PAYPAL'S BUYER PROTECTION PROGRAM

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1. Types of Problems Covered.

PayPal's Buyer Protection program helps you if you encounter either of these problems:

- "Item Not Received" (INR): You did not receive the item you paid for with PayPal; or
- "Significantly Not as Described" (SNAD) You received an item you paid for with PayPal but it is Significantly Not as Described (SNAD).

If your problem is a transaction that you did not authorize, please see section 8 below. An item is "Significantly Not as Described" (SNAD) if it is materially different from what the Seller described on its website or in the item listing. Here are some examples:

- You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. For example, the description when you bought the item said "new" and the item was used.
- The item was advertised as authentic but is not authentic.
- The item is missing major parts or features which were not disclosed in its description when you bought the item.
- You purchased three items from a Seller but only received two.
- The item was materially damaged during shipment.

An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the Seller's item listing description. Here are some examples:

- The defect in the item was correctly described by the Seller.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was listed as used condition.
- The item was listed as used condition and you picked it up in person after examining the item.

2. Eligibility Requirements.

To be eligible for PayPal's Buyer Protection program you must meet all of the following requirements:

- Your payment must be for an eligible item and made from your PayPal Account (see Section 3 for further details on item eligibility)
- Attempt to contact the seller to resolve your issue directly before filing a claim under PayPal's Buyer Protection program through the Resolution Center.
- Open a dispute in the **Resolution Center** within the <u>applicable timeframe</u> and follow our online dispute resolution process.
- You must respond to PayPal's request for documentation and other information in a timely manner
- Have an Account in good standing
- You have not received a recovery or agreed to an alternative resolution related to your purchase from another source

3. Ineligible Items.

Ineligible items and transactions

The following items or transactions are not eligible for PayPal's Buyer Protection program:

- Real estate, including residential property.
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational
 vehicles, aircraft and boats, except for personally portable light vehicles used for
 recreational purposes like bicycles and wheeled hoverboards.
- Businesses (when you buy or invest in a business).
- Industrial machinery used in manufacturing.
- Payments that are equivalent to cash, including stored value items such as gift cards and pre-paid cards.
- Payments made in respect of gold (whether in physical form or exchange-traded form).
- Financial products or investments of any kind.
- Non-fungible tokens (NFTs).
- Gambling, gaming, and/or any other activities with an entry fee and a prize.
- Donations, including payments on crowdfunding platforms as well as payments made on crowdlending platforms.
- Payments to a state-run body (except for state-owned enterprises), government agencies, or third-parties acting on behalf of state-run bodies or government agencies.

- Payments to any bill payment service.
- Significantly Not as Described claims for wholly or partly custom-made items.
- Item Not Received claims for physical, tangible items you collect in person or arrange to be collected on your behalf. This includes items bought in a seller's point of sale location, except if you paid for the transaction in-person using PayPal's goods and services OR code, where available.
- Anything prohibited by PayPal's Acceptable Use Policy.
- Payments made using PayPal's Payouts (formerly Mass Pay).
- Personal Payments including payments sent using PayPal's friends and family functionality where available.
- Payments that you have not sent using your PayPal account.
- Items intended for resale, including single item transactions or transaction that include multiple items.

Even if your payment is not eligible for PayPal's Buyer Protection program, you can file a Dispute and resolve the issue directly with the Seller, however, PayPal will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for PayPal's Buyer Protection program.

4. Reimbursement Amount.

If you are eligible for PayPal's Buyer Protection program and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described (SNAD) item to the Seller or other party specified by PayPal. If the Seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the Seller for an Item Not Received (INR) Claim even if you did not receive the goods.

5. Dispute Resolution.

If you are unable to resolve a problem directly with a Seller, you can go to the **Resolution Center** and follow this process:

- **Open a Dispute.** Open a Dispute **within** the <u>applicable timeframe</u> to negotiate with the Seller for resolution of the Dispute.
- Escalate the Dispute to a Claim. If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim within 20 Days after opening the Dispute.

PayPal may ask you to wait at least 7 days from the dispute filing date before you will be allowed to escalate the dispute. If you do not escalate the Dispute to a Claim within 20 Days, PayPal will permanently close the Dispute.

- Respond to PayPal's requests for information in a timely manner. During the Claim process, PayPal may require you to provide documentation or other information. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.
- Comply with PayPal's shipping requests in a timely manner. For Significantly Not as Described (SNAD) Claims, PayPal will generally require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than \$250 USD (or the equivalent in other currencies as listed below), proof of delivery is confirmation that can be viewed online and includes the delivery address showing at least city/state or postal code, delivery date, and the URL to the shipping company's website if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 USD or more (or the equivalent in other currencies as listed in the table below), you must also get a signature confirmation of the delivery (except for buyers having a PayPal Account registered: in Albania, Andorra, Bosnia and Herzegovina, Croatia, Iceland, Israel, or Ukraine to whom such requirement won't apply).

\$250 USD signature confirmation requirement – other currencies equivalents:

Currency	Amount	Currency	Amount
Australian Dollar:	\$350 AUD	New Zealand Dollar:	\$380 NZD
Brazilian Real:	R\$500 BRL	Norwegian Krone:	1,600 NOK
Canadian Dollar:	\$325 CAD	Philippine Peso:	12,500 PHP
Czech Republic Koruna:	6,000 CZK	Polish New Zloty:	800 PLN
Danish Krone:	1,500 DKK	Russian Ruble:	8,500 RUB
Euro:	200 EUR	Singapore Dollar:	\$400 SGD
Hong Kong Dollar:	\$2,000 HKD	Swedish Krona:	2,000 SEK
Hungarian Forint:	55,000 HUF	Swiss Franc:	330 CHF
Israeli New Shekel:	1,000 ILS	Taiwan New Dollar:	8,250 TWD
Japanese Yen:	¥28,000 JPY	Thai Baht:	9,000 THB
Malaysian Ringgit:	1,000 MYR	U.K. Pound Sterling:	£150 GBP
Mexican Peso:	\$2,200 MX	U.S. Dollar:	\$250.00 USD

• Claim Resolution Process. Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide

receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs.

• In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal fees associated with the transaction and must forfeit the full purchase price of the item plus any original shipping cost. 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 forfeit the full purchase amount paid by the buyer.

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 are a Seller and you lose a SNAD Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back. If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you may not receive the item back, or you may be required to accept the item back and pay for the return shipping costs.

6. Opening Disputes: Timeframes

Claim Type	Timeframe
Item Not Received	Dispute must be opened within 180 days of the date you sent the payment to the seller.
Significantly Not as Described	Dispute must be opened (i) within 30 days of the date of <u>delivery or</u> <u>fulfillment</u> (as applicable) of an order or (ii) within 180 days of the date you sent the payment to the seller, whichever is sooner.
Unauthorized Transactions and Other Errors	Refer to the user agreement for applicable timeframes.

7. Digital Goods Micropayment Disputes and Claims.

If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of Digital Goods refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow PayPal's standard dispute resolution processes described in this page to resolve the issue with the Seller directly.

8. Relationship between PayPal's protection programs and Chargebacks.

Credit card Chargeback rights, if they apply, may be broader than PayPal's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD. You may pursue a Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal, and also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

Before contacting your card issuer or filing a Dispute with PayPal, you should contact the Seller to resolve your issue in accordance with the Seller's return policy as stated on their auction or website.