

## PayPal Worldwide Terms of Service

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### About Your PayPal Worldwide Services

#### Welcome to PayPal!

These terms of service (these “Terms”) are a contract between you and PayPal Pte. Ltd. (herein referred to as “we”, “us”, “ours” or “PayPal”), a Singaporean company, governing your use of the PayPal Worldwide Services that you can access through your PayPal account (“PayPal Account”) registered on the portal operated by our affiliate PayPal Payments (Beijing) Co., Ltd. (“PPCN”). “PayPal Worldwide Services” means the services described in these Terms and accessible via your PayPal Account, including holding a balance in your PayPal Account, adding funds to or withdrawing funds from your balance, using your balance or linked payment method for a transaction, managing your balance in multiple currencies, accepting and receiving payments, and related features and functionalities. We provide the PayPal Worldwide Services to you as a Mainland China resident user in cooperation with PPCN, and you must have a PayPal Account to access the PayPal Worldwide Services.

By using the PayPal Worldwide Services, you agree to comply with these Terms and the applicable user agreement between you and PPCN (herein referred to as the “User Agreement for PayPal China Cross-Border Payment Services” or “[China User Agreement](#)”). The China User Agreement (as may be amended or supplemented from time to time) is incorporated by reference into these Terms where relevant to the PayPal Worldwide Services, except as otherwise expressly provided in these Terms. In the event of a conflict between these Terms and the China User Agreement, these Terms shall control. 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, including:

- [Acceptable Use Policy](#)
- [Alternative Payment Methods Terms](#)

Please read carefully these Terms, the terms of these policies and each of the other agreements that apply to you.

We may amend these Terms and any of the policies listed above from time to time. The revised version will be effective at the time we post it on our website, unless otherwise noted. If our changes reduce your rights or increase your responsibilities we will post a notice on the [Policy Updates](#) page of our website and provide you with at least 30 days notice. All future changes set out in the [Policy Updates](#) page already published on the Legal Agreements page at the time you register for the PayPal Worldwide Services are incorporated by reference into these Terms and will take effect as specified in the Policy Update. By continuing to use PayPal Worldwide Services after any changes to these Terms or any of the other applicable terms, agreements, or policies listed on the [Legal Agreements](#) page,

you agree to abide and be bound by those changes.

If you do not agree to the revised terms and conditions, you must stop using the PayPal Worldwide Services, terminate your relationship with us and close your PayPal Account with PPCN without cost or penalty. These Terms will continue to apply to your previous use of PayPal Worldwide Services.

For the purposes of all the other applicable terms, agreements, or policies on the [Legal Agreements](#) page, any reference to “PayPal User Agreement” shall be deemed to be a reference to these Terms or “[PayPal Worldwide Terms of Service](#)”, any reference to “PayPal account” shall be deemed to be a reference to “PayPal Account” under [China User Agreement](#), any reference to “PPCN User Agreement” shall be deemed to be a reference to “[China User Agreement](#)”, any reference to “PayPal Singapore User Agreement” shall be deemed to be a reference to these Terms or “PayPal Worldwide Terms of Service”, any reference to “PayPal Singapore” shall be deemed to be a reference to PayPal Pte. Ltd., and any reference to “account with PayPal Singapore” shall be deemed to be a reference to “PayPal Account” under [China User Agreement](#).

## About our Main Business

PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal Worldwide Services to you via the internet. The PayPal Worldwide Services are offered by PayPal Pte. Ltd.

These terms are not a solicitation of the PayPal Worldwide Services.

## Commercial Entity Agreement

If the activity through your use of the PayPal Worldwide Services reaches certain thresholds or involves certain business segments or activities, you are required by the card networks to agree to a Commercial Entity Agreement to allow you to continue accepting Visa and MasterCard payments. In this case, these [Commercial Entity Agreements](#) will apply to any payment processed by PayPal on your behalf and will form part of these Terms.

## Closing Your PayPal Account

Except as otherwise expressly provided under [China User Agreement](#), you may close your PayPal Account with PPCN and/or terminate your relationship with us at any time without cost or penalty, but you will remain liable for all obligations related to the PayPal Worldwide Services. You must withdraw or transfer any balance from your PayPal Account before closing it. You cannot [withdraw](#) or transfer digital gift certificates/cards that are purchased through [PayPal Digital Gifts](#) and linked to your PayPal Account as payment methods. However, even without your PayPal Account, you can still use the codes you received by email when you purchased the gift certificates/cards to make purchases. If your PayPal Account has a negative balance or is subject to reserve, you may not close your PayPal Account.

## Link or Unlink a Payment Method

You can link or unlink a credit card, debit card or a 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 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. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner.

## Holding a PayPal Balance

Any balance you hold in your PayPal Account represents an unsecured claim against PayPal. PayPal combines your balance with the balances of other users and invests those funds in liquid investments. These pooled amounts are held separate from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. You agree PayPal shall own the interest or other earnings on these investments. You agree to assign any rights to any interest derived from your funds to PayPal.

## Adding or Withdrawing Funds

### Adding funds to your balance

You may use the payment methods linked to your PayPal Account to fund transactions you make using your PayPal Account. You don't need a balance in your PayPal Account to buy something. Depending on the country/region in which your account is registered, you may be able to add funds to your PayPal Account from the bank account or eligible third-party wallet that's linked to your PayPal Account by requesting an electronic transfer to your PayPal Account. The amount transferred will be held as a balance in your PayPal Account. Credit cards cannot be used to add funds to your PayPal balance.

### Withdrawing funds from your balance

If you have a PayPal balance, log into your PayPal Account to see which of these withdrawal options are available to you:

- transferring it to a bank account linked to your PayPal Account; or
- transferring it to your debit or credit card, where available; or
- transferring it to your eligible third-party wallets, where available; or
- requesting a physical cheque through the mail, where available.

You may be able to withdraw your funds through a third party service provider. Please see terms of such third party for information regarding currency conversions.

To protect us and our users from loss, we may delay a withdrawal in certain situations, including if we

need to confirm that you have authorized the withdrawal or if other 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). If we place a limitation on your PayPal Account, a payment is subject to a hold, or your PayPal Account or an associated account has a negative balance in any currency 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 the 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.

Completing the following steps can help us verify your PayPal Account, which may allow us to remove any withdrawal cap:

- Verifying your bank account; and
- Linking and confirming your credit card, debit card or third-party wallet information.

We may charge a fee to make a transfer to your bank account or eligible third-party wallet. If your debit card or third-party wallet is eligible to receive withdrawals from your PayPal Account, you will be provided the option to use it when you transfer funds out of your PayPal balance, subject to the fees applicable to such transfers that can be found on the [Fees Page](#). The applicable fees will be disclosed to you in advance each time you initiate such a withdrawal.

Generally, we will send physical cheques through the mail only to confirmed addresses, unless we have verified your address. We will not send cheques to post office boxes. If you would like us to send a cheque to an address that does not meet these criteria, you must contact customer service and provide the documentation that we request to verify your association with the address. If you fail to cash a cheque within 180 days of the date of issuance, we will return the funds to your balance (minus a fee).

## Managing Your Balance in Multiple Currencies

### Holding Multiple Currencies

Your balance of your PayPal Account may be held in any of the currencies supported by PayPal, and you may hold a balance in more than one of these currencies at the same time.

If you hold a balance in your PayPal Account:

- We may allow you to convert the balance into another currency. If you convert the balance in your account, PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used. We may, at our discretion, impose limits on the amount of your balance that you can convert or the number of conversions you can perform.
- You may only withdraw the balance in the opening currency of your account or such other currency that PayPal supports for withdrawal. In order to withdraw the balance in your PayPal Account which is held in another currency you will have to convert the currency to the opening currency of your account, or it will be converted for you at the time of your withdrawal. PayPal's transaction

exchange rate, including our [currency conversion fee](#), will be used.

To receive funds in a currency that your account is not currently configured to accept, it may be necessary to create a balance in your PayPal Account in that currency or convert the balance into another currency. Certain currencies can only be received by converting the balance into another currency that PayPal allows you to hold. If the balance is converted, PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used.

You are responsible for all risks associated with maintaining multiple currencies in your PayPal Account. You may not manage or convert currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

### How we Convert Currency

If PayPal converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a [currency conversion fee](#) applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior Business Day; or, if required by law or regulation, set at the relevant government reference rate(s).

For some uses of your PayPal Account, PayPal may determine currency conversion is necessary. The currency conversion fee applicable can be found on our fees page under the heading [currency conversion fees](#).

Holds or limitations may delay currency conversion of amounts until such holds or limitations are released. This may result in the application of a currency conversion that is different from the transaction exchange rate that would have been applied had no account hold(s) or limitation(s) been in place. Currency conversions in these circumstances may be more favorable or less favorable to you.

### Currency Conversion Choices

When your payment is funded by a debit or credit card and involves a currency conversion by PayPal, you consent to and authorize us to convert the currency in place of your debit or credit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. This currency preference selection may be presented to you in various forms, including setting the currency of your card, a choice of which currency is used for the transaction, whether PayPal or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and the fees they may charge.

PayPal will always perform the conversion for transactions where you use your existing balance in

your PayPal Account or your linked bank account is the payment method.

## Receiving Payments from a Friend or Family Member

If a friend or family member sends funds to you, the funds will appear in the balance of your PayPal Account. To receive funds in a currency your balance is not currently configured to accept, it may be necessary to create a balance in that currency or convert the funds into another currency. Certain currencies can only be received by converting the balance into another currency that PayPal allows you to hold. If the balance is converted, PayPal's [transaction exchange rate](#) (including our [currency conversion fee](#)) will be used.

## 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 any currency that the recipient accepts, and that PayPal supports, using the balance in your PayPal Account, or using any [payment method](#) 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 a payment to a seller for good or services.

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 recipients, including PayPal payments made through certain third-party websites or applications, for example:

- American Express may not be available as a payment method for certain merchants, such as branded airlines and certain travel merchants;
- Some credit cards may not be available as a payment method for certain merchants, such as those in the gambling industry; and
- Credit cards cannot be used to top up the balance in your PayPal Account.

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.

If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied as described in the [How We Convert Currency](#) section and will be determined 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 PayPal performs a currency conversion for your purchase, PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used.

Your credit card or debit card issuer may also charge you a separate fee for transactions.

## 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 will 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 the seller to take funds from your PayPal Account with your authorization 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 debit or PAD", "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 Centre](#). 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 funds for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for and you may be required to pay the seller through alternative means.

If you have given advance authorization, either to a seller or to PayPal, that permits a seller to take or receive payments from your PayPal Account on a regularly recurring basis (for example, every month or otherwise on a routine billing cycle), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller at least 10 days before the transfer is made. If the seller provides the option, you may choose to receive this advance

notice only when the amount of your automatic payment will fall outside a range established between you and the seller.

If you have authorized an automatic payment and PayPal performs 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 payment will typically be refunded to the original payment method you used for the transaction if you used a credit card, debit card or a balance in your PayPal Account.

If you used a bank account as the payment method for the transaction, we will refund the payment to your bank account, or to the balance in your PayPal Account if we cannot refund it to your bank account.

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

- within 1 day of the date of the original payment, the transaction exchange rate (including our currency conversion fee) used at the time of the original payment will apply.
- beyond 1 day of the date of the original payment, PayPal's transaction exchange rate (including our currency conversion fee) on the date of the refund will apply. The transaction exchange rate may be applied immediately and without notice to you. This means that you may not receive the full amount of your original payment due to the fees above and fluctuations in currency conversion rates.

Payments will be refunded in the currency you paid, or if we are unable to refund in the currency you paid, in your primary holding currency.

## 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. 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 and automatic payments with a seller.

If you have chosen a preferred payment method, it will be shown as the primary method of payment.

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 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 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.

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. For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost.

If your chosen payment method 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, as applicable: 1. balance; 2. bank account (instant transfer); 3. PayPal co-branded debit card; 4. PayPal co-branded credit card; 5. debit card; 6. credit card; and 7. eCheque.

You can cancel any agreement in your account settings.

## 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.

## eCheque

eCheque is a payment method where you use your bank account as your payment method, and the

payment is not received by the recipient until the transaction is processed from the bank. This process usually takes 3–5 [Business Days](#), but this amount of time will increase if the payment is sent from a bank account located outside of Mainland China.

If eCheque is your preferred payment method, it will be used to fund your PayPal payment, even if you have a balance in your PayPal Account.

## PayPal's Buyer Protection Program

### PayPal's Buyer Protection

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under [PayPal's Buyer Protection](#) program. When applicable, [PayPal's Buyer 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 is eligible for [PayPal's Buyer 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.

The full program terms and conditions are set out in PayPal's Buyer Protection program page and form part of these Terms.

## Selling and Accepting Payments

For matters concerning Selling and Accepting Payments (including Accepting Payments, Transaction Fees for Online-Payments, and Refunds, Reversal and Chargebacks), please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services. Additionally, these Terms include the specific clauses below pertinent to this topic.

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 website (including any page for developers and our [Legal Agreements](#) page) or online platform. Such further terms include the PayPal [Alternative Payment Methods Terms](#).

## PayPal Payouts

If you are using PayPal Payouts (formerly Mass Pay), the terms of the [PayPal Payouts Terms and Conditions](#) will apply.

## PayPal's Seller Protection Program

### What's eligible

If you sell a good or service to a buyer, you may be eligible for [PayPal's Seller Protection](#) program. When it applies, [PayPal's Seller Protection](#) program entitles you to retain the full purchase amount. PayPal determines, in its sole discretion, whether your claim is eligible for PayPal's Seller

Protection program. There is no limit on the number of payments eligible for PayPal's Seller Protection program. By accessing the transaction details page in your PayPal account you can see your transactions that may be eligible for protection under this program.

The program terms and conditions are set out in [PayPal's Seller Protection](#) program page and form part of these Terms.

## Restricted Activities, Holds & Other Actions We May Take

For matters concerning Restricted Activities, Holds & Other Actions We May Take, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services. Additionally, these Terms include the specific clauses below pertinent to this topic.

## Reserves

### What are 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, but we retain the sole discretion to take these actions. To request information in connection with an reserve, you should visit the Resolution Centre or follow the instructions in our email notice with respect to the reserve.

Our decision about reserves may be based on confidential criteria 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.

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.

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 of the transactions will be shown as "pending" in the balance of your PayPal Account, and you will not be able to withdraw funds in a "pending" status, 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.

If we place a reserve on funds in your account, we'll notify you of our actions and the terms of the reserve.

There are two categories 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 funds you receive on day 1 are held and then released on day 91, 10% of the funds you receive on day 2 are held until day 92, etc. Rolling reserves are the most common type of reserve.
- A Minimum reserve is a specific minimum amount that you're required to keep available in the balance of your PayPal Account at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as called an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling 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 Processes

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 use of PayPal Worldwide Services. 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.

## Liability for Unauthorized Transactions

For matters concerning Liability for Unauthorized Transactions, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services. Additionally, these Terms include the specific clauses below pertinent to this topic.

Processing errors as described in [China User Agreement](#) are not:

- Delays that result from PayPal applying [reserves](#).
- Delays described under [How to buy something](#) related to the time it may take for a purchase transaction to be completed in some situations.

## Other Legal Terms

### Communications Between You and Us

For matters concerning Communications Between You and Us, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services.

### PayPal's Rights

For matters concerning PayPal's Rights, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services. Additionally, these Terms include the specific clauses below pertinent to this topic.

### Security Interest

As security for the performance of your obligations under these Terms, you grant to PayPal a lien on, and security interest in and to, the balance in your PayPal account in the possession of PayPal.

### Amounts Owed to PayPal

If the balance in your PayPal Account becomes negative for any reason, that negative balance represents an amount that you owe to PayPal. PayPal may set off these amounts from funds that are subsequently added to your PayPal Account, either by you or from payments you receive. If you have more than one PayPal Account, we may set off a negative balance in one PayPal Account against a 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.

If you hold funds in a PayPal Account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, PayPal may set off the negative balance by using funds you maintain in a different currency. If you have a negative balance in non-relevant currency for a period of 21 days or longer, PayPal will convert this negative balance to relevant currency. In either case, a [currency conversion](#) will be necessary, and PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used.

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

## Indemnification and Limitation of Liability

For matters concerning Indemnification and Limitation of Liability, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services.

## Disclaimer of Warranty and Release

For matters concerning Disclaimer of Warranty and Release, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services.

## Disputes with Contact PayPal First

### Contact PayPal First In The Event of Dispute

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. Disputes between you and PayPal regarding the PayPal Worldwide Services may be reported to [PayPal Customer Service](#). 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. Please refer to the Governing Law and Jurisdiction provision governing the PayPal Worldwide Services below.

## Intellectual Property

For matters concerning Intellectual Property, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services.

## Miscellaneous

### Assignment

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

### Business Days

"Business Day(s)" means Monday through Friday, excluding national holidays recognized in Singapore.

## Complete Agreement and Survival

These Terms, 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 Worldwide Services. All such terms which by their nature should survive, will survive the termination of these Terms. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

## Governing law and jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of Singapore, as such

laws are applied to agreements entered into and to be performed in Singapore, without regard to conflict of law provisions.

Except as otherwise agreed by the parties, you agree that:

(i) except as provided in sub-paragraph (ii) below, any claim or dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore, the Tribunal shall consist of three arbitrators, and the language of the arbitration shall be English;

(ii) for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000 USD (or other currency equivalents), the dispute shall be resolved in a cost-effective manner through binding, documents-only, and non-appearance-based arbitration administered by the SIAC, in accordance with the SIAC Rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore, the Tribunal shall consist of a sole arbitrator, and the language of the arbitration shall be English; and

(iii) any dispute resolution proceeding will be conducted only on an individual basis, and not on a class, consolidated and/or representative basis. In the event of any inconsistency between the SIAC Rules and this sub-paragraph (iii), this sub-paragraph (iii) shall prevail.

## Improperly Filed Litigation

All claims you bring against PayPal must be resolved in accordance with these Terms. All claims filed or brought contrary to these Terms shall be considered improperly filed and a breach of these Terms. Should you file a claim contrary to these Terms, PayPal may recover attorneys' fees and costs (including in-house attorneys and paralegals), provided that PayPal has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## Identity Authentication

For matters concerning Identity authentication, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services.

## PayPal is Only a Payment Service Provider

For matters concerning PayPal's role as a payment service provider, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide Services.

## Assessment of your Website

For matters concerning assessment of your website, please refer to the provisions set forth in the [China User Agreement](#), which also apply to the PayPal Worldwide 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 English; Translation of these Terms

It is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in English. Any translation of these Terms 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 English version of these Terms and a version in a language other than English, the English version shall control.

## Your Use (as a Seller) of Personal Data; Data Protection Laws

To the extent that you, in your capacity as a seller and/or using a business profile, process any personal data about a PayPal customer pursuant to these Terms, you and PayPal will each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with these Terms. We each also have and will follow our own, independently-determined privacy statements, notices, policies and procedures for any such personal data that we process in connection with these Terms.

In complying with the applicable data protection laws, we will each:

- implement and maintain all appropriate security measures in relation to the processing of personal data;
- maintain a record of all processing activities carried out under these Terms; and
- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data provided to you by PayPal in connection with the PayPal Worldwide Services, excluding personal data collected or obtained by you directly from the customer, will be used by you only to the limited extent that is necessary and relevant to the PayPal Worldwide Services and for no other purpose, including marketing purposes, unless you have obtained the prior consent of the customer. Merchant represents, warrants, and covenants that it will provide and/or obtain its all necessary disclosures and consents, as applicable, in connection with Merchant's data collection and sharing practices with PayPal. You may not disclose or distribute any customer personal data provided to you by PayPal to a third party, unless such third party is your service provider and acting on your behalf (as defined by applicable law).



The parties agree that PayPal may transfer customer personal data processed under these Terms outside the country where it was collected as necessary to provide the PayPal Worldwide Services. If PayPal transfers customer personal data protected under these Terms to a jurisdiction for which the applicable regulatory authority for the country in which the data was collected has not issued an adequacy decision, PayPal will ensure that appropriate safeguards have been implemented for the transfer of customer personal data in accordance with applicable data protection laws. For example, and for purposes of compliance with the Regulation (EU) 2016/679, we rely on Binding Corporate Rules approved by competent supervisory authorities and other data transfer mechanisms for transfers of customer personal data to other members of the PayPal group.

## Disclosure of Safeguarding Arrangements under Singapore Law

This section provides information about how PayPal safeguards funds we receive from or on account of customers ("your funds") as required by law in Singapore, unless the Exceptions set out below apply.

We safeguard your funds by depositing them into a trust account(s) in our name with a bank or other safeguarding institution in Singapore.

We also use the same trust account(s) to safeguard funds we hold for other customers, which means:

- Funds from different customers are commingled in the trust account(s).
- It is not possible to identify or isolate part of the funds in the trust account(s) as belonging to any particular customer.
- If the safeguarding institution(s) became insolvent or is unable to meet its obligations, there is a risk you might not be able to recover some or all funds in the trust account(s) that we hold on your behalf.

You agree that we are entitled to all interest payable on funds in the trust account(s).

## Exceptions

Where you reside outside Singapore (including if you are an entity that is not established in Singapore and does not carry on business in Singapore), the safeguards described above do not apply to your funds, except when you withdraw balance in your PayPal account to a Singapore bank account and the funds remain in transit.

## Third Party Service

If you are using a service ("Third Party Service") offered by a PayPal partner bank or licensed foreign-exchange service provider (a "Service Provider"), please see the terms and conditions of the Service Provider for additional information relating to that service.

In case of any disputes, demands, actions, proceedings ("Disputes") between you and a Service Provider on account of any delay or non-payment of any funds due to you, you hereby indemnify

PayPal, PayPal's affiliates and its employees from any damages, claims, charges, expenses and/or losses arising out of such Disputes. You further agree that PayPal shall not be liable to you in relation to any funds which have already been transferred from your PayPal Account to a Service Provider.

You acknowledge and agree that PayPal may share information provided by you in accordance with PayPal's Privacy Statement and the terms of the agreement between you and PayPal with a Service Provider, including for the following reason; to enable a Service Provider to conduct the requisite due diligence in accordance with Service Provider's Know-your-customer (KYC) obligations.

PayPal shall not be responsible for any loss or damage incurred or suffered by you on account of any (i) failure, interruption, defect, or negligent or willful misuse of a Third Party Service; or (ii) consequences arising out of delayed or non-receipt of funds withdrawn through a Third Party Service.

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