Dormant accounts**

If you do not log in to your PayPal account for two or more years, PayPal may close your PayPal account in accordance with section Closing your PayPal Account.

### **Governing law and jurisdiction**

This Agreement will be governed by and interpreted in accordance with the laws of Brazil. Except as otherwise agreed by the parties, you agree to irrevocably submit to the jurisdiction of the courts of the City of São Paulo, State of São Paulo, with express waiver of any other court, however privileged they may be, for the purpose of any suit, action or other proceeding arising out of this Agreement or your use of our websites or the Services.

### **Identity authentication**

You authorize PayPal, directly or through third parties (including the Brazilian Federal Internal Revenue Service and the National Financial System's Client Register – CCS), to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a taxpayer identification number (CPF or CNPJ), your physical address and other information that will allow us to reasonably identify you
- requiring you to take steps to confirm ownership of your email address or financial instruments
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources.
- requiring you to provide your driver's license or other identifying documents at any time.

Law No. 9,613, of March 3, 1998 (the anti-money laundering law), Law No. 12,846, of August 1, 2013 (the anti-corruption law) or any other applicable laws may require that PayPal verify certain identifying information if you use certain PayPal services. PayPal reserves the right to close, suspend, or limit access to your PayPal account and/or the PayPal services in the event

that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

### **PayPal is only a payment service provider**

PayPal is not a bank or an insurance company, we act as a payment institution issuer of e-money subject to supervision and regulation by the Central Bank of Brazil, under Law No. 12,865, of October 9, 2013. We do not:

- Act as an escrow agent with respect to any funds kept in your account;
- Act as your agent;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any buyer or seller;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

### **Privacy**

Protecting your privacy is very important to us. Please review our Privacy Statement in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### **Terms in Portuguese; Translation of agreement**

It is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in Portuguese. Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the Portuguese version of this user agreement and a version in a language other than Portuguese, the Portuguese version shall control.

### **Your use of information; Data protection laws**

If you receive information about another PayPal customer, you must keep the information confidential and only use it in connection with the PayPal services. You may not disclose or distribute any information about PayPal users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a PayPal customer or use the PayPal services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

To the extent that you (as a seller) process any personal data about a PayPal customer pursuant to this agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement, including Law No 13,709, of August 14, 2018. For example, if you or your business is subject to the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR), you will comply with such regulation with respect to the processing of personal data.

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy and data protection laws by PayPal.