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# Pool Terms and Conditions

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## Contracting Party and Scope of these Terms

These Pool Terms and Conditions (“Terms”) constitute a legal agreement between you and PayPal (Europe) S.à r.l. et Cie, S.C.A. (“we” or “PayPal”). They govern your use of the Pool service (“Pool”) as a creator or contributor, as described below.

The PayPal [User Agreement](#) governs your use of your PayPal account and the PayPal services and is incorporated by reference into these Terms.

If there is any conflict between these Terms and the PayPal User Agreement, these Terms shall prevail with respect to the subject matter in these Terms.

## Description, Uses, and Compliance with these Terms

Pool is a service offered by PayPal to you to create (as “Creator”) a pool (“pool”) to receive funds for a specified purpose, and for contributors (“Contributors”) to contribute funds (“Contributions”) to a pool. Each time you create a pool, or send a contribution to a pool, you enter into a separate legal agreement which is limited in application to that specific pool or contribution.

## Creation of a Pool

You must have a personal PayPal account to create a pool. You must have verified your identity with PayPal and your PayPal account must be in good standing to create a pool. Your PayPal account must remain in good standing for the duration of the pool. We may place a time limit on how long a pool may be active, after which time the funds will still be able to be withdrawn or otherwise used as permitted in these Terms, but the pool may no longer receive Contributions.

You may only create a pool on your own initiative. This means you have not been instructed by somebody else to create the pool, and you are not acting on behalf of anyone else. You agree to provide us with any information we may request to confirm your identity or any information we request pursuant to PayPal's anti-money laundering, counter terrorist, and/or other regulatory obligations.

The Creator shall accurately and honestly describe what the Contributions will be used for, and the Creator must use the Contributions for the purpose(s) stated in the pool. The Creator may not use the Contributions for any of the Prohibited Uses outlined below. The Creator is solely responsible for any false, inaccurate, or misleading pool or Pool Content (defined below), and for any misuse of Contributions.

## Contributions

Contributions you receive in a pool will be held in your PayPal account in a separate e-money balance which is a reserve account. You may need to transfer Contributions to your PayPal balance before you can use them to make a payment or withdrawal. It is your responsibility to only use the funds for the stated purpose of the pool. To comply with our anti-money laundering and other legal obligations, we may limit the amount that you can receive in a pool and the number of pools that you can receive Contributions in at any one time. We will disclose these limits to you unless prohibited by law.

A pool is not a separate PayPal account, and it is not a bank account, collective investment, investment or savings account. You will not earn interest on Contributions you receive in a pool. A pool is intended for short-term use. It is not meant to be used for long-term or indefinite holding of funds. It remains the Creator's responsibility to ensure that the use of the Contributions complies with applicable laws.

## Sharing of Information and Display of Your Pool

The use of Pool is subject to [PayPal's Privacy Statement](#).

If you create a pool, your name, PayPal profile photo, the available balance in your pool and the total amount of Contributions received will be displayed in your pool in addition to any cover image, goal amount, pool description and title that you add. If you transfer Contributions from the pool (for example to your PayPal balance) or use them to make a payment (if available) from the pool, this activity will be displayed in the pool. Only people with the link to your pool will be able to see the activity and information displayed in your pool.

When contributing to a pool, the Contributor's name and PayPal profile picture ("Contributor Information") will be displayed in the pool together with the contribution amount and any message added by the Contributor. Contributors may choose to hide their name when making Contributions, which will hide the Contributor Information from all users except the Creator. However, the contribution amount and any message added will still be visible in the pool activity. Creators may not hide their names when making Contributions.

## Pool Content Standards

You may not post any content within the pool ("Pool Content"), either as Creator or Contributor, that in any way:

- is abusive, defamatory, pornographic, threatening, gratuitously violent, obscene, or incites hatred of individuals or groups based on race, ethnic origin, religion, nationality, disability, gender, age, or sexual orientation;
- is illegal, or intended to promote or commit an illegal or violent act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of PayPal, any other PayPal user, or any third party;
- includes your password, purposely includes any other user's password, and/or purposely includes personal data of third parties or is intended to solicit such personal data;
- impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, or deceptive;
- constitutes unsolicited or unauthorized advertising or spam; or
- violates the [PayPal User Agreement](#) or [Acceptable Use Policy](#).

## Prohibited Uses

You may not use Pool for the explicit or implicit purpose of or involving:

- any unlawful activity or purpose;
- any activity or purpose that violates these Terms, [the PayPal User Agreement](#) or [Acceptable Use Policy](#);
- raising funds for charities or for other fundraising activities;
- the sale of goods or services or any business purposes;
- a political campaign or is otherwise for the benefit of a political party, political figure, or candidate for office;
- any attempt to collect Contributions for a minor without the permission of the minor's guardian;
- supporting individuals associated with alleged financial crimes including corruption, bribery, tax evasion, fraud or other similar activities;
- securities, investment opportunities, debt or equity, revenue sharing, annuities, investments, loans, credit, etc.;
- seeking or accepting any compensation in relation to your pool;
- offering any incentive, return, interest, benefit, "rewards", or "perks" in return for a contribution to your pool;
- offering regulated services without a license; or
- falsely asserting, suggesting, or implying that Contributions to a pool are tax deductible.

## Your Rights and Obligations as a Contributor

All Contributions sent to a pool are done at the Contributor's own risk and PayPal bears no liability whatsoever in this regard. All Contributions belong solely to the Creator (legally and beneficially). It is the Contributor's responsibility to understand how the Contributions will be used. The pool title and description are provided as a convenience and not a guarantee. If the Contributions are not used for the stated purpose, the Contributor's only recourse is against the Creator. PayPal has no liability whatsoever towards any person or third party that is identified in the pool as the intended recipient of Contributions to the pool.

**It's important to remember that contributing to a pool is the same as sending money directly to the Creator and all funds contributed to the pool are the property of the Creator.** All decisions and determinations regarding the use, disbursement or refunds of Contributions are solely in the discretion of the Creator. You should not contribute to a pool unless you personally know and trust the Creator. When a pool is closed, the Creator will no longer be able to receive Contributions to the pool.

However, if a Contributor believes that the Creator is not using the Contributions for the stated purpose of the pool, you can use the “report” button in the pool to alert us to the potential issue for further review.

You agree to provide us with any information we may request to confirm your identity or any information we request pursuant to PayPal's anti-money laundering, counter terrorist, and/or other regulatory obligations.

## Your Use of Contributions

You, as the Creator, own the money in your PayPal account, including the Contributions received in a pool. However, you may not use Contributions for purposes other than those stated in your pool.

PayPal will incur no liability whatsoever if the Contributions are not used in accordance with the stated purposes of the pool. PayPal is not liable and assumes no rights, title, or obligations in relation to the Contributions collected in the pool which are personal payments received by the Creator from Contributors. Any disputes with Contributors in relation to the pool or your use of the Contributions are your responsibility (as the Creator) and no right, title, or interest arises in the Contributions by the Contributors who make the personal payment at their own risk.

## Submitting Intellectual Property Complaints

We respect the intellectual property of others and require that PayPal users and users of Pool comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion without incurring any obligation or liability to do so, limit or terminate the use of our products or services for users who use or include content on Pool that is subject to intellectual property rights claims.

PayPal will respond to sufficiently substantiated notices of alleged copyright or trademark infringement from right holders. If you believe your intellectual property rights have been infringed by content on Pool, you may request a removal of this content. For details see [here](#) or use the “report” button on the pool to alert us.

## Actions We May Take and Termination

We may terminate your pool, these Terms and / or the Pool service by providing you with at least 2 months' prior notice.

If you have breached these Terms, and having provided you with a warning and/or an opportunity to remedy the breach if this is reasonable under the circumstances of the specific case, we may suspend or terminate your pool, hold the Contributions in your PayPal account, remove violative content, and/or terminate, suspend or take any action related to your PayPal account in accordance with the provisions of the [PayPal User Agreement](#).

## Fees

It's free to create a pool. When you use your PayPal account to send money to, or receive money in, a pool, we call that a “personal transaction” and the applicable fees relating to personal transactions apply and are set forth on our [Consumer Fees page](#).

## Tax and Other Legal Obligations

It is your responsibility to:

- determine what, if any, taxes apply to the acceptance of Contributions, payments paid or received, and/or any other transactions arising from your use of Pool; and
- assess, collect, report, and remit the correct taxes to the appropriate authority as required.

You acknowledge that PayPal may have a legal obligation to make reports, and will make such reports, to tax authorities regarding transactions that we process on your behalf. Additional information can be found in our [Help Center](#).

Before using Pool, you should consult your own tax, legal, financial, or other advisor as appropriate.

## Revision of these Terms

We may revise these Terms following the same procedure as set out for revising the PayPal User Agreement in the section “Welcome to PayPal” of the [PayPal User Agreement](#).