PayPal

User Agreement for PayPal Services

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User Agreement for PayPal Services

Last Update: September 21, 2021

Welcome to PayPal!

This Agreement is a contract between you and PayPal Pte. Ltd., a Singaporean company, and governs your use of all PayPal Services. Using the PayPal Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements on the <u>Legal Agreements</u> page including the Acceptable Use Policy. You should read all of these terms carefully.

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Description of Main Terms and Due Diligence

This is a description of the main terms of the User Agreement and a due diligence. In case of any conflict between this summary and due diligence and between the terms of the User Agreement, the terms of the User Agreement shall prevail.

1. About PayPal

PayPal Pte. Ltd., a Singaporean company, is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal Services to you via the Internet. Our services allow you to send payments to anyone with a PayPal Account and to receive payments.

Using the PayPal Services means that you must accept all of the terms and conditions contained in the User Agreement and the agreements on the <u>Legal Agreements</u> page including the Acceptable Use Policy. You should read all of these terms carefully.

Our Services

PayPal offers personal and business accounts, to which you can link various Payment Methods, and from which you can make and receive payments. You may use the Payment Methods in your PayPal Account to fund transactions you make using your PayPal Account. We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services.

PayPal Balance

If you hold a balance, PayPal will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts

in your balance. PayPal may receive interest on amounts that PayPal holds on your behalf. You agree to assign your rights to PayPal for any interest derived from your funds. See more information on Account balances here.

If you have a PayPal balance, you may withdraw it to a bank account or to an eligible card linked to your PayPal Account. Applicable fees can be found in Exhibit A of the User Agreement.

PayPal may delay a withdrawal in certain situations and set limits on your withdrawals. For more information on withdrawals, please see the <u>Withdrawing Money</u> section of the User Agreement.

PayPal Fees

PayPal Services are subject to fees as listed in the User Agreement.

Please visit Exhibit A of the User Agreement for more information.

Please note that your bank or card issuer may also charge you separate fees. You are solely responsible for paying bank or card issuer fees.

Closing your Account

You may close your Account and terminate your relationship with us at any time without cost by following the instructions in your account settings, but you will remain liable for all obligations related to your PayPal Account even after the PayPal Account is closed. You must withdraw any PayPal balance from your PayPal account before closing it. In certain cases, your PayPal Account may not be closed, as further detailed in the <u>User Agreement</u>.

2. Sending Payments

Below is a description of how payments are sent and the manner in which some of our main services can be used:

Sending funds through PayPal – if you'd like to send funds to others for goods and services, login to your PayPal account and follow the instructions to send funds, including entering the amount you would like to send and the PayPal username of the person or business who is receiving the funds.

Paying online through PayPal – many websites have a button at checkout that enables you to pay with PayPal. To complete the payment, you have to select this option and follow the online instructions to make the payment, such as logging in to your PayPal account and confirming the payment details.

Paying through a preapproved payment - You can agree with certain sellers who accept PayPal to use PayPal as the payment method for future purchases on a one-time, regular, or sporadic basis with that seller. Once you agree with the seller on a preapproved payment arrangement, the sequence of events that compose the future purchases depends on the arrangement you make with the seller.

You can buy something from a seller who accepts PayPal, in any currency that the recipient accepts and that PayPal supports, using the funds in your PayPal balance, or using any eligible payment method linked to your PayPal account.

See more information on sending payments <u>here</u>

Cancellation of a payment

If you are making a payment to a seller who 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. You may cancel such payment by going to your Activity tab in your PayPal Account and following the instructions to cancel within 30 days, so long as the seller has not claimed your payment. To clarify, other payments you make cannot be cancelled in a similar manner once you send them.

PayPal's Buyer Protection Program

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 Buyer Protection program. Check here for more information.

3. Selling and Accepting Payments

You can use your PayPal Account to receive payments for the sale of goods or services. You may request a payment from a buyer, in which case we will send the buyer a detailed payment request or notification. We'll let you know when you've been paid and the funds will appear in your account.

If you use your PayPal Account to receive payments for the sale of goods or services, you must pay any <u>applicable fees</u> for receiving the funds. You agree that fees may be deducted from payments you receive.

As a seller, you can accept payments from a buyer's account through Preapproved Payments either on a one-time, regular or sporadic basis. To learn more please see the terms related to Preapproved Payments in the <u>User Agreement.</u>

PayPal's Seller Protection Program

If you sell something to a buyer and the transaction is later disputed or reversed, you may be eligible for reimbursement under PayPal's Seller Protection program. Check <u>PayPal's Seller Protection</u> program for more information.

4. Restricted Activities Users may not engage in any of the Restricted Activities set forth in the User Agreement – see the Restricted Activities terms in the User Agreement.

5. Unauthorized Transactions and Other Errors

When an Unauthorized Transaction or Error occurs in your account, PayPal will cover you for the full amount of every eligible Unauthorized Transaction or Error, subject to the terms of the User Agreement.

For the purpose of Unauthorized Payments, "Essential Component" (misuse of which by an unauthorized person may constitute an Unauthorized Transaction) means:

- The PayPal account password or PIN or a combination of the username and password or a phone number and PIN.
- Your device on which you have either
 - enabled One Touch service (which is a service that enables faster login to the PayPal account without the need to re-enter the password for every payment)
 - o enabled login to your PayPal account through a third-party service such as "Sign in with Google"; or
 - o enabled biometric authentication (such as fingerprint);
- Note that some of the above login options may not be available to you.

6. Below are some important risks you should be aware of when you use the PayPal services. For full terms, please review the user agreement.

• Reversed Payments.

Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the buyer the goods or services that were purchased.

• Liability for Claims under PayPal's Buyer Protection Program.

If you are a Seller and you lose a Claim filed with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country/region and we determine under the PayPal's Buyer Protection program of that country/region that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country/region, you should review the relevant PayPal's Buyer Protection programs available here). 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.

PayPal will charge a <u>Dispute fee</u> to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's PayPal account or as payments made through PayPal, not through a PayPal account. The <u>Dispute fee</u> applies when the buyer pursues a claim directly with PayPal, a chargeback with their card issuer, or a reversal with their bank.

• Reimbursement for your Liability.

In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately add money to your PayPal balance or reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

• Actions by PayPal – Restricted Activity

If we believe that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, our customers and others from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- closing, suspending, or limiting your access to your Account or the PayPal Services;
- suspending your eligibility for PayPal's Buyer Protection program and/or PayPal's Seller Protection program;
- o refusing to provide the PayPal Services to you now and in the future;
- holding your funds for a period of time 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.

For more information see <u>here</u>.

• Actions by PayPal - Holds.

- Risk-Based Holds. PayPal may place a hold on payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or your transactions.
- Disputed Transaction Holds. If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability.

For more information see <u>here</u>:

• Actions by PayPal - Reserves.

PayPal may place a Reserve on funds held in your Business Account when it believes there may be a high level of risk associated with your Account or your use of any of PayPal's services.

For more information see here.

Products or Services you Pay For.

PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a seller will complete a transaction.

7. Other Terms

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.

Negative Balances and Multiple Currencies. If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account. See more information here.

PayPal's liability is limited with respect to your PayPal Account and your use of the PayPal Services. Click <u>here</u> for more information.

The PayPal Services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. Click here for more information.

The User Agreement shall be effective until terminated by you or by PayPal subject to the terms of the User Agreement.

We note that for the purposes of the User Agreement (where applicable) a "Business Day" means Monday through Friday, excluding the official national holidays recognized in Singapore. For the purpose of Section 11(b) of the Payment Services Law, a Business Day is every day of the week starting at 00:00 and ending at 23:59.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website. All future changes set out in the Policy Update already published on the "Legal Agreements" page of the PayPal website at the time you register for the PayPal Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update.

Consumer advisory - The PayPal payment service is regarded as a stored value facility under Singapore law. PayPal Pte. Ltd., the holder of the PayPal stored value facility, does not require the approval of the Monetary Authority of Singapore. Consumers (Users) are advised to read these terms and conditions carefully.

This is an important document which you must consider carefully when choosing whether to use the PayPal Services. Please note the following risks of using the PayPal Services:

Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.

If you are a Seller, you can lower the risk of a payment being reversed from your Account by following the criteria set out in the PayPal's Seller Protection Program section and by following the other guidance provided in the "Security Center page" accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your funds if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

This Agreement is not a solicitation of the PayPal Services and PayPal is not targeting any country/region or market through this Agreement.

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1. Payment Services and Eligibility.

1.1 Payment Services. PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal Services to you via the Internet. Our services allow you to send payments to anyone with a PayPal Account, and, where available, to receive payments. Our service availability varies by country/region. We offer services in compliance with local laws and regulations. Click here to see which services are available in your country/region of residence.

PayPal is not a remittance business or a money transfer service and the Personal Payments feature may not be used to remit funds to third parties.

We do not have any control over, and are not responsible or liable for, the products or services that are paid for with our PayPal Service. We cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction.

PayPal is not a common carrier or public utility.

1.2 Eligibility. To be eligible to use the PayPal Services, you must be at least 18 years old or higher based on the age of majority in your jurisdiction, and a resident of one of the countries listed on the **PayPal Worldwide** page.

You must list your correct country/region of residence in your Account. This Agreement applies only to Users who are residents of one of the countries listed in Section 1.1 above. If you are a resident of another country/region, you may access the agreement that applies to you from our website in your country/region.

- **1.3 Information.** In order to open and maintain an Account, you must provide us with correct and updated Information.
 - a. Your contact information. 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.

- b. **Identity Verification**. You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer or national identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.
- c. Credit Report Authorization. If you open a Business Account, you are providing PayPal with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit bureau. You are also authorizing PayPal to obtain your personal and/or business credit report: (a) when you request certain new products, or (b) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.
- d. **Updates to Information**. If your credit card number or expiration date changes, we may update it without any action on your part and we may acquire such updated information from a third party including our financial services partner,

the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or 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.

1.4 Beneficial Owner.

You must be the beneficial owner of the Account, and conduct business only on behalf of yourself.

1.5 Presentation of PayPal

You agree to provide equal treatment to PayPal and/or other payment methods or marks you offer at your points of sale (e.g. websites or mobile applications). This includes at least equal or substantially similar: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you agree not to mischaracterize PayPal as a payment method or exhibit a preference for other payment methods over PayPal. 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. To clarify, the merchant may provide a discount to the buyer for using other payment methods.

1.6 Fees.

PayPal services are subject to fees as listed in Exhibit A.

If you use your PayPal account to receive payments for the sale of goods or services, you agree that fees will be deducted from payments you receive.

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2. Sending Payments.

2.1 Sending Limits. We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. You can view your sending limit, if any, by logging into your Account. If you have a Verified Account, we may increase your sending limits.

- **2.2 Default Payment Methods.** When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order (subject to availability based on your Payment Methods and country/region of registration):
 - a. Balance
 - b. Instant Transfer from your bank account
 - c. Debit card
 - d. Credit card
 - e. eCheck

In certain countries, You may be able nominate a Preferred Payment Method in your Account Profile or select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment.

For a Preapproved Payment in these countries, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

PayPal may limit the Payment Methods available for a transaction. Some Payment Methods may not be available in certain circumstances, including:

- American Express may not be available as a Payment Method for certain merchants, such as branded airlines and certain travel merchants;
- Some credit cards may not be available as a Payment Method for certain merchants, such as those in the gambling industry; and
- Credit cards cannot be used to send Personal Payments or to top up your PayPal balance.

If the Preferred Payment Method fails (for example, a credit card or debit card expires) and your PayPal account cannot complete a transaction, it may be used again to try to complete the transaction. If the Preferred Payment Method in your PayPal account cannot complete a transaction after repeated attempts, each of the other payment methods available in your PayPal account may be used to try to complete the transaction.

- **2.3 Cards as Payment Methods.** By adding a debit card or credit card as a Payment Method, you are providing PayPal with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.
- **2.4 Preferred Payment Method.** You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.

For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

If eCheck is your Preferred Payment Method, it will be used to fund your PayPal payment, even if you have a balance.

- **2.5 Refused and Refunded Payments.** When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or denied payment will be returned to your balance or to your original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated the payment.
- **2.6 Merchant Processing Delay.** When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction.
- **2.7 Preapproved Payments.** A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.
 - a. Notice for Certain Preapproved Payments. If a Preapproved Payment will vary in amount and is made using an Instant Transfer, eCheck, debit card Payment Method or your PayPal balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.
- 2.8 Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the "My Preapproved Payments" section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 1-402-935-2050 (in the U.S.). Once you contact PayPal to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

2.9 Cancellation of Payments.

If you are making a payment to a seller who 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. You may cancel such payment by going to your Activity tab in your PayPal account and following the instructions to cancel within 30 days, so long as the seller has not claimed your payment. To clarify, other payments you make cannot be cancelled in a similar manner once you send them.

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3. Eligibility for Use.

3.1 Ability to Receive Payments. The ability to receive payments varies by country/region. To determine whether you have the ability to receive payments, **click here**.

PayPal may allow anybody (with or without a PayPal Account) to initiate a payment to your Business Account. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your Business 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 <u>Legal Agreements</u> page) or online platform. Such further terms include the <u>PayPal Alternative Payment Methods Agreement</u>.

- **3.2 Automatic Transfer Countries.** If you are a resident of an Automatic Transfer Country, then you have the ability to receive payments but you must withdraw the full amount of your payment through an available withdrawal method. If you do not do so, the amounts will be automatically withdrawn from your Account to your withdrawal method on a regular basis. For additional terms regarding Automatic Transfer, please click here.
- **3.3 Liability for Invalidated Payments.** 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. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.

You agree to allow PayPal to recover any amounts due to PayPal by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse PayPal through other means. If a sender of a payment files a Chargeback, the card issuer, not PayPal, will determine who wins the Chargeback.

- **3.4 No Surcharges**. You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method without our prior written consent. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee is not higher than the handling fee you charge for non-PayPal transactions. To clarify, you may provide a discount to the buyer for using other payment methods.
- **3.5 Receiving Personal Payments.** If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase.
- **3.6 Preapproved Payments and/or No Log-In Payments.** If you receive Preapproved Payments and/or No Log-In Payments you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.
- **3.7 Micropayments for Digital Goods.** To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, 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.

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:	99.00 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:	999.00 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999.00 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

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4. Account Balances.

4.1 Balances. If you hold a balance, PayPal will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds

available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. PayPal may receive interest on amounts that PayPal holds on your behalf. You agree to assign your rights to PayPal for any interest derived from your funds.

- **4.2 Setoff of Past Due Amounts.** If you have a past due amount owed to PayPal, an Affiliate, or eBay PayPal may debit your Account to pay any amounts that are more than 180 Days past due.
- **4.3 Negative Balances and Multiple Currencies.** If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, PayPal may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, PayPal may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by PayPal pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

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5. Withdrawing Money.

5.1 How to Withdraw Money. Depending on the country/region in which your Account is registered, you may withdraw funds from your Account in any of these methods: (a) by electronically transferring them to your U.S. bank account or to your local bank account, (b) by electronically transferring them to your card where available, (c) through a PayPal initiated Automatic Transfer to your linked financial instrument, or (d) by requesting a physical check through the mail. In certain countries, your ability to withdraw to a local bank account may require the use of PayPal Retiros. Different currency rules may apply to PayPal Retiros. Please see terms and conditions for additional information regarding the service. Depending on the country/region in which your Account is registered, the currencies in which you may withdraw your funds to your local bank account may be limited. With the exception of Users with Accounts registered in the People's Republic of China or unless otherwise specified, when withdrawing your funds to your local bank account, funds may only be withdrawn in your local currency. If you are holding a balance in U.S. Dollar, you may be able to withdraw the funds to your linked U.S. bank account or card where available. If you are holding a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to (a) the local currency if you are withdrawing your funds to your local bank account where available (b) U.S. Dollar if you are withdrawing your funds to your linked U.S. bank account where available. or (c) the card currency (in accordance with the information PayPal has at the time of withdrawal, including your selection of the currency, where available) if you are withdrawing to a card where available. Alternatively you may be

able to withdraw your foreign currency balance to your card without conversion if your card currency (in accordance with the information PayPal has at the time of withdrawal, including your selection of the currency, where available) is the same currency as your foreign currency balance.

If you are holding a balance in a local currency and are withdrawing it to a card that according to the information PayPal has (including your selection of the currency, where available) is in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted through PayPal.

You may be charged with currency conversion fees also by your card issuer and / or your bank.

Depending on the country/region in which your Account is registered, you may be able to withdraw your funds through a third party service provider. Please see terms of such third party for information regarding currency conversions.

Generally, we will send checks only to confirmed addresses, unless you have a Verified Account. We will not send checks to post office boxes. If you would like us to send a check to an address that does not meet these criteria, you must contact Customer Service and provide the documentation that we request to verify your association with the address. If you fail to cash a check within 180 Days of the date of issuance, we will return the funds to your balance (minus a Fee).

- **5.2 Withdrawal Limits.** Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account. In addition, we may delay withdrawals of large sums of money while we perform a risk review. Please see terms and conditions of the PayPal Retiros service for information regarding the limits applicable to such service.
- **5.3 Withdrawal Fees**. When withdrawing your balance, you will be charged the Withdrawing your Balance Fee as set out in Exhibit A (Fees) depending on the method of withdrawal.

In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out in Exhibit A (Fees).

You may be charged with fees also by your card issuer and /or your bank.

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You may close your account and terminate your relationship with us at any time without cost, by following the instruction in your PayPal account settings but you will remain liable for all obligations related to your PayPal account even after the PayPal account is closed. When you close your PayPal account, we may cancel any scheduled or incomplete transactions. You must withdraw 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.

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7. PayPal's Buyer Protection Program.

7.1 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.

7.2 Eligibility Requirements.

a. 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 7.3 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 within 180 Days of the date you sent the payment and follow the online dispute resolution process described below under "Dispute Resolution"
- 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

7.3 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.
- 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 QR 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.

7.4 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.

7.5 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 180 Days** of the date you made the payment 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:

- o the refund to a buyer is processed through PayPal; or
- o 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.

7.6 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 Section 7 to attempt to resolve the issue with the Seller directly.

7.7 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.

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8. Errors and Unauthorized Transactions.

8.1 Protection for Unauthorized Transactions and Errors. When an Unauthorized Transaction or an Error occurs in your Account, PayPal will cover you for the full amount of every eligible Unauthorized Transaction or Error so long as you follow the procedures discussed below.

An Unauthorized Transaction occurs when a payment is sent from your 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 Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.

8.2 Notification Requirements.

- a. 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.

b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good and demonstrable reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transaction or Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Errors in your Account, notify us as follows:

- <u>Use this form</u> to file a report in the PayPal Resolution Center; or
- Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950; or
- Call PayPal Customer Service at (402) 935-7733 (in the U.S.).

When you notify us, provide us with all of the following information:

- Your name and email address registered to your Account;
- A description of any suspected Unauthorized Transaction or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

8.3 PayPal Actions after Receipt of Your Notification. Once you notify us of any suspected Unauthorized Transaction or Error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (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 this investigation. If we need more time, we may take up to 45 Days

- to complete our investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).
- If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the 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 (or 20 Business Days for new Accounts), we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.

If we determine that there was an Unauthorized Transaction or 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.

If we decide that there was not an Unauthorized Transaction or Error, we will include an explanation of our decision in our email to you. 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 request copies of the documents that we used in our investigation.

- **8.4 PayPal Errors.** We will rectify any Error that we discover. If the Error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account.
- **8.5 Your Errors.** 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 will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal will not reimburse you or reverse a payment that you have made in error.

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9. PayPal's Seller Protection Program.

PayPal's Seller Protection is available to:

Payment Recipients with registered PayPal Account(s) in Israel who receive PayPal payments from buyers making eligible purchases.

If you sell or market to buyers in other countries, you should read the terms of PayPal's Buyer Protection programs of the countries in which your target buyers are based (the relevant PayPal's Buyer Protection policies are available here) as these policies will apply to you as a payment recipient or Seller.

PayPal's Seller Protection program does not apply to Claims, Chargebacks and/or Reversals for the reason that the purchase was Significantly Not as Described (SNAD) nor for items that you deliver or are picked up in person.

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. 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 determine whether or not your transaction is eligible for protection under this program.

How much protection is provided by PayPal's Seller Protection program?

If you are the eligible recipient of a payment made by a buyer, PayPal may reimburse you an amount for Claims, Chargebacks or Reversals made against you based on the following reasons:

- a. A Chargeback or Reversal was issued against you for the reason of an "Unauthorised Transaction" and the Unauthorized Transaction occurs in an environment hosted by PayPal or
- b. A Chargeback or Claim was issued against you for the reason of "Item Not Received".

where PayPal receives from you proof that the item was posted or delivered in accordance with the requirements below.

PayPal will pay you the full amount of an eligible payment the subject of the Claim, Chargeback, or Reversal.

What happens when a buyer files a Claim, Chargeback, or Reversal?

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal.

If the payment is not covered by PayPal's Seller Protection program, PayPal will remove the funds from your Account and return the payment to the buyer. Regardless of the outcome of the claim, you may be responsible for PayPal's Dispute Fee, if applicable.

What are the eligibility requirements for PayPal's Seller Protection program?

- a. If You have received more than €100,000 per month at least once over a consecutive period of 6 months on your PayPal Account and/or if You are applying surcharge for the use of PayPal (when the law applicable to You allows you to apply surcharge), You are not eligible for PayPal's Seller Protection program unless otherwise agreed between you and PayPal. PayPal will review your eligibility for PayPal's Seller Protection program in October and April of each calendar year.
- b. To be eligible for PayPal's Seller Protection program, all of the following basic requirements must be met, as well as any applicable additional requirements:
- c. Basic Requirements
 - a. You must respect the requirements specified above in relation to your PayPal Account.
 - b. The transaction must be marked by PayPal as eligible for PayPal's Seller Protection program on your Account "Transaction Details" page. If it is marked eligible, protection for both Unauthorized Payments and Item Not Received will apply.
 - c. The item must be a physical, tangible good that can be shipped, except for items subject to the Intangible Goods Additional Requirements.
- d. For tangible items, that can be shipped, post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or if the payment recipient posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift" address) then you will not be eligible for re-imbursement under the terms of PayPal's Seller Protection program.
- e. Provide proof of shipment or delivery as described below

In case of an Unauthorized Transaction claim, you must provide valid proof of shipment or proof of delivery that demonstrates that the item was shipped or provided to the buyer no later than two days after PayPal notified you of the dispute or reversal. For example, if PayPal notifies you of an Unauthorized Transaction claim on September 1, the valid proof of shipment must indicate that the item was shipped to the buyer no later than September 3 to be eligible for PayPal's Seller Protection program.

- f. You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded).
- g. Respond to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.
- h. PayPal will make a decision, in its sole discretion, based on the eligibility requirements, any information or documentation provided during the resolution

process, or any other information PayPal deems relevant and appropriate under the circumstances.

Intangible Goods additional requirements

For the sale of intangible goods and services to be eligible for PayPal's Seller Protection program, the sale must meet the basic requirements and the following additional requirements:

- Integration requirements:
 - Where you have integrated a PayPal checkout product, you must be using the current version of that product if you are accepting payments directly via a website or mobile optimized website; or
 - Ensure you are passing session information to PayPal at checkout if you are integrated with PayPal via a third-party or if you have a native app integration.
 - o Other integration requirements may apply depending on your business model. We will let you know those requirements ahead of time, if needed.
 - PayPal has marked the intangible good transaction as "eligible" in the Transaction Details page or otherwise provided notice to you of eligibility in writing.
- You have delivered the item and provided Proof of delivery for Intangible Goods.

What are the shipping requirements?

Type of shipping	Protection for Unauthorised Payment	Protection for Item Not Received	
National/international	For intangible items or services: Proof of Delivery For all other transactions: Proof of Shipment	Proof of Delivery	

If the payment is for pre-ordered or made-to-order goods, shipping is required within the timeframe specified in the shipment policy or other specification on the Merchant's website. For all other national shipping services (and international shipping), PayPal requires a Proof of Delivery, whatever the value of the item.

What is "Proof of Shipment"?

Online or physical documentation from a shipping company that includes all of the following:

- a. A status of "shipped" (or equivalent) and the date of shipping.
- b. An address for the recipient that matches the shipping address on the Transaction Details page.

c. The recipient's address, showing at least the city/state, city/country or postcode (or international equivalent).

Or, if you have Proof of Delivery then you do not need Proof of Shipping.

What is "Proof of Delivery"?

"Proof of Delivery" (for tangible items) means online documentation from a postal company that includes (or where the postal company warrants that they have obtained) all of the following:

- a. A status of "delivered" (or equivalent) and the date of delivery.
- b. An address for the recipient that matches the shipping address on the Transaction Details page
- c. The recipient's address, showing at least the city/state, city/country or postcode (or international equivalent).

"Proof of Delivery" (for intangible items or services) is compelling evidence (as determined by PayPal) to show the item was delivered or the purchase order was fulfilled. Compelling evidence could include a system of record showing the date the item was sent and that it was either:

- Electronically sent to the recipient, including the recipient's address (email, IP, etc.), where applicable; or
- Received or accessed by the recipient

What are examples of items/transactions/cases that are not eligible for PayPal's Seller Protection Program?

The following items or transactions *are not* eligible for PayPal's Seller 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 (buying or investing in a business).
- Industrial machinery used in manufacturing.
- Payments 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 in exchange-traded form).
- Financial products or investments of any kind.
- Gambling, gaming, and/or any other activities with an entry fee and a prize.
- Donations, including payments received as crowdfunding or crowdlending.

- Payments to a state-run body (except for state-owned enterprises), a government agency or to third-party collecting payment on behalf of a state-run body or government agency.
- Payments where you are acting on mandates received from a state-run body or a government agency.
- Payments to any bill payment service.
- Items where the buyer claims (either with us or their card issuer) that the item you sent isn't what was ordered (referred to as a **Significantly Not as Described** claim).
- Physical, tangible items delivered in person, including in connection with a payment made in your physical store, unless the buyer paid for the transaction inperson, using PayPal's goods and services QR code where available.
- Payments made using PayPal's Payouts (formerly Mass Pay).
- Personal payments including a payment sent using PayPal's friends and family functionality where available.
- Payments not processed through a buyer's PayPal account, unless you receive PayPal guest checkout transactions and your business account is registered in the United States, the United Kingdom, Germany, Canada, Brazil or Mexico.
- Items sent after PayPal advised you not to release the item.
- Anything PayPal determines, in its sole discretion, is prohibited by this user agreement or PayPal's <u>Acceptable Use Policy</u>, even if the payment is initially marked as "eligible" or "partially eligible" on the Transaction Details page.
- Travel tickets sold by a travel carrier where (1) the buyer claims (either with us or their financial institution) that it was an **Unauthorized Transaction** and (2) such claim was filed more than 24 hours before the travel date.

Suspension of Eligibility for PayPal's Seller Protection Program

We may suspend your eligibility for PayPal's Seller Protection Program if we hold a reasonable belief that there is an increased risk associated with your account. In assessing a risk, we will consider the:

- Total monetary amount and/or number of Reversals issued against your PayPal account;
- Reasonable risk of your account to the integrity of PayPal and our system; and
- Potential losses occurring to us or our users.

We may suspend your eligibility for PayPal's Seller Protection program if it is linked or associated with another account which has been suspended.

We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your account.

If we reasonably believe a risk still exists, we may in our sole discretion, require you to take certain action in order to lift the suspension of your eligibility for PayPal's Seller

Protection program. You must follow our directions as reasonably required by PayPal within the timeframe specified.

We will notify you by email if we suspend or lift the suspension of your eligibility for PayPal's Seller Protection program.

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10. Restricted Activities.

10.1 Restricted Activities. In connection with your use of our website, your Account, the PayPal Services, or in the course of your interactions with PayPal, other Users, or third parties, you will not:

- a. Breach this Agreement, the <u>Commercial Entity Agreement</u>, the <u>Acceptable Use</u>

 <u>Policy</u> or any other Policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- f. Provide false, inaccurate or misleading Information;
- g. Engage in potentially fraudulent or suspicious activity and/or transactions;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or card issuer for the same transaction during the course of a Dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- 1. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your 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;
- n. Allow your Account to have a negative balance;
- o. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- p. Access the PayPal Services from a country/region that is not listed on PayPal's **Worldwide page**.

- q. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so:
- r. 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;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure:
- t. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services;
- w. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers; or
- x. Abuse (as either a buyer or seller) our online Dispute Resolution process and/or PayPal's Buyer Protection program.

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11. Your Liability - Actions We May Take - including Holds and Liquidated Damages.

11.1 Your Liability.

- a. **General.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. Liability for Claims under PayPal's Buyer Protection program. If you are a Seller and you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country/region and we determine under PayPal's Buyer Protection program of that country/region that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country/region, you should review the relevant terms of PayPal's Buyer Protection program's available here). Your liability will include the full purchase price of the item plus the original shipping cost (and you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal's Seller Protection program will cover your liability for eligible Claims based on Item not

Received, and eligible Unauthorized Transactions - see Section 9 (PayPal's Seller Protection program) above.

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. Your liability will include the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal's Seller Protection program will not cover your liability for SNAD Claims.

- c. Liability for claims filed under eBay's Money Back Guarantee program. If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay.
- d. Liability for instructions given by you on your Account. Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by PayPal. PayPal will not be liable for any loss or damage you or anyone else suffers where PayPal acts on those instructions in good faith, unless it was proved that PayPal was negligent.
- e. **Dispute fees.** 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 as payments made through PayPal, not through a PayPal account. 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 as listed in Exhibit A. *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 <u>Dispute fee</u> will be deducted from your PayPal account after the claim is decided.

The <u>Dispute fee</u> amount will be determined when the dispute case is created. The fee is based on the ratio of the total transaction amount of all <u>Item Not Received and</u> <u>Significantly Not as Described</u> 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 Unauthorized Transactions. For example, for the month of September, your dispute 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 <u>Resolution Center</u> 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**.
- Eligible for **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.

- 11.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your PayPal balance or reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.
- 11.3 Actions by PayPal Restricted Activities. If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, Affiliates other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the PayPal Services;
- b. We may suspend your eligibility for PayPal's Buyer Protection program and/or PayPal's Seller Protection program;
- c. We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to PayPal or its Affiliates;
- d. We may refuse to provide the PayPal Services to you now and in the future; and
- e. We may hold your funds for a period of time 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.

11.4 Actions by PayPal - Holds.

- a. **Risk-Based Holds.** PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear as pending balance or withheld and the payment status will indicate the hold. If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.
- b. **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal's Seller Protection program, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

11.5 Actions by PayPal - Reserves.

PayPal, in its sole discretion, may place a Reserve on funds held in your Business Account when PayPal believes there may be a high level of risk associated with your Account or your use of any of the products and/or services offered by PayPal and/or its Affiliates. If PayPal places a Reserve in your Account, transactions will be shown as "pending" in your PayPal balance, and you will not have access to funds in a "pending" status until they are cleared. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in Reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

11.6 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. PayPal, in its sole discretion, reserves the right to terminate this Agreement and/or access to the PayPal Services for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' 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.

11.7 Acceptable Use Policy Violations. If you violate the Acceptable Use Policy then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages for each violation of the Acceptable Use Policy. You agree that \$2,500.00 USD (or equivalent) per transaction in 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 balance in the offending Account, or any other Account you control.

11.8 Compliance with Data Protection Laws. 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.

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

- a. implement and maintain at all times all appropriate security measures in relation to the processing of personal data;
- b. maintain a record of all processing activities carried out under this Agreement; and
- c. 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 data protection laws.

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12. Disputes with PayPal.

- **12.1 Contact PayPal First.** If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the PayPal Services may be reported to Customer Service online through the PayPal Help Center at any time, or by calling (402) 935-2050 (in the U.S.).
- **12.2 Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD (or other currencies equivalents), the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through the Singapore International Arbitration Centre or any other established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. 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 the party initiating the arbitration; 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.
- **12.3 Law and Forum for Disputes.** Except as otherwise agreed by the parties or as described in Section 12.2 above, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in Singapore or where the defendant is located. You agree to submit to the personal jurisdiction of the courts located within

Singapore for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of Singapore as such laws are applied to agreements entered into and to be performed entirely within Singapore, without regard to conflict of law provisions.

- **12.4 Improperly Filed Litigation.** All claims you bring against PayPal must be resolved in accordance with Section 12 of this Agreement. All claims filed or brought contrary to Section 12 shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to Section 12, 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.
- **12.5 Notices to You.** You agree that PayPal may provide you Communications about your Account, the PayPal Services and this Agreement electronically. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.
- **12.6 Notices to PayPal.** Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to PayPal must be sent by postal mail to: PayPal Pte. Ltd., Attention: Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985.
- **12.7 Insolvency Proceedings.** If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.
- **12.8 Release of PayPal.** If you have a dispute with one or more Users, you release PayPal and Affiliates (and their officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

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13. General Terms.

13.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS 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 WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDAREIS AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

- **13.2 Services Limitation.** PayPal is not a bank and the PayPal Services are payment processing services rather than banking services. PayPal is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent to you and custodian to your funds. PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.
- 13.3 No Warranty. THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND **OUR SUPPLIERS SPECIFICALLY DISCLAIM 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 that are paid for with the PayPal Services 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 site may be temporarily suspended for maintenance or upgrade or 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, 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. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country/region to country/region.
- **13.4 Indemnification.** You agree to defend, indemnify and hold PayPal, Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of the PayPal Services.
- **13.5 PayPal License Grant to You.** If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your

computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the respective documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website 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.

13.6 License Grant from You to PayPal; IP Warranties. Subject to section 13.7, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. 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.

13.7 License Grant from Merchants to PayPal. Section 13.6 notwithstanding, if you are a Merchant using PayPal Services, you grant PayPal the worldwide right to use and depict your business name, trademarks, and logos on our website and in PayPal's mobile and web-based application for the purpose of identifying and referring to your business and your products and services and facilitating consumer transactions with you.

13.8 Intellectual Property. "PayPal.com," "PayPal", "PayPal.com.cn", "PayPal.com.c2", "PayPal.com.hk", "PayPal.co.il", "PayPal.co.jp", "PayPal.com.tr", "PayPal.com.sg" and all other URLs, logos and trademarks related to the PayPal Services are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate 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, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent 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 is disparaging to 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 website, 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.

13.9 Calls to You; Mobile Telephone Numbers.

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 to: (i) service your PayPal branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by PayPal. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by updating your preferences in your PayPal account settings at www.paypal.com/il, by or contacting customer support.

The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages.

13.10 Marketing. 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.

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.

13.11 Password Security. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the PayPal Services.

13.12 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country/region are your sole responsibility.

- 13.13 Complete Agreement and Survival. This Agreement, along with any applicable 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. Sections 6 (Closing Your Account), 11 (Your Liability Actions We May Take), 12 (Disputes with PayPal), 13 (General Terms), 14 (Definitions), and Exhibit A (Fees) as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- **13.14 Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- **13.15 Translated Agreement.** Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.
- **13.16 No Waiver.** Our failure or delay to act with respect to a breach by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches.
- **13.17 Assumption of Rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, 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.

14. Definitions.

- "Account Profile" means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.
- "Account" or "PayPal Account" means a Personal or Business PayPal Account.
- "Add Money" or "Top Up" means your ability to transfer money from your bank account to your PayPal Account.
- "Affiliate" means PayPal Holdings Inc. or a company that is a direct or indirect subsidiary of PayPal Holdings Inc., or otherwise related to PayPal through common ownership or control.
- "Authorize" or "Authorization" means a buyer's express authorization to a Merchant to collect a payment from the buyer's PayPal Account.
- "Automatic Transfer Countries" means Albania, Algeria, Antigua and Barbuda, Barbados, Belize, Bosnia and Herzegovina, Dominica, Egypt, Fiji, French Polynesia, Grenada, Malawi, New Caledonia, Palau, Saint Kitts and Nevis, Saint Lucia, Seychelles, Trinidad and Tobago, Turks and Caicos.
- "Automatic Transfer" means a withdrawal of your Account balance that is initiated by PayPal. If your Account is registered in one of the Automatic Transfer Countries, then your balance will be regularly withdrawn to your linked financial instrument pursuant to these terms and conditions.
- "Business Account" means an Account used primarily for business purposes and not for personal, family, or household purposes.
- "Business Days" (except for the purpose of section 11(b) of the Payment Services Law) means Monday through Friday, excluding the official national holidays recognized in Singapore. For the purpose of Section 11(b) of the Payment Services Law, a Business Day is every day of the week starting at 00:00 and ending at 23:59.
- "Chargeback" means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.
- "Claim" means a challenge to a payment that a User files directly with PayPal in the Online Resolution Center pursuant to Section 7 of this Agreement.
- "Commercial Entity Agreement" means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).
- "Commercial Payment" means as defined in Exhibit A (Fees) below.
- "Communications" means any Account or transaction information that PayPal provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure; transaction receipts or confirmations; Account history statements; and tax statements we are required to make available to you.
- "Customer Service" is PayPal's customer support which can be accessed online through the <u>PayPal Help Center</u> at any time, or by calling (402) 935-2050 (in the U.S.).

- "Days" means calendar days.
- "Data Controller" (or simply "controller") and "data processor" (or simply "processor") and "data subject" have the meanings given to those terms under the Data Protection Laws.
- "Data Protection Laws" means EU Directive 95/46/EC or Regulation (EU) 2016/679 (GDPR) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the Company Services.
- "Default Payment Methods" means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.
- "Digital Goods" means goods that are delivered and used in an electronic format.
- "Dispute" means a dispute filed by a User directly with PayPal in the Online Resolution Center pursuant to Section 7 of this Agreement.
- "eBay" means eBay Inc.
- "eCheck" means a payment funded using a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the U.S.
- "Error" means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.
- "Essential Component" for the purpose of the Payment Services Law include the following (misuse of which by an unauthorized person may constitute an Unauthorized Transaction):
 - The PayPal account password or PIN (including a one-time login info sent from PayPal) or a combination of the username and password or a phone number and PIN.
 - Your device on which you have either:
 - enabled One Touch service (which is a service that enables faster login to the PayPal account without the need to re-enter the password for every payment)
 - enabled login to your PayPal account through a third-party service such as Sign in with Google; or
 - enabled biometric authentication (such as fingerprint);
 - o Note that some of the above login options may not be available to you
- "Fees" means those amounts stated in Exhibit A (Fees) of this Agreement.
- "Information" means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.
- "Instant Transfer" means a payment funded using the sender's bank account in which PayPal credits the recipient instantly.
- "Item Not Received" means a challenge to a payment from a User claiming that the item purchased was not received.
- "Merchant" and "Seller" are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payments.

- "Micropayments for Digital Goods" means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools.
- "No Log-In Payment" means a PayPal payment that is made without the sender having to log into his/her Account.
- "Payment Method" means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction (subject to availability): balance, Instant Transfer, eCheck, credit card, debit card, and Redemption Codes.
- "The Payment Services Law" The Payment Services Law, 5778-2019
- "PayPal Direct Payment" means a payment that is made directly through the buyer's credit or debit card and not through a PayPal Account, such as payments made through Website Payments Pro.
- "PayPal Mobile" means a PayPal Service that allows you to send and receive payments through your mobile phone.
- "PayPal's Seller Protection Program" means the protection program PayPal offers Sellers as described in Section 9.
- "PayPal Services" means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- "PayPal," "we," "us" or "our" means PayPal Pte. Ltd.
- "Personal data" has the meaning given to it under the Data Protection Laws.
- "Personal Payment" means a payment to a friend or a family member such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts. Personal Payments are not available in most countries.
- "Policy" or "Policies" means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the PayPal Services.
- "Preapproved Payment" means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."
- "Preferred Payment Method" means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.
- "Redemption Code" means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.
- "Reserve" means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the PayPal Services.
- "Restricted Activities" means those activities described in Section 10 of this Agreement.
- "Reversal" means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal, Affiliates, or any direct or indirect PayPal subsidiary, (c) the sender of the

payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other Policy, or (e) PayPal decided a Claim against you.

- "Seller" see "Merchant" definition.
- "Significantly Not as Described" has the definition provided in Section 7.1 of this Agreement.
- "Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- "Top Up" see "Add Money" definition.
- "Transaction Details Page" means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the individual transaction in your Account on the PayPal website.
- "Unauthorized Transaction" means as defined in Section 8.1 of this Agreement.
- "User" means any person or entity using the PayPal Services including you.
- "Verified Account" means an Account status that reflects that PayPal has verified that an Account holder has legal control of one or more of his or her Payment Methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.
- "Virtual Terminal Payment" means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a credit or debit card and not through an Account.

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Exhibit A - Fees.

- **1. Overview.** PayPal charges the following Fees:
 - a. Commercial Payments Fee.
 - b. Additional Fees:
 - Currency Conversion Fee;
 - o Withdrawing your Balance Fee;
 - o eCheck Fee;
 - o Dispute Fee;
 - o Credit Card and Debit Card Confirmation Fee: and
 - o Records Request Fee.
 - c. Fees for other pricing categories:
 - o Micropayments Fee;
 - Micropayment for Digital Goods Fee;
 - o PayPal Payouts (formerly Mass Pay) Fee;
 - o Personal Payments Fee; and

2. Commercial Payments Fee.

A Commercial Payment includes the following:

- A payment for the sale of goods or services;
- A payment received after the Seller has used the "Request Payment" tab on the PayPal website; or
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.

Activity	Country/Region	Commercial Pay	ments Fee	
Receiving Commercial Payments	Israel	Domestic payments:	Standard Rate:	3.4% + Fixed Fee
		International payments: See table below		
		Currency:		Fee:
		Australian Dollar:		\$0.30 AUD
		Brazilian Real:		R\$0.60 BRL
		Canadian Dollar:		\$0.30 CAD
		Czech Koruna:		10.00 CZK
		Danish Kroner:		2.60 DKK
	All countries	Euro:		€0.35 EUR
		Hong Kong Dollar:		\$2.35 HKD
		Hungarian Forint:		90.00 HUF
		Israeli New Shekel:		1.20 ILS
		Japanese Yen:		¥40.00 JPY
Fixed Fee		Malaysian Ringgit:		2.00 MYR
riacu rec		Mexican Peso:		4.00 MXN
		New Zealand Dollar:		\$0.45 NZD
		Norwegian Krone:		2.80 NOK
		Philippine Peso:		15.00 PHP
		Polish Zloty:		1.35 PLN
		Russian Ruble:		10 RUB
		Singapore Dollar:		\$0.50 SGD
		Swedish Krona:		3.25 SEK
		Swiss Franc:		0.55 CHF
		New Taiwan Dollar:		\$10.00 TWD
		Thai Baht:		11.00 THB
		U.K. Pounds Sterling:		£0.20 GBP

U.S. Dollar:	\$0.30 USD

• Receiving International Commercial Payments. The Fee depends on the buyer's country/region.

Activity	Seller's Country/Region	Buyer's Country/Region	Fee	
Receiving Commercial	Israel	U.S., Canada, Northern Europe* Europe I**:	Standard Rate:	4.4%+ Fixed Fee
Payments		All other countries:	Standard Rate:	5.4% + Fixed Fee
Fixed Fee			See in table	e above

^{*} Northern Europe: Denmark, Faroe Islands, Finland (including Aland Islands), Greenland, Iceland, Norway, Sweden.

4. Additional Fees.

Activity	Additional Fees		
	Country/Region:	Fee included in the Applicable Transaction Exchange Rate :	
Currency	Israel	2.5%	
Currency Conversion	PayPal will apply a currency to your card, according to the information which PayPal has available. We may also enable you to select the currency that PayPal will apply to your card, which may be different to the currency that was originally set for your card by PayPal. Where you select the currency of your card, PayPal will act on the information which you provide. You consent and authorize any currency conversion and		

^{**} Europe I: Austria, Belgium, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City State.

agree to any applicable fees, either through PayPal or by your card issuer, that will derive from the currency PayPal applied to your card.

Where a currency conversion is required, 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). The transaction exchange rate applicable to your conversion may be applied immediately and without notice to you. You may have the option (depending on the country/region you are residing in and the type of funding source) to Opt Out of currency conversion before you complete the transaction by selecting Other Conversion options on the Review Your Information page during checkout.

Where a currency conversion is offered by PayPal at the point of sale, you will be shown the exchange rate that will be applied to the transaction before you proceed with authorizing the payment transaction. By proceeding with your authorization of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate. Where a currency conversion is offered at the point of sale by the Merchant, not by PayPal, and you choose to authorize the payment transaction on the basis of the Merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

Where your payment is funded by a Debit or Credit Card and involves a currency conversion by PayPal, you consent to and authorize PayPal to convert the currency in place of or in addition to your Credit or Debit card issuer.

Withdra Method:		Fee:	
Withdrawing your Balance		Withdrawal Fee USD 35 per withdraw	val
Withdrawals you make to your local bank account.	Currency		Withdrawal Fee

ILS	Free if □1,000.00 ILS or more is withdrawn
ILS	□8.00 ILS if less than □1,000.00 ILS is withdrawn

If you withdraw your balance in a currency other than the currency in which the balance on your account is denominated, you will additionally be charged Currency Conversion Fees as set out above.

The following fee applies per withdrawal, depending on the currency in which the card is denominated (in accordance with the information PayPal has at the time of withdrawal, including your selection of the currency, where available).

Currency	Fee per transaction
AED	20
ALL	552
ANG	8
AOA	2466
ARS	15
AUD	7
AWG	9
BAM	9
BBD	10
BGN	7
BIF	9449
BMD	5
BND	7
BOB	35
BRL	10.00
BSD	5
BTN	355
BWP	54
CAD	6
CDF	8452
CHF	6.50
CLP	2400.00
CNY	35
COP	16658
CRC	2816
CVE	497
CYP	2.40
CZK	110

Withdrawals you make to your card.

1	
DJF	889
DKK	30
DOP	267
DZD	600
EEK	60.00
EGP	79
ETB	160
EUR	4
FJD	11
FKP	4
GBP	3
GEL	14
GIP	4
GMD	256
GNF	47695
GTQ	38
GYD	1043
HKD	40
HNL	123
HRK	30
HUF	1000
IDR	46000.00
ILS	22
INR	200.00
ISK	340.00
JMD	670
JPY	610
KES	504
KHR	20600.00
KMF	2218
KRW	5830
KYD	4
KZT	1887
LAK	44392
LKR	907
LTL	14.00
LVL	3.00
MAD	48
MDL	88
MGA	18259
MKD	278

MNT	13735
MRO	1874
MTL	1.80
MUR	183
MVR	77
MWK	3684
MXN	60
MYR	20
NAD	72
NGN	1812
NIO	171
NOK	32
NPR	571
NZD	8
PAB	5.00
PEN	17
PGK	17
PHP	250
PLN	16
PYG	32625
QAR	18
RON	12
RSD	530
RUB	150.00
SAR	19
SBD	41
SCR	68
SEK	35
SGD	8
SHP	4
SKK	140.00
SLL	49324
SOS	2898
SRD	37
SZL	72
THB	200.00
TJS	52.00
TOP	11
TRY	7.60
TTD	34
TWD	175.00
1 11 11	173.00

TZS	11520
UAH	122
UGX	18388
USD	5 USD
UYU	100
UYU	100.00
VND	115874
VUV	582
WST	13
XAF	2956
XCD	14
YER	1252
ZAR	40

If you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out above.

Currency:

Fee:

Receiving eChecks

For sellers in the countries listed below, there is a maximum fee per payment for receiving eCheck-funded payments as follows. The cap depends on the currency of the payment:

	currency.	rcc.
		50.00
	Dollar:	AUD
	Brazilian	75.00
	Real:	BRL
	Canadian	45.00
China, Hong Kong SAR China, Indonesia, Korea, Malaysia,	Dollar:	CAD
New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam	Czech	850.00
Victualii	Koruna:	CZK
Albania, Andorra, Bosnia and Herzegovina, Croatia, Georgia,	Danish Krone:	250.00
celand, Moldova, Monaco, Serbia		DKK
	Euro:	35.00
	Euro.	EUR
	Hong Kong	330.00
	Dollar:	HKD
	Hungarian	9,250
	Forint:	HUF

	160.00 ILS
Iananasa Van	4,000 JPY
	150.00 MYR
	540.00 MXN
	60.00 NZD
	270.00 NOK
1 **	1,900.00 PHP
Polich Zloty:	140.00 PLN
	1,400.00 RUB
	60.00 SGD
	320.00 SEK
Sunce Hrane:	50.00 CHF
	1,350.00 TWD
	1,400.00 THB
	30.00 GBP
III S Dollar:	45.00 USD

Dispute Fee -

See section 11.1 e for information about Dispute fees and when they apply.

Standard Dispute Fees

Currency	Dispute Fee		Currency	Dispute Fee
Australian Dollar:		\$12 AUD	Mexican Peso:	160 MXN
Brazilian Real:		R\$35 BRL	New Zealand Dollar:	\$13 NZD

Canadian Dollar:	\$10 CAD	Norwegian Krone:	75 NOK
Czech Koruna:	185 CZK	Philippine Peso:	405 PHP
Danish Kroner:	55 DKK	Polish Zloty:	30 PLN
Euro:	7 EUR	Singapore Dollar:	\$11 SGD
Hong Kong Dollar:	65 HKD	Swedish Krona:	75 SEK
Hungarian Forint:	2450 HUF	Swiss Franc:	8 CHF
Indian Rupee:	580 INR	New Taiwan Dollar:	\$250 TWD
Israeli New Shekel:	30 ILS	Thai Baht:	250 THB
Japanese Yen:	¥870 JPY	U.K. Pounds Sterling:	£6 GBP
Malaysian Ringgit:	35 MYR	U.S. Dollar:	\$8 USD

High Volume Dispute Dispute Fees

Currency	Dispute Fee	Currency	Dispute Fee
Australian Dollar:	\$24 AUD	Mexican Peso:	320 MXN
Brazilian Real:	R\$70 BRL	New Zealand Dollar:	\$26 NZD
Canadian Dollar:	\$20 CAD	Norwegian Krone:	150 NOK
Czech Koruna:	370 CZK	Philippine Peso:	810 PHP
Danish Kroner:	110 DKK	Polish Zloty:	60 PLN
Euro:	14 EUR	Singapore Dollar:	\$22 SGD
Hong Kong Dollar:	130 HKD	Swedish Krona:	150 SEK
Hungarian Forint:	4900 HUF	Swiss Franc:	16 CHF
Indian Rupee:	1160 INR	New Taiwan Dollar:	\$500 TWD
Israeli New Shekel:	60 ILS	Thai Baht:	500 THB
Japanese Yen:	¥1740 JPY	U.K. Pounds Sterling:	£12 GBP
Malaysian Ringgit:	70 MYR	U.S. Dollar:	\$16 USD

Credit Card and Debit Card Confirmation

Currency:	Fee:
Australian Dollar:	\$2.00 AUD
Brazilian Real:	R\$4.00 BRL
Canadian Dollar:	\$2.45 CAD
Czech Koruna:	50.00 CZK
Danish Kroner:	12.50 DKK
Euro:	1.50 EUR
Hong Kong Dollar:	\$15.00 HKD
Hungarian Forint:	400.00 HUF
Israeli New Shekel:	8.00 ILS
Japanese Yen:	¥200.00 JPY

Malaysian Ringgit:	10.00 MYR
Mexican Peso:	20.00 MXN
New Zealand Dollar:	\$3.00 NZD
Norwegian Krone:	15.00 NOK
Philippine Peso:	100.00 PHP
Polish Zloty:	6.50 PLN
Russian Ruble:	60 RUB
Singapore Dollar:	\$3.00 SGD
Swedish Krona:	15.00 SEK
Swiss Franc:	3.00 CHF
New Taiwan Dollar:	\$70.00 TWD
Thai Baht:	70.00 THB
U.K. Pounds Sterling:	£1.00 GBP
U.S. Dollar:	\$1.95 USD

In some instances, PayPal may require you to verify control of your credit card or debit card. In order to do so, PayPal makes a charge to your credit card or debit card and then requires you to verify the code associated with the charge. This amount will be refunded when you successfully complete the credit card or debit card verification process.

Records Requests Fee

\$10.00 SGD (per item), or other currency equivalent.

We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.

5. Fees for Other Pricing Categories

Micropayments Pricing. PayPal offers two micropayments pricing programs: (i) Micropayments Fees; and (ii) Micropayments for Digital Goods Fees.
 (i) Micropayments Fees. If you have signed up for Micropayments Fees, then the following Fees apply to all the Commercial Payments you receive. If you have both a Micropayments Fees enabled Account and a standard pricing Account, it is your responsibility to correctly route your payments to the appropriate Account, and once a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account.

Activity	Country/Region	Micropayments Fee
Receiving Commercial	All countries (where Micropayments Fees are available)	Domestic payments:

	5% + Micropa Fixed Fee International p 6% + Micropa Fixed Fee	ayments:
Micropayments Fixed Fee		Fee: \$0.05 AUD R\$0.10 BRL \$0.05 CAD 1.67 CZK 0.43 DKK 0.05 EUR \$0.39 HKD 15.00 HUF 0.20 ILS ¥7.00 JPY 0.20 MYR \$0.55
	Philippine Peso: Polish Zloty: Russian Ruble:	2.50 PHP 0.23 PLN 2.00

Singapore Dollar:	\$0.08 SGD
Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
New Taiwan Dollar:	2.00 TWD
Thai Baht:	1.80 THB
U.K. Pounds Sterling:	£0.05 GBP
U.S. Dollar:	\$0.05 USD

• (ii) Micropayments for Digital Goods Fees. If you apply and qualify for Micropayments for Digital Goods, then for each transaction involving only Digital Goods, you agree to pay either (i) the Commercial Payment Fees described in Section 2 above or (ii) the Micropayments for Digital Goods Fees, whichever rate results in a lower amount being charged to you for the transaction.

Activity	Country/Region	Micropayment Digital Goods I	
Receiving Micropayments for Digital Goods	All countries (where Micropayments for Digital Goods are available)	Domestic paym 5% + Micropay Fixed Fee International pa 5.5% + Microp Fixed Fee	yments yments:
	All countries where available	Currency:	Fee:
		Australian Dollar:	\$0.05 AUD
Micropayments Fixed Fee		Brazilian Real:	R\$0.10 BRL
rec		Canadian Dollar:	\$0.05 CAD
		Czech Koruna:	1.67 CZK

(Danish
]	Kroner:
[Luro:
	Hong Kong Dollar:
]	Hungarian Forint:
(Israeli New Shekel:
en:	Innanaca Van
[Malaysian Ringgit:
so:	Mexican Peso:
id S	New Zealand Dollar:
[Norwegian Krone:
]	Philippine Peso:
/: []	Polish Zloty:
[2	Russian Ruble:
	Singapore Dollar:
(
): (Swiss Franc:
n Z	New Taiwan Dollar:
	Thai Baht:
S	U.K. Pounds Sterling:
	U.S. Dollar:

Activity	Country/Region	Payouts Fee		
Sending	Israel,	Domestic payments:	2% of the payment up to a Maximum PayPal Payout Fee per recipient as listed below**.	
PayPal Payouts		International payments	2% of the payment up to a Maximum PayPal Payout Fee per recipient as listed below***.	
		Currency:	Maximum Fee per recipient:	
		Australian Dollar:	\$16 AUD	
		Brazilian Real:	R\$24 BRL	
		Canadian Dollar:	\$14 CAD	
		Czech Koruna:	280 CZK	
**Maximum		Danish Krone:	84 DKK	
PayPal		Euro:	12 EUR	
Payouts Fee		Hong Kong Dollar:	\$110 HKD	
for domestic		Hungarian Forint:	3080 HUF	
payments from:		Israeli Shekel:	50 ILS	
Albania,		Japanese Yen:	¥1200 JPY	
Andorra,		Malaysian Ringgit:	50 MYR	
Bosnia and		Mexican Peso:	170 MXN	
Herzegovina, Croatia,		New Zealand Dollar:	\$20 NZD	
Georgia,		Norwegian Krone:	90 NOK	
Iceland,		Philippine Peso:	640 PHP	
Israel,		Polish Zlotych:	46 PLN	
Moldova, Monaco,		Russian Ruble:	480 RUB	
Serbia,		Singapore Dollar:	\$20 SGD	
Ukraine		Swedish Krona:	100 SEK	
		Swiss Franc:	16 CHF	
		Taiwan New Dollar:	\$440 TWD	
		Thai Baht:	460 THB	
		U.K. Pounds Sterling:	£10 GBP	
		U.S. Dollar:	\$14 USD	
***Maximum		Currency:	Maximum Fee per recipient:	
PayPal		Australian Dollar:	\$100 AUD	
Payouts Fee for		Brazilian Real:	R\$150 BRL	
ıor		Diazinan Kui.	EQ130 DICE	

international	Canadian Dollar:	\$90 CAD
payments	Czech Koruna:	1700 CZK
from: Albania,	Danish Krone:	500 DKK
Andorra,	Euro:	70 EUR
Bosnia and	Hong Kong Dollar:	\$660 HKD
Herzegovina,	Hungarian Forint:	18,500 HUF
Croatia,	Israeli Shekel:	320 ILS
Georgia,	Japanese Yen:	¥8,000 JPY
Iceland, Israel,	Malaysian Ringgit:	300 MYR
Moldova,	Mexican Peso:	1080 MXN
Monaco,	New Zealand Dollar:	\$120 NZD
Serbia,	Norwegian Krone:	540 NOK
Ukraine		
	Philippine Peso:	3,800 PHP
	Polish Zlotych:	280 PLN
	Russian Ruble:	2,800 RUB
	Singapore Dollar:	\$120 SGD
	Swedish Krona:	640 SEK
	Swiss Franc:	100 CHF
	Taiwan New Dollar:	\$2,700 TWD
	Thai Baht:	2,800 THB
	U.K. Pounds Sterling:	\$60 GBP
	U.S. Dollar:	\$90 USD

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o f. Refund Fee

Activity	Country/Region Fee	
	If a	
	paymer	nt
	you	
	receive	d
	is	
	refunde	ed
Refunding a Commercial Payment	(partial	lly
	or fully	<i>!</i>)
	to the	
	sender,	,
	there ar	re
	no fees	to
	make th	ne

refund,
but the
fees you
originally
paid as
the seller
will not
be
returned
to you.

g. Bank/Credit Card Fees. Your bank, credit or debit card company may charge you fees for sending or receiving funds through PayPal. For example, you may be charged currency conversion fees, international transactions fees, or other fees even when your transaction is domestic, and does not require a currency conversion. PayPal is not liable for any fees charged to you by your bank, credit or debit card company or other financial institution based on your usage of PayPal. If you are in Israel, your bank account may be charged immediately for a PayPal transaction that is funded with a credit card.

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Exhibit B - Country/Region-Specific Terms.

- These terms and conditions apply only to Account holders for Accounts registered in the following countries. In the event of a conflict between the terms of this Agreement and the term of Exhibit B herein, the terms of Exhibit B shall apply:
- o Israel
- Law and Forum for Disputes.
- o Except as otherwise agreed by the parties or as described in Section 12.2. above, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in Singapore and you agree to submit to the personal jurisdiction of the courts located within Singapore for the purpose of litigating all such claims or disputes. This Agreement and any dispute between you and us shall be governed in all respects by the laws of Singapore as such laws are applied to agreements entered into and to be performed entirely within Singapore, without regard to conflict of law provisions. If a court where you reside would not enforce an agreement between you and us requiring the application of Singapore law or requiring that disputes between us be resolved in Singapore, the laws of the country/region where you reside will apply to disputes between us relating to this Agreement and you may bring suit in the courts of the country/region where you reside and you and we agree to the personal jurisdiction of such courts.

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