User Agreement for PayPal Services

Last Update: November 3, 2022

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 <u>Restricted Activities</u> 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
 - 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 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 <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 here.

• 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 here:

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. You can see what services are available in your country/region by logging into your PayPal account.

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, log into your PayPal account.

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 or an Affiliate, 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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6. Closing Your Account.

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.

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

The program terms and conditions are set out in <u>PayPal's Buyer Protection</u> program page and form part of this user agreement.

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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:

- Use this form 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.

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

The program terms and conditions are set out in <u>PayPal's Seller Protection</u> program page and form part of this user agreement.

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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;
- u. 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 our online Dispute Resolution process and/or PayPal's Buyer Protection program and/or PayPal's Seller 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 PayPal's Seller Protection program page.

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 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.
- d. **Dispute fees.** 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. *The <u>Dispute fee</u>* will be charged at either the *Standard Dispute fee* rate or the *High Volume Dispute fee* rate as listed in Exhibit A. *The <u>Dispute fee</u>* 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 **Item Not Received and**

Significantly Not as Described claims you receive compared to the total amount of your sales for the previous three calendar months. Your total claims include all Item Not Received and Significantly Not as Described claims that are filed either directly with and escalated to PayPal or with the buyer's card issuer or bank. Your total claims do not include claims for 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 **Resolution Center** that are not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- Filed by the buyer directly with PayPal as an **Unauthorized Transaction**.
- Deemed by PayPal in its sole discretion to have met all the requirements under <u>PayPal's Seller Protection</u> 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.

If you engage in a <u>Restricted Activity</u>, PayPal may charge the **High Volume Dispute fees** for current and future disputes irrespective of your dispute ratio or sales volumes, given PayPal's increased involvement as a result of such Restricted Activity.

- **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.
 - f. Charge you with the High Volume Dispute fees for current and future disputes, irrespective of your dispute ratio or sales volumes, given PayPal's increased involvement as a result of such Restricted Activity.

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.

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.

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

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

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.

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.

Notwithstanding the above, PayPal may request that you provide your tax identification number and/or other tax-related documentation or information. If you do not provide PayPal the requested information or documentation, you understand and agree that you may be subject to account limitations and withholding tax at the applicable rates on gross payments received. PayPal will send such withholding taxes to the appropriate tax authorities and cannot refund those amounts.

- 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.
- **13.18 Third Party permissions.** You must be the beneficial owner of your PayPal account, and conduct business only on behalf of yourself.

You may expressly grant, remove and manage permissions for some third parties to take certain actions on your behalf. In some cases, you can do this when logged into your PayPal account – in other cases, you can do this directly with the third party. You acknowledge that if you grant permission for a third party to take actions on your behalf, we may disclose certain information about your PayPal account to this third party.

You may permit third party service providers licensed by applicable law (and to the extent the services are available) to:

- provide account information services to access information about your account on your behalf;
- confirm whether an amount necessary for the execution of a card-based payment transaction is available on your account; or
- provide payment initiation services to initiate payments from your account on your behalf.

Granting permission to any third party to access your PayPal account in any way does not relieve you of any of your responsibilities under this user agreement. You are liable to us for the actions that you authorize the third parties to carry out. You will not hold us responsible for, and you will indemnify us from, any liability arising from the actions or inactions of such third parties in connection with the permissions you granted, subject to your mandatory legal rights.

13.19 Assessment of your website

If you integrate or otherwise reference PayPal services on your website, PayPal may use automated technologies (e.g., website crawling) to assess your website and collect any publicly accessible or available data to ensure compliance with this agreement and to combat malicious or fraudulent activity.

In connection with such technologies, PayPal will not collect any of your customer personal data. However, there may be times we collect personal data about you that you publish on your websites. Such personal data shall be processed for the purposes described in this section and shall be subject to our <u>Privacy Statement</u>.

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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 PayPal's Buyer Protection program.
- "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 PayPal's Buyer Protection program.
- "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.
 - o 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's Buyer Protection Program" means the protection program PayPal offers Buyers as described in Section 7, terms and conditions of which are set out in PayPal's Buyer Protection program page.
- "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, terms and conditions of which are set out in PayPal's Seller Protection program page.
- "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" an Item paid for with PayPal but received Significantly Not as Described.
- "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;
 - 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:
 - Micropayments Fee;
 - o 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	on Commercial Payments Fee	
	Israel	Domestic payments:	Standard Rate: 3.4% + Fixed Fee

Receiving		International payments	s: See table be
Commercial Payments			
		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
		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
		Malaysian Ringgit:	2.00 MYR
Fixed Fee	All countries	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 for receiving domestic payments applies plus the additional percentage-based fee for international payments.

The additional percentage-based variable fee for international commercial payments depends on the buyer's country/region, and increases by the percentage indicated below:

Activity	Seller's	Buyer's	Poo.
	Country/Region	Country/Region	Fee

Receiving International Commercial Payments	Israel	U.S., Canada, Northern Europe* Europe I**:	+1%
		All other countries:	+2%

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

4. Additional Fees.

Activity

Additional Fees

	y			
	Country/Region:	Fee included in the Applicable Transaction Exchange Rate		
	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, may be different to the currency that was originally set for your card by PayPal. Where you se the currency of your card, PayPal will act on the information which you provide. You consen authorize any currency conversion and agree to any applicable fees, either through PayPal or 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 set for the relevant currency exchange. The transaction exchange rate is adjusted regularly an includes a Currency Conversion Fee applied and retained by us on a base exchange rate to for rate applicable to your conversion. The base exchange rate is based on rates within the whole 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 Conversion options on the Review Your Information page during checkout.			

^{**} Europe I: Austria, Belgium, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, 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.

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 a agreeing to the currency conversion on the basis of the exchange rate. Where a currency convis 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 PayPal, you consent to and authorize PayPal to convert the currency in place of or in addition your Credit or Debit card issuer.

Withdrawing your Balance

Withdrawal Method:	Fee:
Withdrawals you	
make to your	Withdrawal Fee
U.S. bank	USD 35 per withdrawal
account	

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 y account is denominated, you will additionally be charged Currency Conversion Fees as set or 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, includyour selection of the currency, where available).

Withdrawals you make to your card.

Currency	Fee
Afghan Afghani	525.00 AFN
Albania lek	552.00 ALL
Algerian dinar	600.00 DZD
Angola kwanza	2466.00 AOA
Argentine peso	8.00 ARS
Armenian dram	2625.00 AMD
Aruban florin	9.00 AWG
Australian dollar	7.00 AUD

	-
Azerbaijan manat	8.50 AZN
Bahamian dollar	5.00 BSD
Bahraini dinar	2.00 BHD
Balboa	5.00 PAB
Bangladeshi Taka	440.00 BDT
Barbados dollar	10.00 BBD
Belizean dollar	10.00 BZD
Bermudian dollar	5.00 BMD
Bhutan ngultrum	355.00 BTN
Boliviano	35.00 BOB
Botswana pula	54.00 BWP
Brazilian real	10.00 BRL
Brunei dollar	7.00 BND
Bulgarian lev	7.00 BGN
Burundi franc	9449.00 BIF
Cabo Verde escudo	497.00 CVE
Canadian dollar	6.00 CAD
Cayman Island dollar	4.00 KYD
CFA franc BEAC	2956.00 XAF
CFA france	2700.00 XOF
Chilean peso	2400.00 CLP
Comoro franc	2218.00 KMF
Cordoba oro	171.00 NIO
Columbian peso	16658.00 COI
Congolese franc	8452.00 CDF
Convertible mark	9.00 BAM
Costa Rican colon	2816.00 CRC
Cypriot pound	2.40 CYP
Czech koruna	110.00 CZK
Dalasi	256.00 GMD
Danish krone	30.00 DKK
Denar	278.00 MKD
Djibouti franc	889.00 DJF
Dominican peso	267.00 DOP
Dong	57937.00 VNI
East Caribbean dollar	14.00 XCD
Egyptian pound	79.00 EGP
Eritrean Nakfa	75 ERN
Estonian kroon	60.00 EEK
Ethiopian birr	160.00 ETB
· · · F	100.00 218

Falkland Islands pound	2.00 FKP
Fiji dollar	5.00 FJD
Ghanaian Cedi	31.25 GHS
Gibraltar pound	4.00 GIP
Guarani	16312.00 PY
Guinea franc	47695.00 GN
Guyana dollar	1043.00 GYI
Haitian Gourde	500.00 HTG
Hong Kong dollar	40.00 HKD
Hryvnia	122.00 UAH
Hungarian forint	1000.00 HUI
Iceland krona	340.00 ISK
Indian rupee	200.00 INR
Iraqi Dinar	7250.00 IQD
Israeli new shekel	22.00 ILS
Japanese yen	610.00 JPY
Jamaican dollar	670.00 JMD
Jordanian dinar	3.60 JOD
Kenyan shilling	504.00 KES
Kina	17.00 PGK
Kip	44392.00 LA
Kuna	30.00 HRK
Kuwaiti dinar	5.00 KWD
Kwacha	1842.00 MV
Kyrgyzstani som	425.00 KGS
Lari	14.00 GEL
Latvian lat	3.00 LVL
Lebanese Pound	7600.00 LBI
Leone	49324.00 SI
Lempira	123.00 HNL
Lesotho Loti	80.00 LSL
Liberian Dollar	750.00 LRD
Lilangeni	72.00 SZL
Lithuanian litas	14.00 LTL
Macanese Pataca	40.00 MOP
Malaysian ringgit	20.00 MYR
Malagasy Ariary	18259.00 M
Maltese lira	1.80 MTL
Mauritanian ouguiya	180.00 MRU
Mauritius rupee	183.00 MUF
Mexican peso	60.00 MXN

Moldovan leu	88.00 MDL
Moroccan dirham	48.00 MAD
Mozambican metical	375.00 MZN
Myanmar Kyat	9000.00 MMK
Naira	1812.00 NGN
Namibia dollar	72.00 NAD
Nepalese rupee	571.00 NPR
Netherlands Antillean guilder	8.00 ANG
New Taiwan dollar	175.00 TWD
New Zealand dollar	8.00 NZD
Norwegian krone	32.00 NOK
Nuevo Sol	17.00 PEN
Omani rial	2.00 OMR
Pa'anga	11.00 TOP
Pakistani Rupee	900.00 PKR
Philippine peso	250.00 PHP
Polish zloty	16.00 PLN
Qatari rial	18.00 QAR
Quetzal	38.00 GTQ
Rand	40.00 ZAR
Riel	20600.00 KHF
Romanian leu	12.00 RON
Rufiyaa	77.00 MVR
Rupiah	46000.00 IDR
Russian ruble	150.00 RUB
Rwandan franc	5000.00 RWF
Saint Helena pound	4.00 SHP
Salvadoran Colón	45.00 SVC
São Tomé And Príncipe Dobra	110.00 STN
Saudi riyal	19.00 SAR
Serbian dinar	530.00 RSD
Seychelles rupee	68.00 SCR
Singapore dollar	8.00 SGD
Slovak koruna	140.00 SKK
Solomon Islands dollar	41.00 SBD
Somali shilling	2898.00 SOS
Somoni	52.00 TJS
Sri Lanka rupee	907.00 LKR
Surinam dollar	37.00 SRD
Swedish krona	35.00 SEK
Swiss franc	6.50 CHF

Tala	13.00 WST
Tanzanian shilling	11520.00 TZS
Гепде	1887.00 KZT
Гhai baht	200.00 THB
Гrinidad and Tobago dollar	34.00 TTD
Гugrik	13735.00 MN
Гunisian dinar	13.00 TND
Гurkish lira	70.00 TRY
Гurkmenistani Manat	20.00 TMT
Uganda shilling	18388.00 UGX
UAE dirham	20.00 AED
UK pounds sterling	3.00 GBP
US dollar	5.00 USD
Uruguay peso	100.00 UYI/U
Uzbekistani Som	60,000.00 UZ
Vatu	582.00 VUV
Venezuelan bolivar	30,000,000.00
Won	5830.00 KRW
Yemeni rial	1252.00 YER
Yuan renminbi	35.00 CNY
Zambian kwacha	107.50 ZMW

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

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:	Fee:
China, Hong Kong SAR China, Indonesia, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam Albania, Andorra, Bosnia and Herzegovina, Croatia, Georgia, Iceland, Moldova, Monaco, Serbia	Australian	50.00
	Dollar:	AUD
	Brazilian	75.00
	Real:	BRL
	Canadian	45.00
	Dollar:	CAD
	Czech	850.00
	Koruna:	CZK

250.00 DKK	Danish Krone:
35.00 EUR	Euro:
330.00 HKD	Hong Kong Dollar:
9,250 HUF	Hungarian
160.00 ILS	Israeli New
4.000	Iananese Ven
150.00 MYR	Malaysian Ringgit:
540.00 MXN	Mexican
60.00 NZD	
270.00 NOK	Norwegian Krone:
1,900.00 PHP	Philippine Peso:
140.00 PLN	Polish Zloty:
1,400.00 RUB	Russian Ruble:
60.00 SGD	Singapore Dollar:
320.00 SEK	Swedish Krona:
50.00 CHF	Number Hrane.
1,350.00 TWD	Taiwan New Dollar:
1,400.00 THB	Thai Baht:
30.00 GBP	U.K. Pounds Sterling:
45.00 USD	II & Dollar:

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 Payments	All countries (where Micropayments Fees are available)	Domestic payments: 5% + Micropayments Fixed Fee International payments: 6%+ Micropayments Fixed Fee	
		Currency:	Fee:
		Australian Dollar:	\$0.05 AUD
		Brazilian Real:	R\$0.10 BRL
		Canadian Dollar:	\$0.05 CAD
		Czech Koruna:	1.67 CZK
		Danish Kroner:	0.43 DKK
		Euro:	0.05 EUR
		Hong Kong Dollar:	\$0.39 HKD
		Hungarian Forint:	15.00 HUF
		Israeli New Shekel:	0.20 ILS
		Japanese Yen:	¥7.00 JPY
		Malaysian Ringgit:	0.20 MYR
Micropayments Fixed Fee	All countries where available	Mexican Peso:	\$0.55 MXN
	where available	New Zealand Dollar:	\$0.08 NZD
		Norwegian Krone:	0.47 NOK
		Philippine Peso:	2.50 PHP
		Polish Zloty:	0.23 PLN
		Russian Ruble:	2.00 RUB
		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	Micropayments for D Fee	igital Goods
Receiving Micropayments for Digital Goods	All countries (where Micropayments for Digital	Domestic payments: 5% + Micropayments Fixed Fee International payments:	
	Goods are available)	5.5% + Micropayment	
		Currency:	Fee:
		Australian Dollar:	\$0.05 AUD
		Brazilian Real:	R\$0.10 BRL
		Canadian Dollar:	\$0.05 CAD
		Czech Koruna:	1.67 CZK
		Danish Kroner:	0.43 DKK
		Euro:	0.05 EUR
	Hong Kong Dollar: Hungarian Forint: Israeli New Shekel:	Hong Kong Dollar:	\$0.39 HKD
		Hungarian Forint:	15.00 HUF
		0.20 ILS	
		Japanese Yen:	¥7.00 JPY
	A 11 a assentaria a	Malaysian Ringgit:	0.20 MYR
Micropayments Fixed Fee	All countries where available	Mexican Peso:	\$0.55 MXN
	where available	l ·	\$0.08 NZD
		Norwegian Krone:	0.47 NOK
		Philippine Peso:	2.50 PHP
		Polish Zloty:	0.23 PLN
		Russian Ruble:	2.00 RUB
		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

Activity	Country/Region	Payouts Fee		
Sending PayPal Payouts	Israel,	Domestic payments: 2% of the payment up to a Maximum PayPal F International payments: 2% of the payment up to a Maximum PayPal F		
		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 Payouts Fee		Australian Dollar:	\$100 AUD	
for		Brazilian Real:	R\$150 BRL	
international		Canadian Dollar:	\$90 CAD	
payments		Czech Koruna:	1700 CZK	
from:		Danish Krone:	500 DKK	
Albania, Andorra,		Euro:	70 EUR	
Bosnia and		Hong Kong Dollar:	\$660 HKD	

Herzegovina,	Hungarian Forint:	18,500 HUF
Croatia,	Israeli Shekel:	320 ILS
Georgia, Iceland,	Japanese Yen:	¥8,000 JPY
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

o f. **Refund Fee**

Activity	Country/Region Fee
	If a
	payment
	you
	received
	is
	refunded
	(partially
	or fully)
	to the
Refunding a Commercial Payment	sender,
Refunding a Commercial Layment	there are
	no fees to
	make the
	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:
- Israel
- 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 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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