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PayPal Here™ Agreement

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This PayPal Here™ Agreement (“**PayPal Here Terms**”) is a contract between you and PayPal Canada Co. and applies to your use of the PayPal Services to accept credit card and PayPal payments into your PayPal Account using the PayPal Here swipe device and software (“**PayPal Here**”). You must read, agree with and accept all of the terms and conditions contained in the PayPal Here Terms. By using the PayPal Here service, you acknowledge that you have agreed to these PayPal Here Terms. Capitalized terms that are not defined in these PayPal Here Terms, including Section 15 (Definitions), are defined in the [PayPal User Agreement](#).

These PayPal Here Terms, with the PayPal User Agreement and any other agreement in to which you have entered into with PayPal (collectively “**PayPal Agreements**”), apply to your use of the PayPal Here service. The definition of PayPal Services under the PayPal User Agreement shall be amended to include PayPal Here. If any inconsistency exists between the terms of the PayPal User Agreement and these PayPal Here Terms, these PayPal Here Terms shall control your use of PayPal Here. We may amend these PayPal Here Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change (as that term is defined in the PayPal User Agreement), we will provide you with 30 Days' prior notice of Substantial Change and 90 Days' notice of any fee increase or the introduction of a new fee which applies to you, by posting notice on the "Policy Updates" page of our website. If you would like to receive notification by email of new Policy Updates then you may do so by changing your notification preferences in your Account Profile. If you do not agree with any Substantial Change, introduction of a new fee or the increase of an existing fee, then you may terminate your use of the PayPal Here service at any time without penalty.

1. Product Description.

PayPal Here allows you to accept Visa, MasterCard, and American Express branded credit card (“Cards”) payments into your PayPal Account (American Express acceptance will be available after April 3, 2012). It also allows you to do your record keeping for cash payments you accept. In addition to agreeing to these terms, you will be required to provide certain personal information in order to register for PayPal Here. You must have a Business Account in good standing and be approved to use Website Payments Pro and/or Virtual Terminal by PayPal to use PayPal Here.

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2. Getting, Using and Replacing your PayPal Here Device.

Once you are approved for PayPal Here, the PayPal Here Device will be mailed to you at an address selected by you, subject to the following conditions. If you are a new PayPal User, we will only mail the PayPal Here Device to the address you provide when signing up

for PayPal Here. If you are an existing PayPal User, and have multiple addresses in your Account Profile, you may be able to select the address to which you would like the PayPal Here Device mailed. If you are requesting multiple PayPal Here Devices, you can request that different devices be mailed to different addresses. If your PayPal Here Device(s) do not work, you may request a new one by contacting Customer Service. We may limit the number of PayPal Here Devices you can receive at any time, including the number of replacement devices you may ever receive.

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3. Credit Report.

By signing up for PayPal Here, you are providing PayPal with written instructions and authorization to obtain your personal and/or business credit report from a credit reporting agency. You are also authorizing PayPal to obtain your personal and/or business credit report at any time PayPal reasonably believes there may be an increased level of risk associated with your PayPal Account.

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4. Multiple Devices and Authorized Users.

If you have a Business Account, you may authorize other eligible users to use PayPal Here Devices that have been linked to your PayPal Account. In order to authorize such use, you will have to personally request the additional devices that you require. You will also have to register each of your authorized users with PayPal and create a password for each user to be able to log-in (with limited access) to your PayPal Account. You can only register authorized users who are the age of majority in the province in which they reside. Your authorized users will not have access to your Account other than to load funds into the Account for payments received via the PayPal Here Device. Similarly, your authorized users will not be able to withdraw funds from your PayPal Account using the credentials you have set up for them. It is your responsibility to ensure that your authorized users comply with these terms and conditions in connection with their use of the PayPal Here Device. Prior to issuing a PayPal Here Device to any authorized user, we may have to perform identity verification screening. In order to assist us in this screening, you agree to provide us with legitimate and accurate information regarding the identity of all authorized users as requested by us. We reserve the right to deny anyone access to PayPal Here. You agree that you are at all times liable for the actions or omissions of your authorized users and that you will indemnify and hold PayPal harmless from the actions or inactions of your authorized users in connection with their use of the PayPal Here service.

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5. Using PayPal Here.

Your use of the PayPal Here Device is dependent on your downloading of the PayPal Here App and your acceptance of the end user license agreement associated with the PayPal Here App. You may download the official PayPal Here App from the App Store. There is no fee to download the PayPal Here App.

Because your customer is present at the time of your PayPal Here transactions, you are required to obtain a customer signature on non-PIN credit or debit card transactions greater than twenty-five dollars (\$25). Obtaining this signature may assist you in defending against a Chargeback in the event that a customer subsequently claims that they did not authorize a transaction. You must also provide customers with a receipt if they request one. Customers may elect to receive an electronic receipt via email or SMS rather than a paper receipt. It is your responsibility to obtain your customer's consent prior to using the PayPal Here App to send an email or SMS text to them.

You agree that any transaction that you submit through PayPal Here shall have an accurate and true description of the goods and services being purchased. You also agree to comply with any instructions provided to you along with your PayPal Here Device.

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6. Mobile Compatibility.

PayPal Here permits you to accept Card transactions on a compatible mobile device. PayPal does not warrant that PayPal Here will be compatible with your mobile device. If your device was modified contrary to the manufacturer's software or hardware guidelines then you may not use your modified device to use PayPal Here.

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7. Fees.

a. Monthly Subscription: None

b. Transaction Fees: The transaction fees are expressed as a percentage of the payment amount plus, for Keyed Transactions, a fixed amount.

Swiped Transactions	2.7%
Keyed Transactions	3.5% + \$0.15
PayPal Transactions	2.7%
Cross-Border Transactions – Card Present and PayPal Transactions	3.7%
Cross-Border Transactions – Keyed Transactions	4.5% + \$0.15

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8. Privacy.

The PayPal [Privacy Policy](#) applies to your use of PayPal Here. The protection of your information is important to PayPal. Likewise, information you receive from us about your customers must be kept confidential, stored securely and only used for purposes related to PayPal Here and as agreed to in the PayPal [Privacy Policy](#). As a reminder, information you receive may not be used to send unsolicited email or SMS messages to a user without the user's express consent.

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9. Reserves and other Protective Actions.

If we believe there may be a high level of risk associated with your PayPal Account, we may take certain actions in connection with your Account and/or your use of the PayPal Services.

- a. Reserves. PayPal, in its sole discretion, may place a Reserve on funds held in your PayPal Account when PayPal believes there may be a high level of risk associated with your PayPal Account. If PayPal places a Reserve on funds in your PayPal Account, they will be shown as "pending" in your PayPal Balance. If your PayPal Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your PayPal Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms. In addition, for PayPal Here transactions, if you process more than \$1,000 in Keyed Transactions in any rolling 7 Day period, PayPal may delay the availability of amounts in excess of the \$1,000 for a 30 Day period. After 30 Days these reserved amounts will be available to you.
- b. Additional Actions. We may take other reasonable actions we determine are necessary to protect against the risk associated with your PayPal Account including requesting additional collateral from you such as a letter of credit or a personal guarantee. PayPal may contact your customers, on your behalf, in the event that PayPal is investigating potential fraud.
- c. Information. In order to determine the risk associated with your PayPal Account, PayPal may request at any time, and you agree to provide, any information about your business, operations or financial condition. We reserve the right to reassess your eligibility for any Product if your business is materially different from the information you provided in your application.

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10. Seller Protection Program.

PayPal Here transactions are not eligible for Seller Protection as described in the [PayPal User Agreement](#).

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11. License Grant.

If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

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12. Acceptable Use.

As a reminder, you may not accept payments in violation of the PayPal [Acceptable Use Policy](#).

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13. Data Security.

- a. General. You are fully responsible for the security of data in your possession or control as a result of using PayPal Here. You agree to comply with all applicable laws and rules in connection with your collection, security and dissemination of any personal, financial, Card, or transaction information (defined as "Data").
- b. Data Usage. Unless you receive the express consent of your customer, you may not retain, track, monitor, store or otherwise use Data beyond the scope of the specific transaction. Further, unless you get the express consent of PayPal, you agree that you will not use nor disclose the Card Data for any purpose other than to support payment for your goods and services. Card Data must be completely removed from your systems, and any other place where you store Card Data, within 24 hours after you receive an authorization decision unless you have received the express consent of your customer to retain the Card Data for the sole purpose of processing recurring payments. To the extent that Card Data resides on your systems and other storage locations, it should do so only for the express purpose of processing your transactions. All Data and other information provided to you by PayPal in relationship to the PayPal Here service and all Card Data will remain the property of PayPal, its Acquiring Bank or the Card Companies, as appropriate.
- c. Password Security. You agree to restrict use and access to your password and login ID to your employees and agents as may be reasonably necessary, and will ensure that each such employee or agent complies with these PayPal Here Terms. You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to you to utilize the PayPal Here service. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to you by PayPal, each Acquiring Bank or the Card Companies.
- d. Audit. If PayPal believes that a security breach or compromise of Data has occurred, PayPal may require you to have a third party auditor that is approved by PayPal conduct a security audit of your systems and facilities and issue a report to be provided to PayPal, the Acquiring Banks and the Card Companies. In the event that you fail to initiate an audit within 10 Business Days of PayPal's request, PayPal may conduct or obtain such an audit at your expense.

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14. Data Protection;Data Portability.

- a. You authorize PayPal to provide information regarding your business and individual Card transactions to third parties for the purpose of facilitating the acceptance and settlement of your Card transactions and in connection with items, including chargebacks, refunds, disputes, adjustments, and other inquiries.
- b. You and we agree to comply with the data protection addendum found [here](#), which forms part of this Agreement. The terms of the data protection addendum prevail over any conflicting terms in this Agreement relating to data protection and privacy.

c. Upon any termination or expiry of this Agreement, PayPal agrees, upon written request from you, to provide your new acquiring bank or payment service provider (“Data Recipient”) with any available credit card information including personal data relating to your customers (“Card Information”). In order to do so, you must provide PayPal with all requested information including proof that the Data Recipient is in compliance with the Payment Card Industry Data Security Standards (“PCI DSS”) requirements and is level 1 PCI compliant. PayPal agrees to transfer the Card Information to the Data Recipient so long as the following applies: (a) you provide PayPal with proof that the Data Recipient is in compliance with the PCI DSS requirements (Level 1 PCI compliant), by providing PayPal a certificate or report on compliance with the PCI DSS requirements from a qualified provider and any other information reasonably requested by PayPal; (b) the transfer of such Card Information is compliant with the latest version of the PCI DSS requirements; and (c) the transfer of such Card Information is allowed under the applicable card association or network rules, and any applicable laws, rules or regulations (including data protection laws).

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15. Definitions.

“Acquiring Bank” means each of the financial institutions PayPal partners with to process your Card payments, including your PayPal Here transactions.

“Card Companies” means a company or group of financial institutions that establish rules to govern the processing of Card transactions via bank card and payment networks including Visa, MasterCard, and American Express.

“Card Information” has the meaning set out in Section 14(c).

“Data Recipient” has the meaning set out in Section 14(c).

“Keyed Transaction” means a Card transaction where you do not swipe the Card via the PayPal Here Device, but instead input the Card number and other required information via the PayPal Here App. This includes a transaction where the Card information is scanned in using the PayPal Here App and the image capture capability on your mobile device.

“PayPal Here Device” means the swipe device we provide to you to use in connection with your use of PayPal Here.

“PayPal Transaction” means a PayPal Here check-in transaction where the buyer logs into their PayPal Account to pay.

“PayPal User Agreement” means the online agreement you entered into with PayPal when you opened your PayPal Account, as it may have been amended from time to time. The PayPal User Agreement currently in effect can be accessed via the Legal Agreements link in the footer of nearly every page on the PayPal website.

“PCI DSS” has the meaning set out in Section 14(c).

“Swipe Transaction” means a transaction using a Card that you submit to PayPal by swiping the Card through the PayPal Here Device.

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