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# PayPal Fundraisers Terms and Conditions

Effective Date: 31 October 2022



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## Contracting Party and Scope of these Terms

These 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 PayPal Fundraisers as a donor or fundraiser, as described below. These Terms apply for using PayPal Fundraisers by the fundraisers and donors in Spain, but if you as a donor use PayPal Fundraisers in other countries, PayPal Fundraisers Terms and Conditions of such country apply.

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

## PayPal Fundraisers Description, Uses, and Compliance with these Terms

PayPal Fundraisers is a service offered by PayPal as a platform to you (“Fundraiser Creator”) to create a fundraiser on PayPal Fundraisers to raise money for yourself or for others in need (“Fundraiser”), and for contributors to a Fundraiser (“Donors”) to contribute funds (“Donations”) to a Fundraiser. All Fundraisers must comply with these Terms. PayPal reserves the right to remove or restrict the creation or publication of any Fundraiser that does not comply with these Terms.

## Creating a PayPal Fundraiser

When you create a Fundraiser for: (1) yourself, (2) your friends or family, or (3) any businesses, we call that a “Personal Fundraiser.” When you create a Fundraiser to benefit an eligible charity, we call that a “Fundraiser for Charity.”

You must have verified your identity with PayPal and your PayPal account must be in good standing to create a PayPal Fundraiser. Your PayPal account must remain in good standing throughout the entirety of the Fundraiser. Fundraisers may only last up to 30 days.

You may only create a Fundraiser on your own initiative. This means you have not been instructed by somebody else (for example the person benefitting from the Fundraiser) to create PayPal Fundraiser, and you are not acting on behalf of anyone else.

You agree to provide us with any information we may request and that we deem necessary to verify your compliance with these Terms.

The Fundraiser Creators shall accurately and honestly describe what the Donations will be used for, and the Fundraiser Creator must use the Donation for the purpose(s) stated in the Fundraiser. The Fundraiser Creator is solely responsible for any false, inaccurate, or misleading Fundraiser or Fundraiser Content (defined below), and for any misuse of Donations.

### **For Personal PayPal Fundraisers**

You may create one Personal Fundraiser at a time. The maximum amount that may be collected on the Personal Fundraiser is EUR 20,000.

If you collect Donations for someone in need, you agree to deliver all of the Donations to such intended recipient as soon as possible.

PayPal disclaims all liability and responsibility for the outcome or success of a Fundraiser. The Fundraiser Creators and Donors accept the risk and accept that the Fundraiser may not be successful or that the Fundraiser may experience changes, delays, or unforeseen challenges. PayPal does not guarantee or represent that the Donations will be used by the Fundraiser Creator as described in the Fundraiser or that the Fundraiser will achieve its goals.

### **For PayPal Fundraisers for Charity**

You may create multiple PayPal Fundraisers for Charity. In such case, you will select a charity to benefit from your Fundraiser. All Donations will go directly to such charity's PayPal account.

PayPal will not provide Donors with any tax donation receipts, but some charities may be able to provide tax donation receipts upon your direct request to them.

Charities apply donations as they choose in support of their overall mission. You may not create a Fundraiser for Charity that purports to restrict how the recommended charity may use the funds.

## Public Display of your Fundraiser; Public Donation Information

The use of PayPal Fundraisers, including use of the Fundraiser Content, is subject to PayPal's [Privacy Statement](#).

If you elect to List your fundraiser, when the Fundraiser you create is published, your name, PayPal profile photo, and the total amount you have collected will be publicly displayed on the Fundraiser, in addition to any other images, video, and/or information that you add when creating or modifying your Fundraiser ("Listed Fundraiser"). If you elect to share your Fundraiser only with people who have a link to your Fundraiser, only people with the link to your Fundraiser will be able to see your name, PayPal profile photo, and the total amount you have collected, in addition to any other images, video, and/or information that you add when creating or modifying your Fundraiser ("Unlisted Fundraiser").

For Listed Fundraisers, we will include and display your Fundraiser on the PayPal App and website which shall allow others to search for Fundraisers by zip code, category, keywords, etc. The Fundraiser and all its contents will be publicly available until it is removed from PayPal Fundraisers. After the Fundraiser expires, the Fundraiser will automatically be removed from PayPal Fundraisers (if applicable); the Fundraiser may still be viewable from its unique link, but the donate button will be disabled without the ability to reactivate.

When donating to the Personal Fundraiser, a Donor's name, donation amount and picture will be publicly displayed on PayPal Fundraisers, unless a Donor chooses to be anonymous. If you elect to share your Fundraiser only with people who have a link to your Fundraiser, only people with the link to your Fundraiser will be able to see Donors' names, donation amounts, and pictures. Even if a Donor elects to be publicly anonymous, the Fundraiser Creator will see a Donor's details.

When donating to a Fundraiser for Charity, unless a Donor elects to be anonymous, the Donor's name and donation amount will be publicly displayed on PayPal Fundraiser, and the Donor's name, email, donation amount and picture will be shared with the recommended charity. For all Donations to a Fundraiser for Charity, a Donor's name, email, and donation amount is shared with PayPal Giving Fund as the charity receiving the Donation, and will be treated in accordance with [PayPal Giving Fund's Privacy Policy](#).

## PayPal Fundraisers Content Standards

In addition to the Prohibited Activities and Activities Requiring Approval in the PayPal [Acceptable Use Policy](#), you may not post any content within the Fundraiser (“Fundraiser Content”) that:

- is false, misleading, deceiving, inaccurate, or dishonest;
- is defamatory or invasive of another person's right of privacy or right of publicity;
- is harmful, obscene, harassing, objectionable, violent, or condoning violence or harm, displaying nudity or sexual activity, or otherwise unfit for publication;
- incites hatred of animals or of individuals or groups based on race, ethnic origin, religion, nationality, disability, gender, age, veteran status, or sexual orientation/gender identity;
- infringes intellectual property or other proprietary rights of any party, or is not authorized, such as content that you did not create or do not have the permission to use;
- creates a privacy or security risk to any person or exposes others to harm;
- constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities or sales;
- is spam, chain letters, or pyramid schemes;
- promotes a chance to win through a contest, lottery sweepstakes, raffle, or giveaways;
- for Fundraisers for Charity, restricts how the recommended charity may use the funds;
- violates any laws;
- includes a link to another website;
- in PayPal’s sole discretion, is objectionable or exposes others to harm or liability; or
- if you create a Fundraiser to support others in need, please be respectful of their privacy. You need to ensure that they consent to their name being used, their photo or likeness being displayed, etc.

## **Licence Grant and Legal Rights in Fundraiser Content**

The Fundraiser Content remains the property of the Fundraiser Creator. The Fundraiser Creator hereby grants to PayPal and its affiliated companies and users a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, and irrevocable license to duplicate, copy, display, publish, upload, perform, distribute, modify, create derivative works, delete, post, forward to others, and otherwise use your Fundraiser Content, and associated intellectual property and publicity rights, in connection with the operation of PayPal Fundraisers or the promotion, advertising, or marketing thereof, in any form, medium or technology now known or later developed.

As a Fundraiser Creator, you further represent and warrant that: (1) you have all the licences, rights, consents, and permissions in your Fundraiser Content necessary to make this license and grant, and (2) the Fundraiser Content is accurate and does not and will

not infringe any third party's intellectual property right, proprietary right, privacy right, confidentiality, right of publicity, or otherwise violate these Terms or applicable law.

## **Donations Collected through PayPal Fundraiser**

When you collect Donations through a Personal PayPal Fundraiser, the Donations will be held in your PayPal account in a separate e-money balance which is a reserve account. The funds in this separate e-money balance must first be transferred to PayPal balance (in all cases only for the stated purposes of PayPal Fundraiser) to be used for stated purposes of the Fundraiser. PayPal Fundraiser 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 Donations you collect with a PayPal Fundraiser. PayPal Fundraisers are intended for short-term use. They are not meant to be used for long-term or indefinite holding of funds. PayPal Fundraiser is not an undertaking any of the charitable activities, and it remains the Fundraiser Creator's responsibility to ensure that the use of the Fundraiser complies with all local laws relating to fundraising, including applicable charity laws.

For the Fundraisers for Charity, Donations are made directly to PayPal Giving Fund, which will grant the funds to your recommended charity in accordance with its Donation Delivery Policy.

## **Prohibited Uses**

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

1. any activity or purpose that violates any laws;
2. any activity prohibited or restricted by PayPal's [Acceptable Use Policy](#) or that PayPal deems in its sole discretion to be objectionable;
3. any attempt to collect Donations for a minor without the permission of the minor's guardian;
4. a political campaign or otherwise for the benefit of a political party, political figure, or candidate for office;
5. supporting or encouraging criminal activity or violence, including human trafficking or exploitation;
6. the sale of goods or services;

7. marketing or promotional purposes;
8. activities generally performed by law enforcement; or
1. securities, investment opportunities, debt or equity, revenue sharing, annuities, investments, loans, etc.

You may not:

1. support individuals associated with alleged financial crimes including corruption, bribery, tax evasion, fraud, or other similar activities;
2. seek or accept any compensation in relation to your Fundraiser;
3. accept any Donation that you know or suspect to be erroneous, suspicious, or fraudulent;
4. publish or use content or information that violates the Fundraiser Content Standards (see above);
5. offer any incentive, return, interest, benefit, “rewards”, or “perks” in return for a contribution to your Fundraiser;
6. falsely assert, suggest, or imply that contributions to the Fundraiser are tax deductible;
7. post private, confidential, or proprietary data or information about a third party, without the express consent of that third party; or
8. engage in any other activity that is prohibited by the PayPal [User Agreement](#), including the [Acceptable Use Policy](#), or that PayPal deems in its sole discretion to be objectionable.

## **Tax and Other Legal Obligations**

Personal Fundraiser Creators or other people benefiting from the Donations are solely responsible for assessing, collecting, reporting, or remitting all taxes, duties, levies, charges or assessments applicable or payable in connection with contributions made to the Fundraiser.

The Donations made to a Personal Fundraiser are generally not tax-deductible under applicable law. PayPal does not offer any tax advice regarding the Donations. Before using PayPal Fundraisers, you should consult your own tax, legal, financial, or other advisor as appropriate.

The Donations made to a Fundraiser for Charity may be tax-deductible, to the extent permitted by law, only if you request and the relevant charity, at its discretion, provides you with an official tax donation receipt.

If you set up PayPal Fundraiser, you need to ensure compliance with all applicable laws (including, for example, applicable consumer protection laws and state and federal laws on fundraising).

Your Rights and Obligations as a Donor or intended recipient of PayPal Fundraiser

All Donations to PayPal Fundraiser are done at the Donor's own risk and PayPal bears no liability whatsoever in this regard. It is the Donor's responsibility to understand how the Donation will be used and by whom. The Fundraiser category is provided as a convenience and not a guarantee. Donors cannot rely on PayPal to determine whether any Fundraiser category or Fundraiser Content may be inaccurate. If the Donations are not used for the stated purpose, the Donor's only recourse is against the Fundraiser Creator. PayPal is not obliged to monitor whether the use of the Donations is in accordance with the stated use. PayPal has no liability whatsoever towards any person who is called out in the fundraiser as the intended recipient of the Fundraiser.

## **Actions which PayPal May Take**

PayPal may remove a Fundraiser and its contents at any time.

If we have reasons to believe that you have engaged in any activities which violate these Terms, the PayPal [User Agreement](#), or PayPal's [Acceptable Use Policy](#), we may not only remove your Fundraiser, but also hold the Donations in your PayPal account, or limit, suspend, or close any and all PayPal services.

PayPal's additional rights are set out in section "Actions We May Take if You Engage in Any Restricted Activity" of the PayPal [User Agreement](#).

## **Fees**

It's free to create a Fundraiser or to use PayPal to send a Donation to a Fundraiser, unless it involves a currency conversion. For information about how we convert currency, please see the PayPal [User Agreement](#).

For the Personal Fundraisers, the applicable PayPal Fundraiser rates and all other applicable fees, as set forth on our [Consumer](#) Fees Page, will apply to receive money.

PayPal covers transaction fees for Donations to the Fundraisers for Charity. PayPal's currency conversion fee may still apply.

## **Your Use of Donations**

You own the money in your PayPal account. However, you may not use Donations for purposes other than the stated purpose of your Fundraiser as listed on the Fundraiser.

PayPal is under no obligation to monitor the use of the Donations collected on the Fundraiser and will incur no liability whatsoever if the Donations are not used in accordance with the stated purposes of the Fundraiser. PayPal is not liable and assumes no rights, title, or obligations in relation to the Donations collected in the Fundraiser which are personal payments received by you from your Donors. Any disputes with Donors in relation to the Fundraiser or your use of the Donations are your responsibility and no right, title, or interest arises in the Donations by the Donors who make the personal payment at their own risk.

However, if you believe a Fundraiser or Fundraiser Creator is not using the Donations for the stated purpose, you can use the “report” button on the Fundraiser to alert us to the potential issue for further review.

## **Submitting Intellectual Property Complaints**

We respect the intellectual property of others and require that PayPal users and users of PayPal Fundraisers 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 publish content on PayPal Fundraisers 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 PayPal Fundraisers platform, you may request a removal of this content from our website. For details see [here](#) or use the “report” button on the Fundraiser to alert us.

## **PayPal's Right to Set Off**



If you owe PayPal money, and you have funds which have been, will be, or are being paid into your separate e-money balance because of PayPal Fundraiser, PayPal reserves the right to set off the claim against you by drawing upon such funds up to the amount that you owe, and/or by exercising any of PayPal's set off rights pursuant to the PayPal [User Agreement](#).

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

We may revise these terms or terminate these Terms and/or PayPal Fundraisers following the same procedure as set out for revising the PayPal [User Agreement](#) in the section "Welcome to PayPal" of the PayPal [User Agreement](#).

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