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PayPal Mobile Application Licence Agreement

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By using this PayPal Mobile Application (this "Application"), you agree to be bound by this PayPal Mobile Application Licence Agreement (this "Licence Agreement"). You must be 18 or over to accept the terms of this Licence Agreement and use this Application.

This is an agreement between you and PayPal only.

PayPal is responsible for this Application and the content thereof.

Certain features of this Application may require you to be a PayPal user or provide personal information.

Your use of these features and this Application is subject to the [Privacy Policy](#) and [User Agreement](#) found at www.paypal.com.

Contracting Parties.

The contracting party and data controller is PayPal UK Ltd, Whittaker House, Whittaker Avenue, Richmond-Upon-Thames, Surrey, United Kingdom, TW9 1EH ("PayPal")

Uninstall.

To uninstall this Application, please use the application manager provided with your device or otherwise consult your device manual.

Application Use.

PayPal grants you the right to view, use and display this Application only for your personal use on the mobile product that you own or control and as permitted by any terms of use required by the party providing the app store from which you are downloading this Application.

In return for agreeing to comply with this Licence Agreement, you may:

- download or stream a copy of this Application onto your mobile device(s);
- provided you comply with the "Licence Restrictions" section below when doing so, make up to one (1) copy of this Application for back-up purposes; and
- receive from us and use any free supplementary software code or update of this Application incorporating "patches" and corrections of errors as we may provide to you.

We recommend that you back up any content and data used in connection with this Application, to protect yourself in case of problems with this Application.

This Application has not been developed to meet your individual requirements. Please check that the facilities and functions of this Application (as described on the app store from which you are downloading this) meet your requirements.

Licence Restrictions

You may not translate, merge, adapt, vary, alter modify, publish, licence, sell, or otherwise commercialise this Application or any information or software associated with this Application. You must regularly check for and, if available, update the Application software.

You may not permit this Application or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use this Application on devices as permitted in the terms of this Licence Agreement.

You may not copy this Application, except as part of the normal use of this Application or where it is necessary for the purpose of back-up or operational security.

You may not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of this Application nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile this Application to obtain the information necessary to create an independent program that can be operated with this Application or with another program (a "Permitted Objective"), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without PayPal's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to this Application;
- is kept secure; and
- is used only for the Permitted Objective.

You may not rent, lease or otherwise transfer rights to this Application. If you sell any device on which this Application is installed, you must remove this Application from it.

If you download or stream this Application onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms of this Licence Agreement, whether or not you own the phone or other device.

You may not use this Application in any manner that could impair any PayPal site in any way or interfere with any party's use or enjoyment of any PayPal site.

You must use the Application in compliance with all applicable laws and regulations.

You must comply with applicable third party terms of agreement when using this Application (e.g. your wireless data service agreement or other third party services you rely on to use this Application).

PayPal may suspend, block or terminate this Licence Agreement and access to or use of this Application if you are in breach of this Licence Agreement and/or other agreements between you and PayPal and/or the Acceptable Use Policy or we are required to do so by law. Where we do so we will give you advance notice and an opportunity to fix the breach. There may be circumstances where we are not able to provide you with advance notice and suspension or termination will apply immediately. These will include, but are not limited to:

- instances where you are in serious or repeated breach of the Licence Agreement and/or other agreements between you and PayPal and/or the Acceptable Use Policy;
- where giving notice could cause harm or liability to PayPal or the Application;
- it would be in breach of the law or an enforcement order; or
- if it could compromise the security of the Application.

The Application has minimum hardware and software requirements, details of which are included in the relevant App Store download specifications. The party providing your mobile operating system has no obligation whatsoever to furnish any maintenance and support services with respect to this Application.

This Application may contain links to other independent websites which are not provided by PayPal. Such independent sites are not under PayPal's control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Intellectual Property.

PayPal owns, or is the licensee to, all right, title and interest in and to this Application, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof.

Other company, product, or service names mentioned in this Application may be trademarks of their respective companies.

You will not modify, adapt, translate, prepare derivative works from, decompile, reverse– engineer, disassemble or otherwise attempt to derive source code from this Application and you will not remove, obscure or alter PayPal’s copyright notice, trademarks or other proprietary rights notices affixed to, contained within or accessed in conjunction with or by this Application.

Disclaimer of Warranties.

This Application and the service(s) accessed by it are provided "as is" and "as available".

PayPal will provide you with access to and use of the Application using reasonable care and skill. Provided PayPal has used its reasonable care and skill to provide access to and use of Application described in this Licence Agreement, PayPal will not be responsible for losses caused by events beyond its reasonable control.

You download and use this Application at your own discretion and risk. Provided that PayPal has used reasonable care and skill in providing the Application to you, PayPal will not be liable for any damage to your hardware device(s) or loss of data that results from the download or use of this Application.

Limitation of Liability.

If PayPal fails to comply with this Licence Agreement, PayPal is responsible for loss or damage you suffer that is a foreseeable result of its material breach of this Licence Agreement or its negligence, but PayPal is not responsible for any loss or damage that is not foreseeable or relates to any claim of infringement of the intellectual property rights of you or others. Loss or damage is foreseeable if it is an obvious consequence of PayPal breach or if it was contemplated by you and PayPal at the time you entered into this Licence Agreement.

If you use this Application for any commercial, business or resale purpose PayPal will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Nothing in this Licence Agreement shall limit our liability towards you for claims for death or personal injury or damages caused by intentional wrongdoing or gross negligence of us, our legal representatives or agents.

This Application is provided for account access purposes only. Although we make reasonable efforts to update the information provided by this Application, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Compensation

You will compensate PayPal for any losses, expenses or other costs reasonably incurred by PayPal which are directly caused by

- your serious breach of this Licence Agreement;
- your improper use of the Application;
- your violation of any applicable law; or
- any claim made by any third party arising in connection with a violation of this Licence Agreement, for which you are directly responsible.

PayPal reserves the right, at its own expense, to assume the exclusive defence and control of any matter brought by a third party for which you are liable but doing so will not mean that you are no longer liable to PayPal.

User Agreement and Privacy Policy.

When you access PayPal using a mobile device, we may collect and store sign–on data in connection with that device (including device ID) and geolocation data in order to provide our service. You understand and agree that PayPal will collect and process your personal data, including your identity and location as a part of this service. Your personal data will also be requested and processed if you seek to register your PayPal Account through this Application.

The terms of the PayPal User Agreement and Privacy Policy, including all agreements incorporated by reference, also apply to your use of this Application. To be clear, this Application will form part of the PayPal Services you receive from PayPal.

We may update this Application or Licence Agreement from time to time.

The types of changes that we may make to the Licence Agreement under this clause may include, for example:

- editorial or clarificatory changes, such as updating names of products, correcting typographical or calculation errors or other obvious mistakes or changes to text to improve transparency;
- changes made because of a change in applicable laws;
- when introducing new products, features or services or improving existing ones;
- when further enhancing the security of our services; or
- to respond to any other change that affects how we wish to deliver our services to you.

If we make a change to these terms that impacts our contractual relationship with you or the nature of the service we provide to you, we will notify you. We will usually give you notice of at least 30 days. We may make changes more quickly if a change is required under applicable law or the changes relate to the addition of a new service, extra functionality to the existing Application or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities (including editorial or clarificatory changes). You can review the most current version of the Licence Agreement at any time by reviewing our websites.

Changes to this Licence Agreement will take effect on the date of expiry of the notice period (where a notice period applies) or on the date when the change is made (where a notice period does not apply).

By continuing to use the Application after any changes to this Licence Agreement take effect, you will be deemed to have accepted the change. If you do not agree to any change, please uninstall and discontinue using the Application

From time to time we may automatically update the Application to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Application for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using this Application.

The Application will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

Export Restrictions.

This Application or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iran, North Korea, Sudan, Syria or any other country subject to United States embargo or UN Sanctions; (b) to anyone on the OFAC list, US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and

(c) to any prohibited country, person, end-user or entity specified by US Export Laws or other similar legislation.

Third Party Beneficiary.

Your mobile OS is a third party beneficiary of this Licence Agreement, and, upon your acceptance, such third party beneficiary will have the right (and will be deemed to have accepted the right) to enforce this agreement against you.

Support.

For customer support please [contact us](#) as set out in the User Agreement.

Status disclosure

PayPal UK Ltd is authorised and regulated by the Financial Conduct Authority (FCA) as an electronic money institution under the Electronic Money Regulations 2011 for the issuance of electronic money (firm reference number 994790), in relation to its regulated consumer credit activities under the Financial Services and Markets Act 2000 (firm reference number 996405) and for the provision of Cryptocurrency services under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (firm reference number 1000741). Some of PayPal UK Ltd’s products including PayPal Pay in 3 and PayPal Working Capital are not regulated by

the FCA. PayPal UK Ltd’s company number is 14741686 and its registered address is Whittaker House, Whittaker Avenue, Richmond–Upon–Thames, Surrey, United Kingdom, TW9 1EH.