

# PAYPAL USER AGREEMENT

## About Your Account

This user agreement will be effective for all users as of December 1, 2021.

### Welcome to PayPal!

This user agreement is a contract between you and PayPal Hong Kong Limited, a company registered under the laws of Hong Kong SAR China, and governing your use of your PayPal account and the PayPal services. If you are an individual, you must be a resident of Hong Kong SAR China and at least 18 years old, to open a PayPal account and use the PayPal services. If you are a business, the business must be organised and operating in Hong Kong SAR China, to open a PayPal account and use the PayPal services.

By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement. You also agree to comply with the following additional policies and each of the other agreements on the [Legal Agreements](#) page that apply to you, including:

- [Acceptable Use Policy](#)

Please read carefully all of the terms and conditions of this user agreement, the terms of these policies and each of the other agreements that apply to you.

We may amend this user agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it on our website, unless otherwise noted. If our changes reduce your rights or increase your responsibilities we will post a notice on the [Policy Updates](#) page of our website and provide you with at least 14 days notice. All future changes set out in the [Policy Updates](#) page already published on the Legal Agreements page at the time you register for the PayPal services are incorporated by reference into this user agreement and will take effect as specified in the Policy Update.

If you do not agree to the revised terms and conditions, you must stop using the PayPal services, close your account and terminate your relationship with us. This user agreement will continue to apply to your previous use of our services.

### About our main business

PayPal is not an authorised institution (licensed bank, restricted licence bank, or deposit-taking company) for the purpose of Banking Ordinance (Cap. 155) and the PayPal services are stored value facility and payment processing services rather than banking

services. PayPal Hong Kong Limited is a licensed issuer of a stored value facility regulated by the Hong Kong Monetary Authority under Licence Number: SVF0008.

Consumer advisory - please note that stored value facility balances are not protected by the Hong Kong Deposit Protection Scheme. Consumers (users) in Hong Kong SAR China, are advised to read these terms and conditions carefully.

This user agreement is not a solicitation of the PayPal services and PayPal is not targeting any country/region or market through this user agreement.

## **Opening an Account**

We offer two types of accounts: personal accounts and business accounts.

All PayPal accounts let you do things like:

- [Send](#) and [receive](#) money.
- [Buy](#) things online, using mobile devices or in stores.
- Make payments using your credit card, debit card, PayPal balance, or other payment methods.
- Accept credit card, debit card, PayPal balance, or other payment methods from others.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your PayPal account and the PayPal services.

In order to open and maintain a PayPal account, you must provide us with correct and updated account information, including but not limited to personal information, financial information, or other information related to you or your business.

You must keep your mailing address, email address and other contact information current in your PayPal account profile.

## **Personal accounts**

If you primarily make purchases or send money to family and friends, a personal account is probably right for you. With a personal account you can do things like:

- Buy goods and services.
- Send and request money from friends and family.

You can also use a personal account to receive money for the sale of goods and services, but if you plan to use your PayPal account primarily to sell things, you should consider a business account. You can change your PayPal account from a personal account to a business account should circumstances change.

## **Business accounts**

A business account is for people and organizations that primarily sell goods or services, even if your business is not incorporated. With a business account, you can do things like:

- Use a company or business name as the name on your PayPal account.
- Allow employees access to some of the features of your PayPal account.
- Sign up for [PayPal products](#) that meet your business needs.

Business accounts may be subject to fees that differ from the fees applicable to personal accounts.

**By opening up a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose. You also consent to PayPal obtaining your personal and/or business credit report from a credit reporting agency at account opening, when you request certain new products and whenever we reasonably believe there may be an increased level of risk associated with your business account.**

## **Commercial Entity Agreement**

If the activity through any type of PayPal you hold account reaches certain thresholds or involves certain business segments or activities, you are required to agree to Commercial Entity Agreement to allow you to continue accepting Visa and MasterCard payments. In this case, the [Commercial Entity Agreement](#) will apply to any payment processed by PayPal on your behalf and will form part of this user agreement.

## **Closing Your PayPal Account**

You may close your account and terminate your relationship with us at any time without cost or penalty, but you will remain liable for all obligations related to your PayPal account even after the PayPal account is closed. You must [withdraw](#) or transfer any PayPal balance from your PayPal account before closing it.

In certain cases, you may not close your PayPal account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your PayPal account has a negative balance.
- If your PayPal account is subject to a hold, limitation or reserve.

## **Link or Unlink a Payment Method**

You can link or unlink a credit card, debit card or a bank account to your PayPal account as a payment method. Pre-paid cards cannot be used as a payment method, unless

otherwise notified by PayPal. Please keep your payment method information current (i.e. credit card number and expiration date). If this information changes, we may update it using information and third party sources available to us without any action on your part. If you do not want us to update your card information, you may remove your payment method from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner. Pre-paid cards may not be used to fund a transaction in Hong Kong SAR China unless otherwise notified by PayPal.

## **Holding a PayPal Balance**

If you hold a balance, PayPal will hold your funds in its stored value facility. PayPal combines your balance with the balances of other users and invests those funds in liquid investments. These pooled amounts are held separate from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. You agree PayPal shall own the interest or other earnings on these investments. You agree to assign any rights to any interest derived from your funds to PayPal.

## **Adding or Withdrawing Money**

### **Adding money**

You may use the payment methods linked to your PayPal account to fund transactions you make using your PayPal account. You don't need a PayPal balance to buy something or send payments. You can transfer money to your PayPal account from the bank account that's linked to your PayPal account by requesting an electronic transfer to your PayPal account. The amount transferred will be held as a balance in your PayPal account. Credit cards and prepaid cards cannot be used to add funds to your PayPal balance or fund transactions, unless otherwise notified by PayPal.

### **Withdrawing money**

If you have a PayPal balance, you may withdraw it by electronically transferring it to your US bank account or to your Hong Kong SAR China bank account linked to your PayPal account. You can also withdraw your funds to your eligible Hong Kong bank account within minutes. The currencies in which you may withdraw your funds to your Hong Kong bank account may be limited. Unless otherwise specified, when withdrawing your funds to your Hong Kong bank account, funds may only be withdrawn in Hong Kong Dollars. If you are holding a balance in U.S. Dollars, you may be able to withdraw the funds to your linked U.S. bank account and a fee may apply. If you are holding a balance in a foreign currency, you may only withdraw that balance (or any part of that balance) after it has been converted to Hong Kong Dollars, if you are withdrawing your

funds to your Hong Kong bank account, or U.S. Dollars if you are withdrawing your funds to your linked U.S. bank account.

To protect us and our users from loss, we may delay a withdrawal in certain situations, including if we need to confirm that you have authorized the withdrawal or if other payments to your PayPal account have been subject to a reversal (for example, as a result of a [chargeback](#), bank reversal or [dispute by a buyer](#)). If we place a [limitation](#) on your PayPal account, a payment is subject to a hold, or your account or an associated account has a negative balance in any currency while a withdrawal from your PayPal account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or the negative balance is fully paid off.

We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your PayPal account. Completing the following steps can help us verify your PayPal account, which may allow us to remove any withdrawal cap:

- Verifying your bank account; and
- Linking and confirming your credit card or debit card information.

## **Managing Your Money in Multiple Currencies**

### **Holding multiple currencies**

Your PayPal balance may be held in any of the currencies supported by PayPal, and you may hold a balance in more than one of these currencies at the same time.

If you hold a balance in your PayPal account:

- We may allow you to convert the funds to a balance in another currency. If you convert funds in your account, PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used. We may, at our discretion, impose limits on the amount of money that you can convert or the number of conversions you can perform.
- You may only withdraw the funds in the opening currency of your account or such other currency that PayPal supports for withdrawal in your registered country/region. In order to withdraw funds in your account held in another currency you will have to convert the currency to the opening currency of your account, or it will be converted for you at the time of your withdrawal. PayPal's transaction exchange rate, including our [currency conversion fee](#), will be used.

To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in your PayPal account in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used.

You are responsible for all risks associated with maintaining multiple currencies in your PayPal account. You may not manage or convert currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

### **How we convert currency**

If PayPal converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a [currency conversion fee](#) applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior Business Day; or, if required by law or regulation, set at the relevant government reference rate(s).

For some uses of your PayPal accounts, PayPal may determine currency conversion is necessary. The currency conversion fee applicable can be found on our Fees page under the heading [Currency conversion fees](#).

### **Currency conversion choices**

When your payment is funded by a debit or credit card and involves a currency conversion by PayPal, you consent to and authorize us to convert the currency in place of your debit or credit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. This currency preference selection may be presented to you in various forms, including setting the currency of your card, a choice of which currency is used for the transaction, whether PayPal or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and the fees they may charge. PayPal will always perform the conversion for transactions where you use your existing PayPal balance or your linked bank account is the payment method.

### **Account Statements**

You may view any account statement(s) or other account activity information made available to you by logging into your PayPal account.

## **PAYPAL USER AGREEMENT**

### **Sending Money and Buying**

#### **Sending Money to or Receiving Money from a Friend or Family Member**

## **Sending money**

You can send money to a friend or family member using the send money feature in your PayPal account (sometimes called “personal payments” or “peer-to-peer/P2P payments”). You can send money to a friend or family member even if they don’t have a PayPal account at the time you send them money, using their email address or mobile number, in any currency that PayPal supports, and you can choose which [payment method](#) you want to use. If the person to whom you are sending money does not have a PayPal account, they can claim it by opening a PayPal account. If they don’t claim it, it will be refunded to you. Receiving money from a friend or family member is described under [Receiving Money](#).

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases. You can view any sending limit by logging into your PayPal account. We may increase your sending limits if you complete the same steps to verify your information as is required for the removal of withdrawal limits.

When you send money to a friend or family member, one of three things may happen: they may accept, decline or fail to claim the money. If they either decline to accept the money or don’t claim it within 30 days of the date it is sent, the money (including any fees you were charged) will be refunded to:

- The original payment method you used for the transaction, if you used a credit card, debit card or PayPal Credit as the payment method, or
- Your PayPal balance, if you used your PayPal balance as the payment method or a bank account as the payment method and we cannot refund it to your bank account.

## **Receiving money**

If a friend or family member sends money to you, the money will appear in your PayPal balance. To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal’s [transaction exchange rate](#) (including our [currency conversion fee](#)) will be used.

## **Fees for Sending Money to Friends and Family**

**The fees applicable to sending money can be found on our [Sending Money to Friends and Family table](#) and will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member. If you convert money in your PayPal balance from one currency to another before sending money, PayPal’s transaction exchange rate (including our [currency conversion fee](#)) will be used. And, if you use your credit card as the payment method when sending money, you may be charged a cash-advance fee by your card issuer.**

**If you send money to a friend or family member from a third party (non-PayPal) website or by using a third party's product or service, then the third party will determine if the sender or recipient pays the fee. This will be disclosed to you by the third party before the payment is initiated.**

**You can also use the send money feature in your PayPal account to pay for good or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you choose the “send money to pay for goods and services” feature in your PayPal account. In that case, the seller will pay the fees. You must not use the “send money to a friend or family member” feature in your PayPal account when you are paying for goods or services.**

## **Buying Something From, or Returning Something to, a Seller Who Accepts PayPal**

### **How to buy something**

You can buy something from a seller who accepts PayPal, in any currency that the seller accepts, and that PayPal supports, using the funds in your PayPal balance, or using any [payment method](#) linked to your PayPal account. This includes, for example:

- Buying something at an online sellers website and selecting PayPal as your payment method at checkout.
- Sending a payment to a seller for good or services.

If the seller you are buying from sells goods or services and that seller does not already have a PayPal account, they can claim your payment by opening a PayPal account. If they don't open a PayPal account within 30 days, your payment will be refunded.

In order to manage risk, PayPal may limit the payment methods available for a transaction when you buy something. In addition, payment methods may be limited for certain sellers or if you make a PayPal payment through certain third-party websites or applications.

When you authorise a payment to a seller who accepts PayPal, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your PayPal account. In that case, your authorisation of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the payment method, your debit or credit card issuer also may show a pending authorisation for a period of time until they release the hold or receive a completed transaction.

If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied as described in the [How we convert currency](#) section and will be determined at the time the payment is processed.



## **Fees**

When you buy something from a seller who accepts PayPal, you don't pay a fee to PayPal. If PayPal performs a [currency conversion](#) for your purchase, PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used.

Your credit card or debit card issuer may also charge you a separate fee for transactions.

## **Payment review**

When PayPal identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, PayPal will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

## **Automatic payments**

You can agree with a seller who accepts PayPal to use PayPal as the payment method for future automatic purchases with that seller. This agreement is between you and the seller and allows the seller to take funds from your PayPal account with your authorisation on a one-time, regular or sporadic basis. Examples of automatic payments that can be arranged by you either with a seller or with PayPal include those that PayPal calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized debit or PAD", "preauthorized transfer", "future payments", "automatic payments" or "preapproved payment."

You may cancel an automatic payment up to 3 [Business Days](#) before the date of the next scheduled payment from your account settings or by contacting us through the [PayPal Help Centre](#). Once an automatic payment is canceled, all future automatic payments for that seller will be stopped. If you cancel an automatic payment, you may still owe the seller money for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for and you may be required to pay the seller through alternative means.

If you have authorized an automatic payment and PayPal performs [currency conversion](#) for that automatic payment transaction, PayPal will use the transaction exchange rate (including PayPal's [currency conversion fee](#)) in effect at the time the automatic payment transaction is processed.

## **Refunds**

When you buy something from a seller online using PayPal and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a credit card, debit card or PayPal balance. If you

used a bank account as the payment method for the transaction, we will refund the money to your bank account, or to your PayPal balance if we cannot refund it to your bank account. For purchases you make in a seller's store location that you paid for using your PayPal account and the transaction is ultimately refunded, the money will be refunded to your PayPal balance.

If PayPal performed a currency conversion for your transaction and a refund is issued:

- Within 1 day of the date of the original payment, the transaction exchange rate (including our currency conversion fee) used at the time of the original payment will apply.
- Beyond 1 day of the date of the original payment, PayPal's transaction exchange rate (including our currency conversion fee) on the date of the refund will apply. The transaction exchange rate may be applied immediately and without notice to you. This means that you may not receive the full amount of your original payment due to the fees above and fluctuations in currency conversion rates.

Money will be refunded in the currency you paid; or if we are unable to refund in the currency you paid, in your primary holding currency.

## **Payment Method Used for My Transaction**

### **Selecting a preferred payment method**

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences on [paypal.hk](https://www.paypal.com/hk). There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions and automatic payments with a seller.

If you have chosen a preferred payment method, it will be shown as the primary method of payment.

The availability of certain payment methods may be limited based on that particular seller or the third party website you are using to complete the transaction.

If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you available payment methods, including the payment method you used most often or most recently, at the time of transaction. You can also click on the "Manage" link to see all of your available payment methods, or add a new one, and select a payment method during the transaction.

Pre-paid cards may not be used to fund a transaction unless otherwise notified by PayPal.

## **Backup payment method**

Certain one-time online transactions may require that a backup funding method be used in the event that your selected or preferred payment method is unavailable. In those instances, the backup funding method may be displayed to you on your transaction review page, before you complete the transaction. Note that this only applies for one-time, online transactions, and not for automatic payments. If PayPal determines currency conversion is necessary for a transaction that also requires a backup payment method, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on your backup payment method.

## **Sending money to friends and family**

When you send money to friends and family using your PayPal balance (if available) or your bank account, we waive all fees, so we always show you these payment options first, even if you have a set preferred payment method for your online purchases. Remember, you always have the choice to select any payment method in your PayPal account by clicking the “Change” link on the Send Money page. If you select a payment method with a fee, we will always show you the fee before you send money.

## **Automatic payments**

Some sellers allow you to store PayPal as the way to pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement with the seller that permits them to request that we charge your PayPal account each time you make a purchase.

You can select a payment method for future purchases with a particular seller either at the time of creating the agreement or in your account settings on paypal.hk. For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost.

If your chosen payment method is unavailable (e.g. credit card expired), a particular agreement with a seller does not provide for the ability to specify a payment method, or if you have not designated a payment method for future transactions with a seller, the payment method used will be in the following order, if applicable: 1. balance; 2. bank account (instant transfer); 3. PayPal co-branded debit card; 4. PayPal co-branded credit card; 5. debit card; and 6. credit card.

You can cancel any authorised automatic payment to a particular seller in your account settings.

## **PayPal’s Buyer Protection Program**

### **PayPal Buyer Protection**

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under [PayPal's Buyer Protection](#) program. When applicable, [PayPal's Buyer Protection](#) program entitles you to reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim is eligible for the [PayPal's Buyer Protection](#) program. PayPal's original determination is considered final, but you may be able to file an appeal of the decision with PayPal if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process.

The program terms and conditions are set out in [PayPal's Buyer Protection](#) program page and form part of this user agreement.

# **PAYPAL USER AGREEMENT**

## **Selling and Accepting Payments**

### **Accepting Payments From Buyers for Goods and Services**

#### **Receiving personal payments**

If you use your PayPal account to receive payments for the sale of goods or services, you must:

- Pay any applicable [fees](#) for receiving the funds.
- Not ask your buyer to send you a personal payment for the purchase. If you do so, PayPal may remove your PayPal account's ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal or Braintree website (including any page for developers and our [Legal Agreements](#) page) or online platform. Such further terms include the PayPal [Alternative Payment Methods Terms](#).

#### **No surcharges**

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

#### **Presentation of PayPal**

You must treat PayPal payment methods or marks at least on par with any other payment methods offered at your points of sale, wherever PayPal's branded services are integrated, including your websites or mobile applications. This includes at least equal or better: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, and fees, in each case as compared to other marks and payment methods at your points of sale. Further, you must not present any payment method or mark upstream (or at an earlier point in the checkout experience) from the presentment of any of PayPal's services or marks.

In representations to your customers or in public communications, you must not mischaracterize any PayPal service as a payment method or exhibit a preference for other payment methods over any PayPal service. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the PayPal payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

### **Taxes and information reporting**

Some of our fees may be subject to applicable taxes, levies, duties or similar governmental assessments, including, for example, value-added tax, sales tax, income tax, use or withholding taxes, assessable by any jurisdiction (collectively, "taxes") and, unless expressly noted, our fees are exclusive of applicable taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. PayPal is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction. Any fees payable by you to PayPal are charged on the gross amount of the payment (inclusive of any applicable taxes).

### **Your refund policy and privacy policy**

You must publish a refunds and return policy, as well as a privacy policy, where required by law.

### **Payment review**

PayPal reviews certain potentially high-risk transactions. If PayPal determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. PayPal will conduct a review and either complete or cancel the payment. If the payment is completed, PayPal will provide notice to you to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments

that complete this payment review will be eligible for PayPal's Seller Protection program if they meet the PayPal's Seller Protection program requirements. We will notify you by email and/or through your PayPal account.

### **In-store payments and QR code transactions**

If you accept PayPal payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer's account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased. If you use a QR code to accept payments in your physical store, you must use a QR code intended for goods and services transactions. You must also not use QR codes intended for in-person transactions as a method of accepting payment for goods and services transactions occurring online. For any buyer claims related to QR code transactions you may be required to provide us with alternative evidence of delivery, or such additional documentation or information relating to the transaction.

### **Marketplace sellers**

If you're a seller on a marketplace or through a third-party application where PayPal is offered, you must comply with any rules that apply to the marketplace's or the third party application's buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

### **Card not present transactions**

Whenever a buyer uses a debit or credit card as the payment method for a transaction using their account to buy something from you as a seller, the transaction will be processed as a "card not present" transaction, even if the buyer is at your store location.

### **Accepting preauthorized payments**

As a seller, you can accept payments from a buyer's account through preauthorized payments either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized debit or PAD," "preauthorized transfer," "pre-approved payment" or "automatic payment."

If you receive preauthorized payments from buyers:

You must:	You must not:
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Get each buyer's prior authorisation for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorisation, if a buyer has stopped or canceled a preauthorized payment.
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.	
Provide buyers the ability to stop any such payment up to 3 <a href="#">Business Days</a> before the date scheduled for payment.	
Notify the buyer at least 10 days in advance of the amount and date of each preauthorized payment if the preauthorized payment will vary from the preauthorized amount or (at the buyer's option) any payment that is in an amount that falls outside of the pre-determined range.	

## Transaction Fees for Online and In-Store Payments

### Standard transactions fees

Your PayPal transaction fees depend on the buyer's country/region. The fees you pay when selling goods or services and the buyer pays using their PayPal account (or using another authorized wallet) can be found on the [Merchant Services Fees](#) table. Please note that:

- We may adjust the fees applicable to future transactions that you process using PayPal. We will provide you at least 14 days' advance notice of any fee increase or the introduction of a new type of fee.
- If you accept payments using a PayPal product (like [PayPal Payments Pro](#)), the fees applicable to those products will apply to your transactions.

### Micropayments Fees

You may qualify to receive micropayments pricing for the sale of goods and services through your PayPal account, if your transactions typically average less than \$10 USD. In order to qualify, you must submit an application, be approved by us, and have a PayPal account that is in good standing (for example, no limitations or negative PayPal balance), you may not be processing payments using [PayPal Payments Pro](#) and you must submit an application and have it approved by us.

If your PayPal account is approved to accept micropayments, then the fees found on the [Micropayment Fees table](#) will apply to all transactions for the sale of goods or services processed through your PayPal account, instead of the [Merchant Services Fees](#). If you have multiple PayPal accounts, you must route your micropayments transactions through the appropriate account. Once a transaction is processed, PayPal will not re-route the transaction through a different account.

By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table then if a buyer opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim

## **PayPal Payouts**

If you are using PayPal Payouts (formerly Mass Pay), the terms of the [PayPal Payouts Agreement](#) will apply.

## **Your responsibility to notify PayPal of pricing or fee errors**

Once you have access to any account statement(s) or other account activity information made available to you by PayPal with respect to your business account(s), you will have sixty (60) days to notify PayPal in writing of any errors or discrepancies with respect to the pricing or other fees applied by PayPal. If you do not notify PayPal within such timeframe, you accept such information as accurate, and PayPal shall have no obligation to make any corrections, unless otherwise required by applicable law. For the purposes of this provision, such pricing or fee errors or discrepancies are different than unauthorized transactions and other electronic transfer errors which are each subject to different notification timeframes as set forth in this user agreement.

## **Refunds, Reversals and Chargebacks**

### **General information**

If you receive a payment that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable [Chargeback fee](#) or [Dispute fee](#) described below). Whenever a transaction is refunded or otherwise reversed, PayPal will refund or reverse the transaction from your PayPal account in the same currency as the original transaction. If your PayPal balance for a particular currency is insufficient to cover the amount of a refund or reversal, PayPal will perform a currency conversion in order to refund or reverse the transaction. PayPal's transaction exchange rate (including our [currency conversion fee](#)) at the time the refund or reversal is processed will be used.

If you refund a transaction, we'll retain the fees you paid as set out on our [Fees](#) page.

### **Payments that are invalidated and reversed**

Payments to you may be invalidated and reversed by PayPal if:

- You lose a PayPal Buyer Protection claim submitted to us by a buyer, including as a result of your failure to respond in a timely manner.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for [PayPal Seller Protection](#). The card issuer, not



PayPal, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.

- You do not fulfill the transaction as promised or you cannot provide [proof of shipment or proof of delivery](#) when required.
- eBay decides against you under its money back guarantee program (and you haven't opted out).
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.
- PayPal sent the payment to you in error.
- The payment was unauthorized.
- You received the payment for activities that violated this user agreement, the PayPal Acceptable Use Policy or any other PayPal policy.

When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason. If the buyer paid in another currency, the full amount of the payment sent to you may be calculated in that currency, using PayPal's transaction exchange rate (including our [currency conversion fee](#)) at the time the refund or reversal is processed. If your PayPal balance is insufficient to cover your liability for the payment amount plus the fees, then this will result in a negative PayPal balance. Any negative PayPal balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your PayPal balance to eliminate it. If you do not do so, PayPal may:

- recover any amounts due to PayPal by debiting your balance;
- engage in collection efforts to recover such amounts from you;
- take any and all action as outlined under [Amounts owed to PayPal](#); or
- place a limitation or take other action on your PayPal account as outlined under [Restricted Activities, Holds and Liquidated Damages](#).

### **Dispute fee**

PayPal will charge a [Dispute fee](#) to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's PayPal account or through a PayPal guest checkout. The [Dispute fee](#) applies when the buyer pursues a claim directly with PayPal, a chargeback with their card issuer, or a reversal with their bank. The [Dispute fee](#) will be charged at either the **Standard Dispute fee** rate or the **High Volume Dispute fee** rate. The [Dispute fee](#) will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the [Dispute fee](#) table, then the fee charged will be in your primary holding currency. The [Dispute fee](#) will be deducted from your PayPal account after the claim is decided.

The [Dispute fee](#) amount will be determined when the dispute case is created. The fee is based on the ratio of the total transaction amount of all Item Not Received and Significantly Not as Described claims you receive compared to the total amount of your sales for the previous three calendar months. Your total claims include all Item Not

Received and Significantly Not as Described claims that are filed either directly with and escalated to PayPal or with the buyer's card issuer or bank. Your total claims do not include claims for Unauthorised Transactions. For example, for in the month of September, your disputes ratio will be calculated by considering your total claims to sales ratio over June, July, and August. The claims ratio for September will determine the dispute fee for all claims filed in October.

If your disputes ratio is 1.5% or more and you had more than 100 sales transactions in the previous three full calendar months, you will be charged the **High Volume Dispute fee** for each dispute. Otherwise, you will be charged the **Standard Dispute fee** for each dispute.

You will **not** be charged a **Standard Dispute fee** for disputes that are:

- Inquiries in PayPal's [Resolution Center](#) that are not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- Filed by the buyer directly with PayPal as an [Unauthorized Transaction](#).
- Deemed by PayPal in its sole discretion to have met all the requirements under [PayPal's Seller Protection](#) program.
- Claims with a transaction value that is less than twice the amount of a **Standard Dispute fee**.
- Decided in your favor by PayPal or your issuer.

You will **not** be charged a **High Volume Dispute fee** for disputes that are:

- Inquiries in PayPal's [Resolution Center](#) and not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- Filed by the buyer directly with PayPal as an [Unauthorized Transaction](#).

Sellers charged **High Volume Dispute fees** may be required to provide a remediation plan which includes an explanation of the cause of the increased dispute rate, the actions taken to reduce disputes, and the timelines for those actions.

Disputes listed above may be excluded from being charged a **Standard Dispute fee** or a **High Volume Dispute fee**, but the claim itself may still be included in the overall calculation of your dispute ratio.

### **Chargeback fees**

For transactions that are not processed either through a buyer's PayPal account or through a guest checkout, and where the buyer pursues a chargeback for the transaction with their card issuer, PayPal will charge you a [Chargeback fee](#) for facilitating the

chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is the amount specified on the [Chargeback Fee table](#) in the currency of the original transaction. If the transaction was in a currency not listed in the [Chargeback Fee Table](#), the fee charged will be in your primary holding currency.

If a buyer files a chargeback, the card issuer, not PayPal, will determine who wins the chargeback.

### **Impact of various buyer protection processes on sellers**

You should read and understand [PayPal's Buyer Protection](#) program and if you sell goods and services to and receive payments from buyers with PayPal accounts in countries/regions other than your own, you should also be familiar with the PayPal Buyer Protection available to buyers in each of those countries/regions. Buyers' rights under these programs may impact you as a seller. You can find this information for PayPal's programs on the [Legal Agreements](#) page by selecting your buyer's location at the top of the page and referring to the applicable user agreement for that geography.

If you lose a claim under PayPal's Buyer Protection program in any country/region:

- You will be required to reimburse PayPal for your liability.
- Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal fees that you were charged for the transaction. This applies when you are the primary seller or a secondary seller of goods or services. For example, event ticketing agents, or online travel agents will be liable for the full purchase amount paid by the buyer.
- You will not receive a refund of the PayPal fees that you paid in connection with the sale.
- If the claim was that the item received was Significantly Not as Described, you may not receive the item back, or you may be required to accept the item back pay for return shipping costs.
- If the claim was that the item received was "Significantly Not as Described" and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.
- The Buyer Protection claim will only be considered fully resolved if:
  - the refund to a buyer is processed through PayPal; or
  - you provide evidence acceptable to PayPal, in its sole discretion, that the buyer agreed to the alternative resolution provided.

If you accept PayPal payments from buyers for goods or services you sell through eBay, then you need to read and understand the eBay Money Back Guarantee program. Unless you opt out by calling eBay, PayPal will treat eBay's decisions in favor of your buyers

under that program as a basis for reversing a PayPal payment made to you. If your PayPal balance is insufficient to cover the amount, we may:

- Place a [hold](#) on your PayPal account until sufficient funds become available in your PayPal account to cover such claim; or
- Create a negative balance in your PayPal account.

## **PayPal's Seller Protection Program**

### **What's eligible**

If you sell a good or service to a buyer, you may be eligible for [PayPal's Seller Protection](#) program. When it applies, [PayPal's Seller Protection](#) program entitles you to retain the full purchase amount. PayPal determines, in its sole discretion, whether your claim is eligible for [PayPal's Seller Protection](#) program. There is no limit on the number of payments eligible for [PayPal's Seller Protection](#) program. By accessing the transaction details page in your PayPal account you can transactions that may be eligible for protection under this program.

The program terms and conditions are set out in [PayPal's Seller Protection](#) program page and form part of this user agreement.

# **PAYPAL USER AGREEMENT**

## **RESTRICTED ACTIVITIES, HOLDS & LIQUIDATED DAMAGES**

### **Restricted Activities**

In connection with your use of our websites, your PayPal account, the PayPal services, or in the course of your interactions with PayPal, other PayPal customers, or third parties, you will not:

- Breach this user agreement, the PayPal [Acceptable Use Policy](#), the [Commercial Entity Agreements](#) (if they apply to you), or any [other agreement](#) between you and PayPal.
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, control of flow of strategic commodities, consumer protections, unfair competition, anti-discrimination or false advertising).
- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit goods.
- Act in a manner that is defamatory, trade libelous, threatening or harassing.
- Provide false, inaccurate or misleading information.

- Send or receive what we reasonably believe to be potentially fraudulent funds.
- Engage in potentially fraudulent or suspicious activity and/or transactions.
- Refuse to cooperate in an investigation or provide confirmation of your identity.
- Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank or card issuer for the same transaction.
- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Conduct your business or use the PayPal services in a manner that results in or may result in
  - complaints;
  - requests by buyers (either filed with us or card issuers) to invalidate payments made to you; or;
  - fees, fines, penalties or other liability or losses to PayPal, other PayPal customers, third parties or you.
- Use your PayPal account or the PayPal services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.
- Allow your PayPal account to have a negative PayPal balance.
- Provide yourself a cash advance from your credit card (or help others to do so).
- Access the PayPal services from a country that is not included on PayPal's [permitted countries list](#);
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or the PayPal services; facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or PayPal services; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers; or interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services or other users' use of any of the PayPal services.
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers.
- Use the PayPal services to test credit card behaviors.
- Circumvent any PayPal policy or determinations about your PayPal account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal account(s) when an account has a negative PayPal balance or has been restricted, suspended or otherwise limited;

- opening new or additional PayPal accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayPal account;
- Harass and/or threaten our employees, agents, or other users;
  - Abuse of our online dispute resolution process and/or PayPal Buyer Protection and/or PayPal's Seller Protection program;
  - Cause us to receive a disproportionate number of claims that have been closed in favor of the claimant regarding your PayPal account or business;
  - Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal services;
  - Disclose or distribute another user's information to a third party, or use such information for marketing purposes unless you receive the user's express consent to do so;
  - Send unsolicited email to a user or use the PayPal services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
  - Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal website(s) without our or any applicable third party's written consent; or
  - Reveal your account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your account by any person other than you, arising as the result of misuse of passwords.
  - Misuse the information provided to you for the purpose of facilitating payments for any alternative purpose.

### **Actions We May Take if You Engage in Any Restricted Activities**

If we believe that you've engaged in any of these activities, we may take a number of actions to protect PayPal, its customers and others at any time in our sole discretion. The actions we make take include, but are not limited to, the following:

- Terminate this user agreement, limit your PayPal account, and/or close or suspend your PayPal account, immediately and without penalty to us;
- Refuse to provide the PayPal services to you now and in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send payments with any of the payment methods linked to your PayPal account, restricting your ability to send payments or make withdrawals;
- Hold your PayPal balance if reasonably needed to protect against the risk of liability to PayPal or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions or that you have violated our [Acceptable Use Policy](#);
- Suspend your eligibility for PayPal's Buyer Protection program and/or PayPal's Seller Protection program;

- Contact buyers who have purchased goods or services from you using PayPal, your bank or credit card issuer, other impacted third parties or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you;
- Hold, apply, reverse or transfer the funds in your PayPal account if reasonably determined necessary by PayPal or as required by judgments and orders which affect you or your PayPal account, including judgments and orders issued by courts in Hong Kong SAR China or elsewhere and directed to PayPal or its affiliates;
- If you've violated our [Acceptable Use Policy](#), then you're also responsible for damages to PayPal caused by your violation of this policy; or
- If you are a seller and receive funds for transactions that violate the Acceptable Use Policy, then in addition to being subject to the above actions you will be liable to PayPal for the amount of PayPal's damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500 USD (or equivalent) per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages - including, but not limited to, internal administrative costs incurred by PayPal to monitor and track violations, damage to PayPal's brand and reputation and penalties imposed upon PayPal by its business partners resulting from a user's violation - considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing PayPal balance in any PayPal account you control.

If we close your PayPal account or terminate your use of the PayPal services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in your PayPal account available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the PayPal services.

## **Holds, Limitations, and Reserves**

### **What are holds, limitations and reserves?**

Under certain circumstances, in order to protect PayPal and the security and integrity of the network of buyers and sellers that use the PayPal services, PayPal may take account-level or transaction-level actions. Unless otherwise noted, if we take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation, hold or reserve, you should visit the [Resolution Centre](#) or follow the instructions in our email notice with respect to the limitation, hold or reserve.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate PayPal's actions described above and allow us to assess the level of risk associated with your PayPal account, you agree to cooperate with PayPal's reasonable requests for financial statements and other documentation or information in a timely fashion.

## **Holds**

A hold is an action that PayPal may take under certain circumstances either at the transaction level or the account level. When PayPal places a temporary hold on a payment, the funds shall not be available to either the sender or the recipient. PayPal reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where PayPal will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

## **Holds based on PayPal's risk decisions**

We may place a hold on payments sent to your PayPal account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your PayPal account, or your transactions or that placing such a hold is necessary to comply with regulatory requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your PayPal account with an indication that they are unavailable or pending. We'll notify you, either through your PayPal account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 30 days from the date the payment was received into your PayPal account unless PayPal has a reason to continue to hold the payment. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than 30 days if the payment is challenged as a payment that should be invalidated and reversed based on a disputed



transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your PayPal account until the matter is resolved.

### **Holds related to Marketplace transactions**

If you're a seller on a marketplace or through a third-party application where PayPal is offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third-party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third-party. These holds will appear in your PayPal account. If you have questions about why the applicable marketplace or third party instructed PayPal to put these holds in place, you will need to contact the marketplace or third-party directly.

### **Holds based on disputed transactions**

If a payment sent to you as a seller is challenged as a payment that should be invalidated and reversed, we may place a temporary hold on the funds in your PayPal account to cover the amount that could be reversed. Any of the situations described under [Refunds, Reversals and Chargebacks](#) are situations that could result in us placing a hold on a payment. If we determine the transaction should not be reversed, we'll lift the temporary hold. If we determine the transaction should be reversed, we'll remove the funds from your PayPal account.

### **Account Limitations**

Limitations prevent you from completing certain actions with your PayPal account, such as withdrawing, sending or receiving payments. These limitations are implemented to help protect PayPal, buyers and sellers when we notice [restricted activities](#), an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PayPal account open.

There are several reasons why we may limit your access to your PayPal account or the PayPal services, and/or limit access to your funds, including:

- If we suspect someone could be using your PayPal account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your PayPal account and your bank account.
- In order to comply with applicable law, regulations or PayPal's policies.
- If we believe you have breached this agreement or violated the [Acceptable Use Policy](#).
- Seller performance indicating your PayPal account is high risk. Examples include: indications of poor selling performance because you've received an unusually high number of claims and chargebacks selling an entirely new or high cost product, or if your typical sales volume increases rapidly.

If we limit access to your PayPal account, we'll provide you with notice of our actions and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

## **Reserves**

We may place a reserve on your PayPal account if we believe there may be a high level of risk associated with you, your PayPal account, your business model, or your transactions. When we place a reserve on your PayPal account, it means that all or some of the transactions will be shown as "pending" in your PayPal balance, and you will not be able to withdraw funds in a "pending" status, in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your PayPal account or use of the PayPal services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

PayPal considers a list of non-exclusive factors and whether and how these factors have changed over time, including:

- How long you have been in business.
- Whether your industry has a higher likelihood of chargebacks.
- Your payment processing history with PayPal and other providers.
- Your business and/or personal credit history.
- Your delivery time frames.
- Whether you have higher than average number of returns, chargebacks, claims or disputes.

If we place a reserve on funds in your account, we'll notify you of our actions and the terms of the reserve.

You agree that PayPal's decision to take certain actions, including imposing reserves, limiting access to your account or placing holds may be based on confidential criteria that is essential to our management of risk, the security of accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

There are two categories of reserves that may be placed on your PayPal account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
- **A Minimum reserve** is a specific minimum amount of money that you're required to keep available in your PayPal balance at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we change the terms of the reserve due to a change in our risk assessment, we'll notify you of the new terms.

## **Court Orders, Regulatory Requirements or Other Legal Process**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayPal account, placing a reserve or limitation on your PayPal account, or releasing or reversing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayPal account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place as long as reasonably necessary as determined by PayPal.

# **PAYPAL USER AGREEMENT**

## **Unauthorized Transactions & Other Errors**

### **Protection from Unauthorized Transactions**

To protect yourself from unauthorized activity in your PayPal account, you should regularly log into your PayPal account and review your PayPal account statement. PayPal will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

PayPal may protect you from unauthorized activity in your PayPal account. When this protection applies, PayPal will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

## **What is an Unauthorized Transaction**

An "Unauthorized Transaction" occurs when a payment is sent from your PayPal account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your PayPal account, and sends a payment from your PayPal account, an Unauthorized Transaction has occurred.

## **What is not considered an Unauthorized Transaction**

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).

## **Reporting an Unauthorized Transaction**

If you believe your PayPal login information has been lost or stolen, please contact [PayPal customer service](#) immediately.

You should immediately notify PayPal if you believe:

- there has been an unauthorized transaction or unauthorized access to your Account;
- there is an error in your account history statement (you can access your account history statement by logging into your account and clicking on a link to "View all of my transactions") or in your transaction confirmation sent to you by email;
- your password or PayPal mobile PIN has been compromised;
- your PayPal mobile-activated phone has been lost, stolen or deactivated; or
- you need more information about a transaction listed on the statement or transaction confirmation.

Tell us AT ONCE if you believe that a transaction has been made without your permission using your login information or by other means. You could lose all the funds in your PayPal account. If you tell us within 60 days after the transaction first appears in your PayPal account statement, you will be eligible for 100% protection for Unauthorized Transactions. If a good reason (such as a long trip or a hospital stay) kept you from telling us before 60 days expires, we may extend the eligible time period.

## **Error Resolution**

### **What is an Error**

An "Error" means the following:

- a processing error made by PayPal or its suppliers in which your PayPal account is mistakenly debited or credited, or when a transaction is incorrectly recorded in your PayPal account.
- You send a payment and the incorrect amount is debited from your PayPal account.
- A transaction is missing from or not properly identified in your PayPal account statement.
- We make a computational or mathematical error related to your PayPal account.

### **What is not considered an error**

The following are NOT considered errors:

- If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).
- If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example). Your only recourse in this instance will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal may help facilitate your contact with the other party, but PayPal will not reimburse you or reverse a payment that you have made in error.

### **In case of errors or questions about your electronic transfers**

Contact us at our [Resolution Centre](#).

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the transaction or error first appears in your PayPal account history statement.

- Tell us your name, email address and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will complete our investigation within 10 [Business Days](#) after we receive your notification of the suspected error.

If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we decide to do this, we will credit your PayPal account within 10 [Business Days](#) for the amount you think is in error, so that you will have the provisional credit during the time it takes us to complete our investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 [Business Days](#), we may not provisionally credit your PayPal account.

For errors involving new PayPal accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new PayPal accounts (the first transaction from your account was less than 30 Business Days from the date you notify us), we may take up to 20 [Business Days](#) to complete the investigation.

We will tell you the results within 3 [Business Days](#) after completing our investigation. If we decide that there was no error, we will send you a written explanation of our decision. If you received a provisional credit, we will remove it from your account and notify you of the date and amount of the debit. You may ask for copies of the documents that we used in our investigation.

If we determine that there was an error, we will promptly credit the full amount into your account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

## **Processing errors**

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your PayPal account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your PayPal account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
  - through no fault of ours, you did not have enough available funds to complete the transaction;
  - our system was not working properly and you knew about the breakdown when you started the transaction; or
  - the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from PayPal applying [holds, limitations or reserves](#).
- Delays based on a [payment review](#).
- Delays described under [How to buy something](#) related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount that you are sending).

# **PAYPAL USER AGREEMENT**

## **Other Legal Terms**

### **Communications Between You and Us**

You agree that PayPal and its affiliates may contact you by email for marketing purposes. You may opt-out of receiving marketing communications when you open a PayPal account, by changing your account preferences or by clicking on the unsubscribe link in any PayPal email or receipt you receive from us. Please allow up to 10 [Business Days](#) for the opt-out to take effect. We will provide factual information about your account or the PayPal services, even if you have opted-out of receiving marketing communications.

If you provide us your mobile phone number, you agree that PayPal and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages. It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, PayPal will be deemed to have provided the communication to you effectively.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to view the communications we send to you.

You can update your primary email address or street address at any time by logging into the PayPal website. If your email address becomes invalid such that electronic communications sent to you by PayPal are returned, PayPal may deem your account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.

PayPal reserves the right to close your account if you withdraw your consent to receive electronic communications.

You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 [Business Days](#) after we send it.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our [Liability for Unauthorized Transactions and Other Errors](#) process), written notices to PayPal must be sent by postal mail to: PayPal Hong Kong Limited, Attention: Legal Department, Rooms 1506-07, 15/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong SAR China.

You understand and agree that, to the extent permitted by law, PayPal may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with PayPal may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by PayPal, and PayPal does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

## **PayPal's Rights**

### **PayPal suspension and termination rights**

PayPal, in its sole discretion, reserves the right to suspend or terminate this user agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or some or all of the PayPal services for any reason and at any time upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted funds held in your PayPal balance.

### **Security interest**

As security for the performance of your obligations under this user agreement, you grant to PayPal a lien on, and security interest in and to, your PayPal balance in the possession of PayPal.

### **Amounts owed to PayPal**

If your PayPal balance becomes negative for any reason, that negative PayPal balance represents an amount that you owe to PayPal. PayPal may set off these amounts from funds that are subsequently added to your PayPal account, either by you or from payments you receive. If you have more than one PayPal account, we may set off a negative PayPal balance in one PayPal account against a PayPal balance in your other PayPal account(s). If you continue using your PayPal account when it has a negative balance, you authorize PayPal to combine the negative balance with any debit or



transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you hold funds in a PayPal account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, PayPal may set off the negative PayPal balance by using funds you maintain in a different currency. If you have a negative balance in non-relevant currency for a period of 21 days or longer, PayPal will convert this negative balance to relevant currency. In either case, a currency conversion will be necessary, and PayPal's transaction exchange rate (including our [currency conversion fee](#)) will be used.

In addition to the above, if you have a past due amount owed to PayPal, our affiliates, or eBay, PayPal may debit your PayPal account to pay any amounts that are past due. This includes amounts owed by using our various products such as Xoom or Braintree.

### **Insolvency proceedings**

If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this user agreement.

### **Assumption of rights**

If PayPal invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

### **No waiver**

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

### **Indemnification and Limitation of Liability**

In this section, we use the term "PayPal" to refer to PayPal Hong Kong Limited and our affiliates, and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

#### **Indemnification**

You must indemnify PayPal for actions related to your PayPal account and your use of the PayPal services. You agree to defend, indemnify and hold PayPal harmless from any

claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the PayPal services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your PayPal account or access our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services on your behalf.

### **Limitation of liability**

**PayPal's liability is limited with respect to your PayPal account and your use of the PayPal services.** In no event shall PayPal be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayPal is not liable, and you agree not to hold PayPal responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf and any of the PayPal services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software or any of the PayPal services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your PayPal account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PayPal's policies.

### **Disclaimer of Warranty and Release**

#### **No warranty**

**The PayPal services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. PayPal specifically disclaims any**

**implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.**

PayPal does not have any control over the products or services provided by sellers who accept PayPal as a payment method, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. This paragraph gives you specific legal rights and you may also have other legal rights that vary by country/region.

**Release of PayPal**

If you have a dispute with any other PayPal account holder, you release PayPal from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

**Disputes with PayPal**

**Contact PayPal First**

If a dispute arises between you and PayPal, acting as either a buyer or a seller, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the services may be reported to PayPal by:

- Contacting [PayPal Customer Service](#)
- [Use this form](#) to file a report in the PayPal Resolution Centre; or
- Write to PayPal Hong Kong Limited, Attention: Legal Department, Rooms 1506-07, 15/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong SAR China

**Arbitration**

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000 USD (or other currency equivalents) ,

you may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If you elect arbitration, you will initiate such arbitration through the Hong Kong International Arbitration Centre or any other established alternative dispute resolution (“ADR”) provider mutually agreed upon by you and us. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by you; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **Intellectual Property**

### **PayPal's trademarks**

"PayPal.com," "PayPal.hk," and all logos related to the PayPal services are either trademarks or registered trademarks of PayPal or PayPal's licensors. You may not copy, imitate, modify or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify or use them without PayPal's prior written consent. You may use HTML logos provided by PayPal for the purpose of directing web traffic to the PayPal services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes PayPal or the PayPal services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal websites, any content thereon, the PayPal services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

### **License grants, generally**

If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of PayPal's service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then PayPal grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use PayPal's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the PayPal services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and

technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any other third party software application you use on the PayPal websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software 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.

### **License grant from you to PayPal; intellectual property warranties**

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal. Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content. Subject to the next paragraph, when you provide content to PayPal or post content using PayPal services, you grant PayPal (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any media known now or in the future to help us improve, operate and promote our current services and develop new ones. PayPal will not compensate you for any of your content. You acknowledge that PayPal's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection with the PayPal services.

### **License grant from sellers to PayPal**

Notwithstanding the provisions of the prior paragraph, if you are a seller using the PayPal services to accept payments for goods and services, you hereby grant PayPal and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as

a seller that accepts a PayPal service as a payment form and facilitating consumer transactions with you, and (2) any other use to which you specifically consent.

## **Miscellaneous**

### **Assignment**

You may not transfer or assign any rights or obligations you have under this user agreement without PayPal's prior written consent. PayPal may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

### **Business Days**

"Business Day(s)" means Monday through Friday, excluding national holidays gazette for public information in Hong Kong SAR China.

### **Consumer fraud warning**

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- **Spoofting:** a scammer sends forged or faked electronic documents or emails falsely claiming to be PayPal or coming from PayPal but asks you to send a payment outside your PayPal account.
- **Relative in Need:** a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send a payment.
- **Lottery or Prize:** a scammer informs you that you've won a lottery or prize and must send a payment in order to claim it.
- **Debt Collection:** a scammer impersonates a debt collector and induces you to send a payment using threats or intimidation.
- **Employment Related:** a scammer instructs you to send a payment in connection with a fraudulent offer of employment.

Always use common sense when sending payments. If something sounds too good to be true, it probably is. Only send payments for yourself and not for others. Remember that if you don't send the payment through your PayPal account, you're not protected by PayPal Buyer Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by contacting [PayPal Customer Service](#).

### **Dormant accounts**

If you do not access log in to your PayPal account for two or more years, PayPal may close your PayPal account and any unused funds in your account will be subject to applicable laws regarding unclaimed monies.

### **Complete Agreement and Survival**

This user agreement, along with any other applicable agreements or policies on the Legal Agreements page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal services. All such terms which by their nature should survive, will survive the termination of this user agreement. If any provision of this user agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

### **Governing law and jurisdiction**

This Agreement will be governed by and interpreted in accordance with the laws of Hong Kong SAR China, as such laws are applied to agreements entered into and to be performed entirely within Hong Kong SAR China, without regard to conflict of law provisions. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in Hong Kong SAR China. You agree to irrevocably submit to the non-exclusive jurisdiction of the courts located within Hong Kong SAR China for the purpose of any suit, action or other proceeding arising out of this user agreement or your use of our websites or the services.

### **Improperly Filed Litigation**

All claims you bring against PayPal must be resolved in accordance with this user agreement. All claims filed or brought contrary to this user agreement shall be considered improperly filed and a breach of this user agreement. Should you file a claim contrary to this user agreement, PayPal may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that PayPal has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

### **Identity authentication**

Anti-money laundering and counter-terrorism financing laws may require that PayPal conduct Know-Your-Customer checks and verify certain identifying information if you use certain PayPal services. In addition, PayPal also sets limits and thresholds on account usage that may change from time to time, and you may be required to provide us with additional information and documents to verify your identity in order to continue using your account. Our limits and threshold criteria are proprietary, and we are not obliged to share this information with you.

You authorize PayPal, directly or through third parties, to make any inquiries and collect and process your personal data as we consider necessary to conduct customer due diligence and/or verify your identity (whether manually or through the performance of biometric verification processes) from time to time. This may include:

- asking you for further information, such as your date of birth, your taxpayer or Hong Kong identification card, valid travel documents, your physical address biometric information, and other information that will allow us to identify you.

- conducting “liveness” detection tests via your electronic devices.
- requiring you to take steps to confirm ownership of your email address or financial instruments.
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources.
- requiring you to provide further documentation, such as your driver's licence or other identifying documents at any time.

PayPal reserves the right to close, suspend, or limit access to your PayPal account and/or the PayPal services in the event that, we are unable to obtain information about you required to verify your identity.

### **PayPal is only a payment service provider**

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any funds kept in your account;
- Act as your agent or trustee unless otherwise required by applicable laws or regulatory requirements;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Have control of, nor liability for, the products or services that are paid for with the PayPal services;
- Guarantee the identity of any buyer or seller;
- Ensure that a buyer or a seller will complete a transaction;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

### **Privacy**

Protecting your privacy is very important to us. Please review our Privacy Statement in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### **Terms in English; Translation of agreement**

It is the express wish of the parties that these terms and any directly or indirectly related documents be in English. Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the English version of this user agreement and a version in a language other than English, the English version shall control.

### **Your use (as a seller) of personal data; Data protection laws**



If you (as a seller) receive personal data about another PayPal customer, you must keep such personal data confidential and only use it in connection with the PayPal services. You may not disclose or distribute any personal data about PayPal customers to a third party or use such personal data for marketing purposes unless you receive that customer's express consent to do so. You may not send unsolicited emails to a PayPal customer or use the PayPal services to collect payments to send, or assist in sending, unsolicited emails to third parties.

To the extent that you process any personal data about a PayPal customer pursuant to this agreement, you and PayPal will each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with this agreement. We each also have and will follow our own independently-determined privacy statements, notices, policies and procedures for any such personal data that we process in connection with this agreement.

In complying with the applicable data protection laws, we will each:

- implement and maintain all appropriate security measures in relation to the processing of such personal data; maintain a record of all processing activities carried out under this agreement; and
- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data you collect in connection with the PayPal services (and not otherwise generated, collected, or obtained by you through a customer's separate relationship with you outside the use of the PayPal services) will be used by you only to the limited extent that is necessary and relevant to the PayPal services and for no other purpose unless you have obtained the prior express consent of the customer.