

These Fastlane by PayPal Terms (“**Fastlane Terms**”) apply to your use of the Fastlane service (“**Fastlane**”). Fastlane allows the pre-population of payment card and shipping data of participating Fastlane consumers. The Fastlane services are made available to you by PayPal through the Braintree Payment Services. Fastlane is part of the Gateway Services in the Payment Services Agreement (“**Agreement**”). Capitalised terms used in these Fastlane Terms which are not defined have the meanings given to them in the Agreement.

1. Use of Fastlane Service

To use Fastlane, you will need to integrate Fastlane functionality into your online checkout or sales platform. When doing so, you will need to follow all of the rules provided by PayPal. This includes using both the profile creation and guest checkout acceleration components of the Fastlane service.

The Fastlane service is solely a data management service. It allows the pre-population of payment card and shipping information for transactions that have been approved by participating Fastlane consumers. Fastlane is not a payment processing service. PayPal is not providing any form of payment processing services in accordance with these Fastlane Terms.

2. Fees

We reserve the right to introduce additional fees for Fastlane. Any fees introduced will be payable in accordance with the terms of the Agreement.

3. Your Use of Personal Data

If you process any personal data about a Fastlane customer as part of this agreement, we will each be an independent data controller (and not joint controllers). This means we will each separately decide the purposes and means of processing the personal data. We each agree to comply with the requirements of any privacy and data protection laws. This includes any regulations, directives, and codes of practice applicable to data controllers in connection with this agreement. We each also have and will follow our own independently created privacy statements, notices, policies, and procedures for any personal data that we process as part of this agreement. In complying with the data protection laws, we will each:

- keep such personal data confidential;
- carry out and maintain all appropriate security measures in relation to the processing of personal data;
- maintain a record of all processing activities performed under this agreement; and

- not knowingly or intentionally do anything or 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 Fastlane will be used by you only to the extent it is necessary and relevant to Fastlane. It shall not be used for anything else (including marketing) unless you have obtained the prior consent of the customer. This excludes any personal data collected by you directly from the customer. You warrant that you will provide and/or obtain all necessary disclosures and consents in connection with any personal data provided to PayPal. You agree that you will only submit personal data coming from a genuine single customer transaction to PayPal through your use of Fastlane. Such transfer of data must be authorised by the customer.

You may not send any customer personal data provided to you by PayPal to a third party, unless such third party is your service provider (as defined by applicable law). You may not combine personal data provided to you by PayPal with any other data. You may not use any personal data provided to you by PayPal to send, or assist in sending, unsolicited emails to third parties.

The Data Portability part of the Agreement does not apply to the Fastlane services.

Fastlane Card Information is not portable, including when you have been given consent by your customer to store data collected in connection with the Fastlane service.

4. Termination

In addition to the term and termination rights in the Agreement, PayPal can, in its own discretion, terminate or suspend your use of Fastlane at any time by giving reasonable notice. PayPal may also do so immediately: (a) for any breach of the Agreement or these Fastlane Terms; (b) for any violation of law, regulation, or PayPal policy; or (c) if PayPal determines that your use of Fastlane could expose PayPal to financial loss or legal liability. You may terminate your use of Fastlane by turning off Fastlane in the control panel. If you no longer wish to collect additional Fastlane-required Customer data, you will also need to remove your Fastlane integration when you turn off Fastlane.

Regardless of anything else in these terms or the Agreement, Card Information originating from Fastlane transactions (“**Fastlane Card Information**”) will not be included in the Data Portability services offered under the Agreement. Any termination of these Fastlane Terms or suspension of your use of the Fastlane services will not automatically result in a termination of the Agreement or suspension of the Braintree Payment Services. Even if the Fastlane service is terminated or suspended, your use of Fastlane Card Information will be controlled by the Agreement.

5. Miscellaneous

These Fastlane Terms form part of the Agreement. If there is any conflict between these Fastlane Terms and the Agreement with respect to Fastlane, the Fastlane Terms take priority. Unless amended by these Fastlane Terms, all other terms in the Agreement shall continue in force and effect and be binding on the parties.