This user agreement will be effective for all users as of July 31, 2020.

# Welcome to PayPal!

PayPal services in Japan are provided by a Singapore company, PayPal Pte. Ltd. PayPal Pte. Ltd. is registered with the Financial Services Agency of Japan. You can learn more about our registrations with the Financial Services Agency and how we operate our Japan business in PayPal's Business in Japan.

This user agreement governs your use of your PayPal account and the PayPal services in Japan. If you are an individual, you must be a resident of Japan and at least 18 years old to open a PayPal account and use the PayPal services. If you are a business or sole proprietor, such business or sole proprietor must be organized in, operating in, or a resident of, Japan to open a Japan PayPal account and use the PayPal services. By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement.

You also agree to comply with the following additional documents, policies and each of the other agreements on the **Legal Agreements** page that apply to you:

- Fees page
- Privacy Statement
- Acceptable Use Policy
- Collection, Retention and Use of Data by Sellers
- PayPal Alternative Payment Methods Terms

Please read carefully all of the terms and conditions of this user agreement, the terms of these policies and each of the other agreements that apply to you. We may amend this user agreement, any of the policies listed above and any other agreements on the <a href="Legal Agreements">Legal Agreements</a> page from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities we will post a notice on the <a href="Policy Updates">Policy Updates</a> page of our website and provide notice to you of at least 14 days. All future changes set out in the <a href="Policy Updates">Policy Updates</a> page already published on the <a href="Legal Agreements">Legal Agreements</a> page at the time you register for the PayPal services are incorporated by reference into this user agreement and will take effect as specified in the Policy Update.

If you do not agree to the revised terms and conditions, you must stop using the PayPal services, close your account and terminate your relationship with us without cost or penalty. This user agreement will continue to apply to your previous use of our services.

#### About our main business

PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal services to you via the internet. You can learn more about our business in **PayPal's Business in Japan**.

# Opening an Account

In Japan, we offer three types of accounts, personal accounts, premier accounts and business accounts.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your PayPal account and the PayPal services. You must keep your mailing address, email address and other contact information current in your PayPal account profile.

#### Personal accounts

If you are an individual and are using the account primarily to make purchases, a personal account is probably right for you. With a personal account you can use credit and debit cards to buy goods and services online, using mobile devices or in stores. You can also use PayPal balance as a payment method. Personal accounts in Japan are offered as prepaid payment accounts and PayPal balance cannot be withdrawn into a bank account. You can learn more about prepaid payment account requirements in PayPal's Business in Japan.

# Converting personal accounts to premier accounts

If you plan to use your PayPal account to sell things, send and request money from friends and family or to use a bank account as a payment method, you should consider a premier account. You can convert your PayPal account from a personal account to a premier account by linking a bank account or completing required procedures. Please refer to the <a href="Know Your Customer">Know Your Customer</a> section for more information on the required procedures.

#### Premier and business accounts

Premier and business accounts are for individuals and organizations that primarily use PayPal to sell goods or services, and send to and request money from other PayPal accounts. Premier and business accounts can be opened even if your business is not incorporated. With a business account, you can do things like:

- Use bank accounts as a payment method.
- Use a company or business name as the name on your PayPal account.
- Allow employees access to some of the features of your PayPal account.
- Sign up for <u>PayPal products</u> that meet your business needs.

Premier and business accounts may be subject to fees that differ from the fees applicable to personal accounts.

By converting a personal account to a premier account or opening a business account, you certify to us that you are the beneficial owner of the account and using it primarily for a business or commercial purpose.

Please refer to <u>PayPal's Business in Japan</u> section for more information on terms relating to PayPal accounts in Japan.

# Closing Your PayPal Account

You may close your account, 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 will cancel any scheduled or incomplete transactions. You must <u>withdraw</u> or transfer any PayPal balance from your PayPal account before closing it.

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

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

# Link or Unlink a Payment Method

For personal accounts, you can link or unlink a credit or debit card as a payment method. For premier and business accounts, you can link or unlink a credit or debit card, or a bank account as a payment method. Please keep your payment method information current (i.e. credit card number and expiration date). If this information changes, we may update it using information and third-party sources available to us without any action on your part. If you do not want us to update your card information, you may remove your payment method from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner.

# Holding a PayPal Balance

Any PayPal balance you hold in any PayPal account represents an unsecured claim against PayPal. PayPal combines your balance with the balances of other users and invests those funds in liquid investments. PayPal owns the interest or other earnings on these investments. These pooled amounts are held separate from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.

PayPal is not a bank and does not itself take deposits. You will not receive any interest on the funds held with PayPal.

Please refer to <u>PayPal's Business in Japan</u> on information concerning statutory requirements in Japan for securing PayPal balance on behalf of our customers.

# Withdrawing Money

If you have a premier or business account with a PayPal balance, you may withdraw it by transferring it to your local bank account or to your U.S. bank account linked to your PayPal account.

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

We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your PayPal account.

PayPal balance from personal accounts cannot be withdrawn into a bank account.

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

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

- We may allow you to convert the funds to a balance in another currency. If you
  convert funds in your account, PayPal's transaction exchange rate (including
  our <u>currency conversion fee</u>) will be used. We may, at our discretion, impose
  limits on the amount of money you can convert or the number of conversions
  you can perform.
- If you are a premier or business account user, you may withdraw funds in Japanese Yen, if your linked bank account is a local bank account. We do however permit U.S. dollar currency withdrawals if you have a U.S. bank account linked to your PayPal account. In order to withdraw funds held in Japanese Yen in your premier or business account to a linked U.S. bank account, you will have to convert the currency to U.S. dollars, or it will be converted for you at the time of your withdrawal. PayPal's transaction exchange rate, including our currency conversion fee, will be used.

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

You are responsible for all risks associated with maintaining multiple currencies in your PayPal account. You may not manage or convert currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on

currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

# How we convert currency

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

For some uses of your PayPal accounts, PayPal may determine currency conversion is necessary. The currency conversion fee applicable can be found on our <u>Fees</u> <u>page</u> under the heading <u>Currency conversion fees</u>.

# **Currency conversion choices**

When your payment is funded by a credit or debit card and PayPal determines a currency conversion is necessary, you consent to and authorize PayPal to convert the currency in place of your credit or debit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including a choice of which currency is used for the transaction, whether PayPal or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others, and may be made available individually for each card and for each automatic payment agreement. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

PayPal will always perform the conversion for transactions where your PayPal balance or linked bank account is the payment method.

## Account Statements

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

Sending Money to or Receiving Money From a Friend or Family Member
Sending money

If you have a personal account, you will not be able to send money to a friend or family member unless you convert to a premier account and complete the **Know Your Customer** procedure. If you have a premier or business account, you can

send money to a friend or family member using the send money feature in your PayPal account (sometimes called "personal payments" or "peer-to-peer/P2P payments"). You can send money to a friend or family member even if they don't have a PayPal account at the time you send them money, using their email address, in any currency that PayPal supports. Bank accounts and PayPal balance are the only payment methods that can be used to send money to a friend or family member. If the person to whom you are sending money does not have a PayPal account, they can claim it by opening a premier account which requires the linking of a bank account or completing the <a href="Know Your Customer">Know Your Customer</a> procedure. If they don't claim it, it will be refunded to you. Receiving money from a friend or family member is described under <a href="Receiving Money">Receiving Money</a>.

When sending money from PayPal accounts, there is a statutory limitation of one million Japanese Yen (¥1,000,000 JPY) for each transaction. We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases. You can view any sending limit by logging into your PayPal account. We may increase your sending limits if you complete the same steps to verify your information as is required for the removal of withdrawal limits. When you send money to a friend or family member, one of three things may happen: they may accept, decline or fail to claim the money. If they either decline to accept the money or don't claim it within 30 days of the date it is sent, the money (including any fees you were charged) will be refunded to your PayPal balance, if you used your PayPal balance as the payment method. If you used a bank account as the payment method, we will refund the money to your bank account or to your PayPal balance if we cannot refund it to your bank account.

# **Receiving money**

used.

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

Fees for Sending Money to Friends and Family
The fees applicable to sending money can be found on our <u>Sending Money to</u>
<u>Friends and Family table</u> and will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member. If you convert money in your PayPal balance from one currency to another before sending money, PayPal's transaction exchange rate (including our <u>currency conversion fee</u>) will be

You can also use the send money feature in your PayPal account to pay for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you choose the "send money to pay for goods and services" feature in your PayPal account. In that case, the seller will pay

the fees. You must not use the "send money to a friend or family member" feature in your PayPal account when you are paying for goods or services.

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

How to buy something

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

- Buying something at an online retailer's website and selecting PayPal as your payment method at checkout.
- Sending money to a seller for good or services.
- Using your PayPal account to buy something at a seller's physical store.

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

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

If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied as described in the <a href="How we convert">How we convert</a> currency section and will be determined at the time the payment is processed.

#### Fees

When you buy something from a seller who accepts PayPal, you don't pay a fee to PayPal. If PayPal performs a currency conversion for your purchase, PayPal's transaction exchange rate (including our <u>currency conversion fee</u>) will be used. Your credit or debit card issuer may also charge you a separate fee for transactions.

#### Payment review

When PayPal identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, PayPal will place a

hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item to you. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

# **Automatic payments**

You can agree with a seller who accepts PayPal to use PayPal as the payment method for future purchases with that seller. This agreement is between you and the seller and allows the seller to take funds from your PayPal account with your authorization on a one-time, regular or sporadic basis. Examples of automatic payments that can be arranged by you either with a seller or with PayPal include those that PayPal calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized transfer," or "preapproved payment." You may cancel an automatic payment up to 3 <a href="Business Days">Business Days</a> before the date of the next scheduled payment from your account settings or by contacting us through the <a href="PayPal Help Center">PayPal Help Center</a>. Once an automatic payment is canceled, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment, you may still owe the seller money for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for and you may be required to pay the seller through alternative means.

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

#### Refunds

When you buy something from a seller online using PayPal and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a credit or debit card or PayPal balance. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account or to your PayPal balance if we cannot refund it to your bank account. For purchases you make in a seller's store location that you paid for using your PayPal account and the transaction is ultimately refunded, the money will be refunded to your PayPal balance. If PayPal performed a currency conversion for your transaction and a refund is issued:

 Within 1 day of the date of the original payment, PayPal's transaction exchange rate (including our <u>currency conversion fee</u>) used at the time of the original payment will apply.  Beyond 1 day of the date of the original payment, PayPal's transaction exchange rate (including our <u>currency conversion fee</u>) on the date of the refund will apply.

Money will be refunded in the currency you paid. If we are unable to refund in the currency you paid, then you will be refunded in Japanese Yen.

# Payment Method Used for My Transaction Selecting a preferred payment method

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences or in the PayPal app. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

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

If you have chosen a preferred payment method, it will be shown as the primary method of payment. If you have not chosen a preferred payment method, it's still your choice.

The availability of certain payment methods may be limited based on that particular seller or the third-party website you are using to complete the transaction. If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you available payment methods, including the payment method you used most often or most recently, at the time of transaction. You can also click on the "Manage" link to see all of your available payment methods, or add a new one, and select a payment method during the transaction.

#### Backup payment method

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

#### **Automatic payments**

Some sellers allow you to store PayPal as the way to pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement

with the seller that permits them to request that we charge your PayPal account each time you make a purchase.

You can select a payment method for future purchases with a particular seller either at the time of creating the agreement or in your account settings on <a href="maybay-align: paymal.jp">paypal.jp</a>. For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost.

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

You can cancel any agreement in your account settings.

#### Bank account transfers

When you use your bank account as a payment method, you are allowing PayPal to initiate a transfer from your bank account to the recipient. For these transactions, PayPal will make electronic transfers from your bank account in the amount you specify. You authorize PayPal to try this transfer again if the initial transfer is rejected by your bank for any reason.

#### **eChecks**

eCheck is a payment method where you use your bank account as your payment method, and the payment is not received by the recipient until the transaction is processed from the bank. This process usually takes 3-5 **Business Days**, but this amount of time will increase if the payment is sent from a bank account located outside of your country/region.

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

# 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 qualifies for the 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.

**IMPORTANT:** You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal's Buyer Protection program does not entitle you to reimbursement for the return shipping costs that you may incur.

PayPal's Buyer Protection program may apply when you encounter these specific problems with a transaction:

- You didn't receive your item from a seller (referred to as an "Item Not Received" claim), or
- You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

If you believe that a transaction made through your PayPal account was not authorized by you, this type of claim is different from PayPal's Buyer Protection program and is described below under <u>Liability for Unauthorized Transactions</u> and Other Errors.

#### Item Not Received claims

Your claim *will not* qualify for a refund under PayPal's Buyer Protection program for an Item Not Received claim if:

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's store location, or
- The seller has provided <u>proof of shipment</u> or <u>proof of delivery</u>.

If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller for an Item Not Received claim even if you claim you did not receive the goods.

# Significantly Not As Described claims

An item may be considered Significantly Not as Described if:

- The item is materially different from the seller's description of it.
- You received a completely different item.
- The condition of the item was misrepresented. For example, the item was described as "new" but the item was used.
- The item was advertised as authentic but is not authentic (i.e. it is counterfeit).
- The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
- You purchased a certain number of items but didn't receive them all.
- The item was materially damaged during shipment.
- The item is unusable in its received state and was not disclosed as such.

An item may not be considered Significantly Not as Described if:

- The defect in the item was correctly described by the seller in its description of the item.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was described as "used."

# Ineligible items and transactions under PayPal's Buyer Protection program

Payments for the following are not eligible for reimbursement under PayPal's Buyer Protection program:

- Real estate, including residential property.
- Financial products or investments of any kind.
- Businesses (when you buy or invest in a business).
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats.
- Significantly Not as Described claims for wholly or partly custom made items or items picked up in person.
- Donations including payments on crowdfunding platforms.
- Items prohibited by the PayPal <u>Acceptable Use Policy</u>.
- For Item Not Received claims, items which you collect in person or arrange to be collected on your behalf, including items bought in a seller's store location.
- Industrial machinery used in manufacturing.
- Anything purchased from, or an amount paid to, a government agency.
- Stored value items such as gift cards and pre-paid cards.
- Gambling, gaming and/or any other activity with an entry fee and a prize.
- Personal payments.
- Payments sent using PayPal to any bill payment service.
- Payments made using PayPal Payouts and Mass Pay or guest checkout transactions (i.e. not sent using your PayPal account).
- Payments made in respect of gold (whether in physical form or in exchangetraded form).
- Items intended for resale, including single item transactions or transactions that include multiple items.

# Transaction eligibility for PayPal's Buyer Protection program

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

- Have a PayPal account in good standing.
- Pay for the eligible item from your PayPal account.
- Attempt to contact the seller to resolve your issue directly before filing a claim through the Resolution Center.
- Respond to PayPal's request for documentation and other information within the time requested.
- Open a dispute in the <u>Resolution Center</u> within 180 days of the date you sent the payment, then follow our online dispute resolution process.
- Not have received a recovery or agreed to an alternative resolution related to your purchase from another source.

# Our online dispute resolution process

If you're unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the **Resolution Center** to pursue a claim under PayPal's Buyer Protection program. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied: Step 1: **Open a dispute** within 180 days of the date you made the payment. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a **hold** on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

Step 2: **Escalate the dispute to a claim** for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the **Resolution Center**. The seller or PayPal may also escalate the dispute to a claim at this point. If you are making an Item Not Received claim, PayPal may ask you to wait at least 7 days from the transaction date to escalate the dispute.

Step 3: Respond to PayPal's requests for documentation or other information, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

Step 4: Comply with PayPal's shipping requests in a timely manner, if you're filing a Significantly Not as Described claim. PayPal may require you, at your

expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of delivery. Proof of delivery means:

- For transactions that total less than \$750 USD (or the currency threshold in the table below), confirmation that can be viewed online and includes the delivery address showing at least city or postal code, delivery date, and the identity of the shipping company you used.
- For transactions that total \$750 USD (or the currency threshold in the table below) or more, you must provide signature confirmation of delivery. If the transaction is in a currency not listed in the table, then signature confirmation is required when the payment exceeds the equivalent of \$750 USD at the PayPal exchange rate that applies at the time the transaction is processed.

Signature confirmation thresholds			
Currency	Transaction value	Curre	
Australian Dollar:	850 AUD	New Z Dollar:	
Brazilian Real:	1,750 BRL	Norwe	
Canadian Dollar:	850 CAD	Philipp	
Czech Koruna:	15,000 CZK	Polish	
Danish Krone:	4,100 DKK	Russia	
Euro:	550 EUR	Singap	
Hong Kong Dollar:	6,000 HKD	Swedis	
Hungarian Forint:	170,000 HUF	Swiss l	
Israeli Shekel:	2,700 ILS	Taiwar Dollar:	
Japanese Yen:	77,000 JPY	Thai B	
Malaysian Ringgit:	3,100 MYR	U.K. P Sterling	
Mexican Peso:<="" strong="" style="box-sizing: border-box;"> (including automatically closing any /p>	10,000 MXN	U.S. D	

Step 5: **PayPal will make a final decision** (including automatically closing any dispute or claim), in its sole discretion, based on the coverage and eligibility

requirements set forth above, any additional information provided during the online dispute resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

Note that when you are making **Digital Goods Micropayments Purchases**, there are special rules that apply and that include pre-determined thresholds where we may, at our discretion, reverse the transaction without requiring you to take further action. We may limit the number of automatic reversals that you benefit from, but, even if that is the case, you will still be able to follow PayPal's standard dispute resolution processes described above.

In the event that PayPal makes a final decision in favor of the buyer or seller, each party must comply with PayPal's decision.

If PayPal finds in favor of a buyer, PayPal will reimburse the buyer for the full purchase price of the item and original shipping costs.

If a seller loses a claim, the seller will not receive a refund on the PayPal fees associated with the transaction.

If a seller loses a Significantly Not as Described claim due to the item sold being counterfeit, the seller will be required to provide a full refund to the buyer and will not receive the item back.

# Dispute with us or your card issuer

If you used a credit or debit card as the payment method for a transaction through your PayPal account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer. Applicable card chargeback rights may be broader than those available to you under PayPal's Buyer Protection program. For example, if you dispute a transaction with your card issuer, you may be able to recover amounts you paid for unsatisfactory items even if they don't qualify for protection under a Significantly Not as Described claim with us.

You must choose whether to pursue a dispute with PayPal under PayPal's Buyer Protection program, or to pursue the dispute with your card issuer. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we'll close your dispute/claim with us. This won't affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer). Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller's return policy.

# Accepting Payments From Buyers for Goods and Services Receiving personal payments

If you use a premier or business account to receive payments for the sale of goods or services, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you money using the "send money to a friend or family member." If you do so, PayPal may remove your PayPal account's ability to accept payments from friends or family members.

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

# No surcharges

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

## **Presentation of PayPal**

You must treat PayPal payment methods or marks at least on par with any other payment methods offered at your points of sale, wherever PayPal's branded services are integrated, including your websites or mobile applications. This includes at least equal or better: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, and fees, in each case as compared to other marks and payment methods at your points of sale. In representations to your customers or in public communications, you must not mischaracterize any PayPal service as a payment method or exhibit a preference for other payment methods over any PayPal service. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the PayPal services payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

# Taxes, information reporting

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

# Your refund policy and privacy policy

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

### Payment review

PayPal reviews certain potentially high-risk transactions. If PayPal determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. PayPal will conduct a review and either complete or cancel the payment. If the payment is completed, PayPal will provide notice to you to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be eligible for <a href="PayPal Seller Protection">PayPal Seller Protection</a> coverage if they meet the <a href="PayPal Seller Protection">PayPal Seller Protection</a> requirements. We will notify you by email and/or through your PayPal account.

## **In-store payments**

If you accept PayPal payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer's account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

#### Marketplace sellers

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

# **Card not present transactions**

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

# **Accepting preauthorized payments**

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

If you receive preauthorized payments from buyers:			
You must:	You must not:		
Get each buyer's prior authorization for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorization, if a buyer has stopped or canceled a preauthorized payment.		
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.			
Provide buyers the ability to stop any such payment up to 3 <b>Business Days</b> before the date scheduled for payment.			

# Transaction Fees for Online and In-Store Payments Standard transactions fees

Your PayPal transaction fees depend on the country of the buyer's account or the currency used.

The fees you pay when selling goods or services and the buyer pays using their PayPal account (or using another authorized wallet) can be found on the **Merchant Services Fees table**. Please note that:

• If you accept payments using a PayPal product (like PayPal Payments Pro), the fees applicable to those products will apply to your transactions.

#### Merchant rate

To qualify for our merchant rates you must submit a one-time application, have a qualifying monthly sales volume, and have an account in good standing. You can learn more about our **Merchant Rate criteria**.

## **Micropayments Fees**

You may qualify to receive micropayments pricing for the sale of goods and services through your PayPal account, if your transactions typically average less than ¥999 JPY. In order to qualify, you must have a PayPal account that is in good standing (for example, no limitations or negative PayPal balance), you may not be processing payments using PayPal Payments Pro and you must submit an application and have it approved by us.

If your PayPal account is approved to accept micropayments, then the fees found on the <u>Micropayment Fees table</u> will apply to all transactions for the sale of goods or services processed through your PayPal account, instead of <u>Merchant Services</u> <u>Fees</u>. If you have multiple PayPal accounts, you must route your micropayments transactions through the appropriate account. Once a transaction is processed, PayPal will not re-route the transaction through a different account. By applying for Micropayments for digital goods, you agree that for digital goods transactions you receive up to the amounts in the <u>Micropayment Fee table</u>, then if a buyer opens a dispute, PayPal may reverse the transaction, and remove the funds from your account without requiring the buyer to escalate the dispute to a claim.

## PayPal Payouts and Mass Pay fees

PayPal's Payouts and Mass Pay services let you send multiple payments in one batch to send commissions, rebates, rewards, and general payments. In order to use these services, you must have:

- a premier or business account in good standing and with no withdrawal limits;
   and
- applied for and received our permission to use these services.

We may remove your ability to use Payouts or Mass Pay at any time if there is a higher than acceptable level of risk associated with your use of those services.

The amount you will pay us for these services differs according to whether you use the Payouts service or Mass Pay services, how you send the payments, and the currency of the payment. These fees can be found in the <a href="PayPal Payouts and">PayPal Payouts and</a> Mass Pay Fees table.

You can send money through Payouts or Mass Pay even if your receiver does not have a PayPal account using their email address or mobile number. If the person to whom you are sending money does not have a PayPal account, they can claim it by opening one. If they don't claim it, it will be refunded to you in thirty (30) days. PayPal is not liable for amounts sent by you in error. PayPal shall have no responsibility to reverse any payout payment.

# Refunds, Reversals and Chargebacks **General information**

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

If you refund (partially or fully) a payment to a buyer, there are no fees to make the refund, but the fees you originally paid as the seller will not be returned to you The amount of the refunded payment will be deducted from your PayPal account.

## Payments that are invalidated and reversed

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

- You lose a PayPal Buyer Protection claim submitted to us by a buyer, including as a result of your failure to respond in a timely manner.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for <u>PayPal Seller Protection</u>. The card issuer, not PayPal, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.
- You do not fulfill the transaction as promised or you cannot provide <u>proof of shipment</u> or <u>proof of delivery</u> when required.
- eBay decides against you under its money back guarantee program (and you haven't opted out).
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.

- PayPal sent the payment to you in error.
- The payment was unauthorized.
- You received the payment for activities that violated this user agreement or any other agreement between you and PayPal.

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 or reversed for any reason. If the buyer paid in another currency, the full amount of that payment may be calculated in that currency, using the transaction exchange rate (including our currency conversion fee) that applies at the time the refund or reversal is processed. If your PayPal balance doesn't cover the payment amount due plus the fees, we may use any of the payment methods linked to your PayPal account to cover the amount due. If the payment methods linked to your PayPal account don't cover the amount due, this will result in a negative PayPal balance. A negative PayPal balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your PayPal balance to resolve it. If you don't, PayPal may:

- engage in collection efforts to recover the amount due from you;
- take any and all action as outlined under Amounts owed to PayPal; or
- place a limitation or take other action on your PayPal account as outlined under Restricted Activities and Holds.

# Chargeback fees

If you receive a credit or debit card-funded payment through your PayPal account and the buyer pursues a chargeback for the transaction with their card issuer, then PayPal will not assess you with a chargeback fee if the transaction is eligible for <a href="PayPal Seller Protection">PayPal Seller Protection</a>. However, if the transaction is ineligible for PayPal Seller Protection, PayPal will assess you with a chargeback fee (for facilitating the chargeback process) regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee specified on the **Chargeback Fees table** in the currency of the original transaction.

If you do not have the correct currency available in your PayPal balance at the time of the refund or reversal, a currency conversion will be required and a currency conversion fee will apply.

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

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

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

- You may be required to reimburse PayPal for your liability.
- You must forfeit the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back).
- You will not receive a refund of the PayPal fees that you paid in connection with the sale.
- If the claim was that the item received was Significantly Not as Described, you
  may not receive the item back, or you may be required to accept the item back
  and pay for the return shipping costs.
- If the claim was that the item received was "Significantly Not as Described" and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.

If you accept PayPal payments from buyers for goods or services you sell through eBay, then you need to read and understand the eBay Money Back Guarantee program. Unless you opt out by calling eBay, PayPal will treat eBay's decisions in favor of your buyers under that program as a basis for reversing a PayPal payment made to you. If your PayPal balance is insufficient to cover the amount, we may:

- Place a <u>hold</u> on your PayPal account until sufficient funds become available in your PayPal account to cover such claim; or
- Create a negative balance in your PayPal account.

# PayPal's Seller Protection Program What's eligible

If you sell something to a buyer and the transaction is later disputed or reversed under Reversals, Claims or Chargebacks, you may be eligible for reimbursement under PayPal's Seller Protection program. When it applies, PayPal's Seller Protection program entitles you to retain the full purchase amount and we will waive any related chargeback fees paid (for credit and debit card-funded transactions). There is no limit on the number of payments for which you can receive coverage. By accessing the transaction details page in your PayPal account you can determine whether or not your transaction is eligible for protection under this program. PayPal's Seller Protection program may apply when a buyer claims that:

- They did not authorize or benefit from funds sent from their PayPal account (referred to as an "Unauthorized Transaction" claim) and the Unauthorized Transaction occurred in an environment hosted by Paypal; or
- The buyer didn't receive the item from you (referred to as an "Item Not Received" claim).

PayPal's Seller Protection program may also apply when a transaction is reversed because of a successful chargeback by a buyer or when a bank funded payment is reversed by the buyer's bank.

This section describes PayPal's Seller Protection program as it applies to you, but you should also be familiar with the <u>Impact of various Buyer Protection</u> processes on sellers.

# **Basic requirements**

To be eligible for PayPal's Seller Protection, all of the following basic requirements must be met, as well as any applicable additional requirements:

- The primary address for your PayPal account must be in Japan.
- The item must be a physical, tangible good that can be shipped, except for <u>Intangible Goods Additional Requirements</u>.
- For eligible tangible items, you must ship the item to the shipping address on the transaction details page in your PayPal account for the transaction or list the item for sale in a classified advertisement and complete the transaction in person. If you originally ship the item to the recipient's shipping address on the transaction details page but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
- You must respond to PayPal's requests for documentation and other
  information in a timely manner as requested in our email correspondence with
  you or in our correspondence with you through the <u>Resolution Center</u>. If you
  do not respond to PayPal's request for documentation and other information in
  the time requested, you may not be eligible for Seller Protection.
- If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.
- Provide us with valid proof of shipment or proof of delivery.
- The payment must be marked "eligible" or "partially eligible" in the case of Unauthorized Transaction claims, or "eligible" in the case of Item Not Received claims, for PayPal's Seller Protection on the transaction details page.

# Item Not Received additional requirements

To be eligible for PayPal's Seller Protection program for a buyer's Item Not Received claim, you must meet both the <u>basic requirements</u> and the additional requirements listed below:

 Where a buyer files a chargeback with the issuer for a card-funded transaction, the payment must be marked "eligible" for PayPal's Seller Protection on the transaction details page.

# Intangible goods additional requirements

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

- Integration requirements
  - Where you have integrated a PayPal checkout product, you must be using the current version of that product if you are accepting payments directly via a website or mobile optimized website; or
  - Ensure you are passing session information to PayPal at checkout if you are integrated with PayPal via a third-party or if you have a native app integration.
  - Other integration requirements may apply depending on your business model. We will let you know those requirements ahead of time, if needed.
- Paid Standard Transaction Fees on the sale.
- Delivered the item and provided Proof of shipment or delivery for Intangible Goods.
- Provide signature confirmation when the full amount of the payment (including shipping and taxes) exceeds the amount listed in the signature confirmation threshold table (based on the currency of the payment). If the full amount of the payment (including shipping and taxes) is in a currency not listed in the table, then signature confirmation is required when the payment exceeds the equivalent of \$750 USD at the PayPal exchange rate that applies at the time the transaction is processed.

# **Establishing proof of delivery or proof of shipment**

Physical Goods

The following is required as proof of shipment or delivery for physical goods:

Proof of shipment	Proof of delivery	
Online or physical documentation from a shipping company that includes:  • Date of shipment  • An address for the recipient that matches the shipping address on the transaction details page	<ul> <li>Online or physical documentation from a shipping company that includes:</li> <li>Date of delivery and 'delivered' status</li> <li>An address for the recipient that matches the shipping address on the transaction details page</li> <li>Signature confirmation when the full amount of the payment (including shipping and taxes) exceeds the fixed amount (based on the currency of the payment) listed in the signature confirmation threshold table. Signature confirmation is online documentation, viewable at the shipping company's website, indicating that the item was signed for.</li> </ul>	
	<b>IMPORTANT:</b> Your choice of carrier and shipment options with that carrier can have a big impact on your ability to meet the proof of delivery requirements. Please ensure, especially when shipping goods internationally, that your carrier can provide 'delivered' status at the correct address, or your Seller Protection claim may be denied.	

# Intangible Goods

The following is required as proof of shipment or delivery for intangible goods:

For intangible or digital goods, proof of shipment or delivery means compelling evidence to show the item was delivered or the purchase order was fulfilled. Compelling evidence could include a system of record showing the date the item was sent and that it was either:

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

# Signature confirmation thresholds

Currency	Transaction value	Currency	Transaction value

Australian Dollar:	850 AUD	New Zealand Dollar:	950 NZD
Brazilian Real:	1,750 BRL	Norwegian Krone:	4,600 NOK
Canadian Dollar:	850 CAD	Philippine Peso:	34,000 PHP
Czech Koruna:	15,000 CZK	Polish Zlotych:	2,300 PLN
Danish Krone:	4,100 DKK	Russian Ruble:	48,000 RUB
Euro:	550 EUR	Singapore Dollar:	950 SGD
Hong Kong Dollar:	6,000 HKD	Swedish Krona:	4,950 SEK
Hungarian Forint:	170,000 HUF	Swiss Franc:	700 CHF
Israeli Shekel:	2,700 ILS	Taiwan New Dollar:	23,000 TWD
Japanese Yen:	77,000 JPY	Thai Baht:	24,500 THB
Malaysian Ringgit:	3,100 MYR	U.K. Pounds Sterling:	450 GBP
Mexican Peso:	10,000 MXN	U.S. Dollar:	750 USD

# Ineligible items and transactions

Your sale *is not* eligible for coverage under PayPal's Seller Protection program if:

- The buyer claims (either with us or their card issuer) that the item you sent isn't what was ordered (referred to as a "Significantly Not as Described" claim).
- It involves an item that PayPal determines, in its sole discretion, is a counterfeit item.

- It involves an item that you deliver in person, including in connection with a payment made in your store location.
- It involves sales that are not processed either through a buyer's PayPal
  account or a PayPal guest checkout transaction. For example, if the sale was
  made using Virtual Terminal or Website Payments Pro, then it is not eligible for
  coverage.
- It involves items equivalent to cash including gift cards.
- It involves a donation.
- It relates to the purchase of a financial product or investment of any kind.
- It involves a payment sent using PayPal's friends and family functionality.
- It involves a payment made using PayPal Payouts and Mass Pay.
- The item is a vehicle, including, but not limited to a motor vehicle, motorcycle, recreational vehicle, aircraft or boat.
- Payments made in respect of gold (whether in physical form or in exchangetraded form).

### Restricted Activities

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

- Breach this user agreement, the PayPal <u>Acceptable Use Policy</u> or any other policies and agreements on the <u>Legal Agreements</u> page that apply to you.
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising), and as a PayPal account user in Japan, will not make payment to sanctioned countries, in particular <u>North Korea and Iran</u>, or in exchange for embargoed goods such as weapons and nuclear related development.
- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit goods.
- Act in a manner that is defamatory, trade libelous, threatening or harassing.
- Provide false, inaccurate or misleading information.
- Send or receive what we reasonably believe to be potentially fraudulent or suspicious activity and/or transactions.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

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

or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal account(s) when an account has a negative PayPal balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayPal account.

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

Actions We May Take if You Engage in Any Restricted Activities If we believe that you've engaged in any of these activities, we may take a number of actions to protect PayPal, its customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- Terminate this user agreement, limit your PayPal account, and/or close or suspend your PayPal account, immediately and without penalty to us;
- Refuse to provide the PayPal services to you now and in the future:
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals:

- Hold your PayPal balance if reasonably needed to protect against the risk of liability or if you have violated our <u>Acceptable Use Policy</u> or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions;
- Suspend your eligibility for PayPal's Buyer Protection program and/or PayPal's Seller Protection program;
- Contact buyers who have purchased goods or services from you using PayPal, your bank or credit card issuer, other impacted third parties or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you;
- If you've violated our <u>Acceptable Use Policy</u>, then you're also responsible for damages to PayPal caused by your violation of this policy; or
- If you are a seller and you violate the <u>Acceptable Use Policy</u>, then in addition to being subject to the above actions you will be liable to PayPal for the amount of PayPal's damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500 USD (or foreign currency equivalent) per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing PayPal balance in any PayPal account you control.

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

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

# Holds, Limitations and Reserves What are holds, limitations and reserves

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

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you. In order to facilitate PayPal's actions described above and allow us to assess the level of risk associated with your PayPal account, you agree to cooperate with PayPal's reasonable requests for financial statements and other documentation or information in a timely fashion.

#### Holds

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

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

## Holds based on PayPal's risk decisions

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

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

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

### Holds related to marketplace transactions

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

# Holds based on disputed transactions

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

#### **Account Limitations**

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

There are several reasons why your PayPal account could be limited, including:

- If we suspect someone could be using your PayPal account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your credit or debit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your PayPal account and your bank
- In order to comply with applicable law.

- If we reasonably believe you have breached this agreement or violated the <u>Acceptable Use Policy</u>.
- Seller performance indicating your PayPal account is high risk. Examples
  include: indications of poor selling performance because you've received an
  unusually high number of claims and chargebacks selling an entirely new or
  high cost product, or if your typical sales volume increases rapidly.

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

#### Reserves

We may place a reserve on your PayPal account if we believe there may be a high level of risk associated with you, your PayPal account, your business model, or your transactions. When we place a reserve on your PayPal account, it means that all or some portion of the money in your PayPal account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your PayPal account or use of the PayPal services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

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

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

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

A Rolling reserve is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released

on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.

A Minimum reserve is a specific minimum amount of money that you're
required to keep available in your PayPal balance at all times. The minimum
reserve is either taken as an upfront amount deposited all at once or is
established on a rolling basis from percentages of sales until the minimum
reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as "pending and we'll notify you of the terms of the reserve.

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

Court Orders, Regulatory Requirements or Other Legal Process If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayPal account, placing a reserve or limitation on your PayPal account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayPal account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

#### Protection from Unauthorized Transactions

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

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

#### What is an Unauthorized Transaction

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

## What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

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

# Reporting an Unauthorized Transaction

You should contact **PayPal customer service** immediately if you believe:

- There has been an Unauthorized Transaction sent from your account.
- There has been unauthorized access to your account.
- Your PayPal login information has been lost or stolen.
- Any device you have used to access your PayPal account has been lost, stolen or deactivated.
- You must give us all the available information relating to circumstances of any Unauthorized Transactions, and/or misappropriated or unauthorized use of your account, and take all reasonable steps requested to assist PayPal in its investigation.
- If you notify us of an Unauthorized Transaction within 60 days of the transaction and we are satisfied that it was an Unauthorized Transaction, you will be eligible for 100% protection for the Unauthorized Transaction.

# Error Resolution What is an Error

An "Error" means the following:

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

 We make a computational or mathematical error related to your PayPal account.

#### What is not considered an Error

The following are NOT considered Errors:

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

# In case of Errors or questions

Contact us at our **Resolution Center** or **Customer Service Center**.

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 <a href="Business Days">Business Days</a>. We will determine whether an error occurred within 10 <a href="Business Days">Business Days</a> after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your PayPal account within 10 <a href="Business Days">Business Days</a> for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 <a href="Business Days">Business Days</a>, we may not credit your PayPal account.

For errors involving new PayPal accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new PayPal accounts (the first transaction from your account was less

than 30 **Business Days** from the date you notify us), we may take up to 20 **Business Days** to complete the investigation.

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

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

#### **Processing Errors**

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

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

#### Processing errors are not:

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

You agree that PayPal and its affiliates may contact you by email for marketing purposes. You may opt-out of receiving marketing communications when you open a PayPal account, by changing your account preferences on <a href="maypal.ip">paypal.ip</a> or by clicking on the unsubscribe link in any PayPal email or receipt you receive from us. Please allow up to 10 <a href="maypal.goognation-business-bays">Business Days</a> for the opt-out to take effect. We will provide factual information about your account or the PayPal services, even if you have opted-out of receiving marketing communications.

If you provide us your mobile phone number, you agree that PayPal and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) inform you about your use of PayPal services and/or service your PayPal accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but 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 in several ways, including, via an email transaction receipt, in your account settings at paypal.jp or by contacting PayPal customer **service**. However, we may still call you directly using other means if we need to speak with you. Standard telephone minute and text charges may apply. PayPal may communicate with you about your PayPal account and the PayPal services electronically. 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. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 Business Days after we send it.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our <u>Liability for Unauthorized Transactions and Other Errors</u> process), written notices to PayPal must be sent by postal mail to: PayPal Pte. Ltd., Attention: Japan Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985.

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

PayPal's Rights

PayPal suspension and termination rights

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

#### **Security interest**

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

#### Amounts owed to PayPal

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

If you hold funds in a PayPal account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, PayPal may set off the negative PayPal balance by using funds you maintain in a different currency. If you have a negative balance in a non-relevant currency, PayPal will convert this negative balance. In either case, a <u>currency conversion</u> will be necessary, and PayPal's transaction exchange rate (including our <u>currency conversion fee</u>) will be used. In addition to the above, if you have a past due amount owed to us, our affiliates, or eBay, PayPal may debit your PayPal account to pay any amounts that are past due.

#### **Insolvency proceedings**

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

#### **Assumption of rights**

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

#### No waiver

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

Indemnification and Limitation of Liability

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

#### Indemnification

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

#### **Limitation of liability**

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

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayPal is not liable, and you agree not to hold PayPal responsible, for any damages

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

## Disclaimer of Warranty and Release No warranty

The PayPal services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. PayPal specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

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

#### Release of PayPal

If you have a dispute with any other PayPal account holder, you release PayPal from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections that would

otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## Disputes with PayPal Contact PayPal First

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

#### Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000 USD (or other currency equivalents), you may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If you elect arbitration, you will initiate such arbitration through the Singapore International Arbitration Center or an established alternative dispute resolution ("ADR") provider mutually agreed upon by you and us. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by you; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In addition to the above, PayPal provides measures for "financial ADR" in accordance with the Fund Settlement Act (Act No. 9 of June 24, 2009). Complaints and disputes concerning PayPal services may be brought to the following institutions:

#### **Complaints:**

Japan Payment Service Association (03-3556-6261)

#### **Dispute Resolutions:**

Tokyo Bar Association Dispute Resolution Center (Telephone: 03-3581-0031) Daiichi Tokyo Bar Association Arbitration Center (Telephone: 03-3595-8588) Daini Tokyo Bar Association Arbitration Center (Telephone: 03-3581-2249)

#### Governing law and jurisdiction

This Agreement will be governed by and interpreted in accordance with 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. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against PayPal arising out of or in connection with any terms of the user agreement must be resolved by a court located in Singapore, where the defendant is located or the Tokyo District Court, in the first instance. You agree to submit to the personal jurisdiction of the courts located within Singapore for the purpose of any suit, action or other proceeding arising out of this user agreement or your use of our websites or the services.

## Intellectual Property PayPal's trademarks

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

#### License grants, generally

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

damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application. including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any other third party software application you use on the PayPal websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the PayPal services.

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

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal. Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content. Subject to the next paragraph, when you provide content to PayPal or post content using PayPal services, you grant PayPal (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. PayPal will not compensate you for any of your content. You acknowledge that PayPal's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal.

#### License grant from sellers to PayPal

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

the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment method, and (2) any other use to which you specifically consent.

#### Miscellaneous

#### **Assignment**

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

#### **Business Days**

"Business Day(s)" means Monday through Friday, excluding holidays when PayPal's offices are not considered open for business in Japan.

#### **Dormant accounts**

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

#### **Know your customer**

In order to verify your identity, PayPal implements Know Your Customer procedures in accordance with the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of March 31, 2007) and the Foreign Exchange and Foreign Trade Act (Act No. 228 of December 1, 1949). You should keep your information updated and we may ask you to confirm whether there are changes to your information.

#### **Identity authentication**

You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, your taxpayer or
  national identification number, your physical address and other information that
  will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources.

 requiring you to provide your driver's license or other identifying documents at any time.

Anti-money laundering and counter-terrorism financing laws may require that PayPal verify certain identifying information if you use certain PayPal services. PayPal reserves the right to close, suspend, or limit access to your PayPal account and/or the PayPal services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

#### **Privacy**

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

#### Your use of information; Data protection laws

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

To the extent that you (as a seller) process any personal data about a PayPal customer pursuant to this agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement. For example, if you or your business is subject to the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR), you will comply with such regulation with respect to the processing of personal data. In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy and data protection laws by PayPal.

For further information on collection, retention and use of data for sellers, refer to Collection, Retention and Use of Data by Sellers.

#### **Translated Agreement**

The Japanese translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of the user agreement. In the event of a conflict between the English and Japanese versions of this user agreement, the English version shall apply.

## PayPal's Business in Japan Registrations

PayPal Pte. Ltd. operates its business in Japan under two different registrations and such registrations are governed under the Funds Settlement Act (Act No. 59 of June 24, 2009).

- Personal accounts: Third Party-type Issuer of Prepaid Payment Instruments
- Premier and business accounts: Funds Transfer business accounts: Funds Transfer Business Operator

#### Personal accounts as prepaid payment accounts

- Personal accounts are offered in Japan as a prepaid payment service. PayPal
  value can be purchased using a credit or debit card to charge personal
  accounts. When a user pays for goods or services, payments in connection
  with such goods or services are made from the use of balance that has been
  charged.
- When payment amount is deducted from the balance, PayPal will be deemed
  to have collected the relevant amount from the personal account to make a
  payment in connection with the relevant goods or services to the seller.
- Sellers having the right to receive payments from PayPal makes a separate request to PayPal to make payment into the seller's premier or business account, and PayPal, in accordance with such request, will send the relevant amount into the premier or business account of the seller in accordance with the terms of the user agreement.
- Balance in personal accounts can be used to make payments for goods and services at websites and shops operated by sellers that display the PayPal logo and use PayPal services.
- You can check the balance in your personal account by logging in.
- Repayment or refund of amounts in the balance in personal accounts will not be made unless PayPal determines that there is an exception stipulated by the Funds Settlement Act.

 Please log into PayPal's website at https://www.paypal.com/jp/to use your PayPal account.

#### PayPal's obligation to manage personal accounts

Under the Funds Settlement Act, PayPal is required to manage the sellers as merchants of PayPal's prepaid payment service to fulfill its obligation as a facilitator of payments from the buyer to the seller, and as a counterparty to a merchant agreement entered into between PayPal and each of the sellers.

#### **Premier and business accounts**

- Premier and business accounts are offered in Japan as Funds Transfer
  Business Operator accounts. That means that PayPal accepts payments from
  buyers on behalf of sellers. As a seller, you agree that once PayPal accepts
  payments from the buyer, you release and discharge the buyer of any further
  liability for the amount of the payment.
- When you click PayPal payment button, PayPal will complete remittance immediately upon confirming the availability of your funding source sufficient to cover the amount of the payment, subject to system maintenance and availability.
- The PayPal services provided under the Funds Transfer Business Operator registration differ from an exchange transaction provided by banks. These services do not include accepting deposits, savings, periodical deposits, etc. These services do not constitute payment of insurance money as set out in Article 53 of the Deposit Insurance Act or Article 55 of the Agricultural and Fishery Cooperation Savings Insurance Act.
- PayPal takes security measures by depositing a performance guarantee with the Tokyo Legal Affairs Bureau in a manner stipulated by the Funds Settlement Act. PayPal's customers are protected by this performance deposit system under the law concerning fund settlement, and in the unlikely event that refunds to customers are required, the system will make such refunds using the performance guarantee.
- When sending money to a friend or family member (P2P payments), the
  customer will have the right to receive a refund from the performance
  guarantee until the transfer of payment is made from the sender to the
  recipient in accordance with procedures prescribed by PayPal. In addition, if
  you use your PayPal balance to purchase goods or services, you also have
  the right to receive such a refund until PayPal deducts the equivalent PayPal
  balance from your account.
- You shall not use the PayPal services for payments that need to be approved by the Ministry of Finance or the Ministry of Economy, Trade and Industry

under the Foreign Exchange and Foreign Trade Act (Act No. 228 of December 1, 1949).

- PayPal acts as a payment service provider only. We do not:
  - Act as an escrow agent with respect to any funds kept in your account;
  - Act as your agent or trustee;
  - Enter into a partnership, joint venture, agency or employment relationship with you;
  - Guarantee the identity of any buyer or seller;
  - Determine if you are liable for any taxes; or
  - Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.
- The maximum amount per transaction that can be allowed using a premier or business account is one million Japanese Yen (¥1,000,000 JPY) or an equivalent amount in other currencies.
- To use the PayPal service, you will be charged fees as set out in the <u>Fees</u> page.
- Please log into PayPal's website at https://www.paypal.com/jp/to use your PayPal account.

#### **Exclusion of Antisocial Forces**

- All users of the PayPal services each represents and warrants that the user is not currently an organized crime group, a member of an organized crime group, a person who stopped being a member of an organized crime group less than five (5) years ago, a quasi-member of an organized crime group, a person having a close relationship with an organized crime group or a member of an organized crime group, an organized crime affiliated enterprise, a 'Sokaiya' corporate extortionist or the like, an organized crime group feigning advocacy of a social movement etc., 'specialized knowledge' organized crime group (tokushu-chino-boryoku-shudan) or the like, or other party commensurate thereto (hereinafter referred to as a "Member of an Organized Crime Group, Etc."), and that the user does not fall under any one of the following, and firmly promises that the user will not fall thereunder in the future:
  - 1. The user has a relationship where it can be found that a Member of an Organized Crime Group, Etc. has control over its management;
  - 2. The user has a relationship where it can be found that a Member of an Organized Crime Group, Etc. has substantial control over its management;

- 3. The user has a relationship where it can be found that the user unjustly utilizes a Member of an Organized Crime Group, Etc., for example, for the purpose of gaining unjust profits for himself/herself, his/her company or a third party, or for the purpose of inflicting damages on a third party;
- 4. The user has a relationship where it can be found that there is an involvement with a Member of an Organized Crime Group, Etc., for example, providing funding or other conveniences; or
- 5. The user's officer or a person substantially involved in its management has a socially unacceptable relationship with a Member of an Organized Crime Group, Etc.
- The user promises that it will not engage or cause a third party to engage in acts that fall under any one of the following:
  - 1. Make violent demands:
  - 2. Make unjust demands beyond the scope of legal liability of PayPal;
  - 3. Use threatening language or actions, or violence in connection with transactions;
  - 4. Disseminate rumors, or use fraud or force to damage the credit of PayPal, or interfere with the business of PayPal; or
  - 5. Engage in acts otherwise commensurate to any of the foregoing.
- In the event the user is the equivalent of a Member of an Organized Crime Group, Etc. or any of the respective types set out in the first paragraph or engages in any of the acts of the respective types set out in the preceding paragraph, or it is discovered that false statements were made with regard to the representations, warranties and promises under the provisions of the first paragraph and the commencement of continuation of transactions with the user is inappropriate, PayPal, if prior to the execution of this user agreement, shall be entitled to refuse to enter into this user agreement with the user, or if after the execution of this user agreement, shall be entitled to immediately suspend transactions with the user, and without requiring any peremptory notice shall be entitled to cancel this user agreement by providing the user with notice thereof.
- In the case prescribed in the preceding paragraph, the user, when demanded by PayPal, shall have all the obligations it owes PayPal accelerated, and shall immediately repay these obligations. This user agreement shall expire when the obligations are repaid to PayPal.
- The user shall make no claims against PayPal even when the user has suffered damages through the application of the provisions of the preceding paragraph. In addition, the user shall be liable for the damages suffered by PayPal.

#### **Important Contact Information**

 PayPal receives complaints and inquiries in regards to the PayPal services at the following:

PayPal Network Information Services (Shanghai) Co., Ltd. 19F, Lujiazui Financial Plaza, No. 1217, DongFang Rd., Pudong, Shanghai, 200127, China

ePerformax Centers, Inc.

7th Floor ePerformax/SCAPE Building, Macapagal Ave. cor. Pearl Drive, Central Business Park 1, Brgy. 76, San Rafael, Pasay City 1302, Philippines Teleperformance Malaysia Sdn. Bhd.

170-11-01, Livingston Tower, Jalan Argyll, Georgetown, 10050 Penang, Malaysia

- PayPal is a member of the Japan Payment Service Association. The Association may be reached by calling 03-3556-6261.
- Alternate dispute resolutions can be initiated by calling one of the following numbers:

Tokyo Bar Association Dispute Resolution Center (Telephone: 03-3581-0031) Daiichi Tokyo Bar Association Arbitration Center (Telephone: 03-3595-8588) Daini Tokyo Bar Association Arbitration Center (Telephone: 03-3581-2249)

#### Fees

- 1. Overview. PayPal charges the following Fees:
  - 1. Commercial Payments Fee.
  - 2. Additional Fees:
    - 1. Currency Conversion Fee;
    - 2. Withdrawing your Balance Fee;
    - 3. eCheck Fee:
    - 4. Chargeback Fee;
    - 5. Credit Card and Debit Card Confirmation Fee: and
    - 6. Records Request Fee.
  - 3. Fees for other pricing categories:
    - 0. Micropayments Fee;
    - 1. Micropayment for Digital Goods Fee;
    - 2. Mass Payments/Payouts Fee; and

3. Personal Payments Fee.

#### 2. Commercial Payments Fee.

A Commercial Payment includes the following:

\*To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria, click **here**. To apply for Merchant Rate, click **here**.

#Excludes transactions on Website Payment Pro-Hosted Solution, Virtual Terminal and carrier billing products.

- 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	Commercial Payments Fee				
Receiving Commercial Payments	Japan	Domestic payments:	Standard 3.6% + Fixed F			
			Merc Rate		From 2 to 3.6% Fixed I	ý +
		International payments:	Stand		4.1% + Fixed I	
			Merc Rate		From 3 to 4.1% Fixed I	ý +
Fixed Fee	All countries	Currency: Fee:				
		Australian Dolla	an Dollar: \$0.30 AUD			
		Brazilian Real:	nl: R\$0.60 BRL			
		Canadian Dollar	llar: \$0.30 CAD			
		Czech Koruna:	ch Koruna: 10.00 CZK			
		Danish Kroner:	oner: 2.60 DKK			

ı			
	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	
	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	

#### 3. Additional Fees.

Activity	Additional Fees	
Currency Conversion	Country:	Fee:

Bhutan, Cambodia, China, Federated States of Micronesia, Hong Kong SAR China, India, Indonesia, Japan, Korea, Laos, Maldives, Mongolia, Nepal, New Zealand, Philippines, Samoa, Singapore, Sri Lanka, Taiwan, Thailand, Tonga, Vietnam.

# Currency Conversion that occurs when sending a Commercial Payment:

The Fee depends on the currency into which the amount is converted, as listed in the table below and is added to the exchange rate.

Currency	Fee
Australian Dollar:	4.0%
Brazilian Real:	4.0%
Canadian Dollar:	4.0%
Czech Koruna:	4.0%
Danish Kroner:	4.0%
Euro:	4.0%
Hong Kong Dollar:	4.0%
Hungarian Forint:	4.0%
Israeli New Shekel:	4.0%
Japanese Yen:	4.0%
Malaysian Ringgit:	4.0%
Mexican Peso:	4.0%
New Zealand Dollar:	4.0%
Norwegian Krone:	4.0%
Philippine Peso:	4.0%
Polish Zloty:	4.0%
Russian Ruble:	4.0%

Singapore Dollar:	4.0%
Swedish Krona:	4.0%
Swiss Franc:	4.0%
New Taiwan Dollar:	4.0%
Thai Baht:	4.0%
U.K. Pounds Sterling:	4.0%
U.S. Dollar:	4.0%

Currency conversion that occurs when receiving other payments (including Mass Payments and Payouts), withdrawing funds to your local bank account (if your PayPal balance is held in a currency other than your local currency), adding funds from a bank account to your PayPal Account or when transferring funds between your PayPal balances held in different currencies (as applicable);

3.0% added to the exchange rate

Where a currency conversion is required, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a Currency Conversion Fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s). The transaction exchange rate applicable to your conversion may be applied immediately and without notice to you. You may have the option (depending on the country you are residing in and the type of funding source) to Opt Out of currency conversion before you complete the transaction by selecting Other Conversion options on the Review Your Information page during checkout.

Where a currency conversion is offered by PayPal at the point of sale, you will be shown the exchange rate that will be applied to the transaction before you proceed with authorizing the payment transaction. By proceeding with your authorization of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate.

Where a currency conversion is offered at the point of sale by the Merchant, not by PayPal, and you choose to authorize the payment transaction on the basis of the Merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

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

## Withdrawing your Balance

Withdrawal Method:	Fee:
Withdrawals you make to your U.S. bank account.	2.50%
Withdrawals you make to your local bank account.	Fee varies by country. See <b>Fee Page</b> and select the appropriate country to view Fees.
Withdrawals you make to your credit card.	If you withdraw your balance in a currency other than the currency in which the balance on your PayPal Account is denominated, you will additionally be
Withdrawal via a physical check sent to you.	charged Currency Conversion Fees as set out above. ¥300.00 JPY
Return Fee if the withdrawal information you provided is incorrect or incomplete.	

## 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:

China, Hong Kong SAR China, India,	Currency:	Fee:
Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam	Australian Dollar:	50.00 AUD
Albania, Andorra, Bosnia and Herzegovina, Croatia, Georgia, Iceland,	Brazilian Real:	75.00 BRL
Moldova, Monaco, Serbia	Canadian Dollar:	45.00 CAD
	Czech Koruna:	850.00 CZK
	Danish Krone:	250.00 DKK
	Euro:	35.00 EUR
	Hong Kong Dollar:	330.00 HKD
	Hungarian Forint:	9250 HUF
	Israeli New Shekel:	160.00 ILS
	Japanese Yen:	4000 JPY
	Malaysian Ringgit:	150.00 MYR
	Mexican Peso:	540.00 MXN
	New Zealand Dollar:	60.00 NZD
	Norwegian Krone:	270.00 NOK

			Philippine Peso:	1900.00 PHP
			Polish Zloty:	140.00 PLN
			Russian Ruble:	1400.00 RUB^
			Singapore Dollar:	60.00 SGD
			Swedish Krona:	320.00 SEK
			Swiss Franc:	50.00 CHF
			Taiwan New Dollar:	1350.00 TWD
			Thai Baht:	1400.00 THB
			U.K. Pounds Sterling:	30.00 GBP
			U.S. Dollar:	45.00 USD
Chargebacks	Currency:	Fee:		
	Australian Dollar:	\$15.00 AUD		
	Brazilian Real:	R\$20.00 BRL		
	Canadian Dollar:	\$15.00 CAD		
	Czech Koruna:	250.00 CZK		

Danish Kroner:	60.00 DKK
Euro:	€11.25 EUR
Hong Kong Dollar:	\$75.00 HKD
Hungarian Forint:	2000.00 HUF
Israeli New Shekel:	40.00 ILS
Japanese Yen:	¥1300.00 JPY
Malaysian Ringgit:	40.00 MYR
Mexican Peso:	110.00 MXN
New Zealand Dollar:	\$15.00 NZD
Norwegian Krone:	65.00 NOK
Philippine Peso:	500.00 PHP
Polish Zloty:	30.00 PLN
Russian Ruble:	320.00 RUB
Singapore Dollar:	\$15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
New Taiwan Dollar:	\$330.00 TWD
Thai Baht:	360.00 THB
U.K. Pounds Sterling:	£7.00 GBP

U.S. Dollar:	\$10.00 USD
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The Chargeback Fee is charged at the time a Chargeback is applied to your PayPal Account for a payment you receive. If you are eligible for PayPal Seller Protection for that payment, the Fee is waived. The Fee is based on the currency received.

#### 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	
	credit card or debit car your credit card or deb code associated with t	rd. In order to bit card and the he charge. Thi	do so, PayPal makes a charge to en requires you to verify the s amount will be refunded when card or debit card verification
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.		

#### 4. Fees for Other Pricing Categories

- 1. **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	Micropayme	ents Fee
Receiving Commercial Payments	All countries (where Micropayments Fees are available)	Domestic paym 5% + Micropay Fixed Fee	
		International pa 6%+ Micropay Fixed Fee	-
Micropayments Fixed Fee	All countries where available	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	0.20
Ringgit:	MYR
Mexican	\$0.55
Peso:	MXN
New Zealand	\$0.08
Dollar:	NZD
Norwegian	0.47
Krone:	NOK
Philippine	2.50
Peso:	PHP
Polish Zloty:	0.23 PLN
Russian	2.00
Ruble:	RUB
Singapore	\$0.08
Dollar:	SGD
Swedish	0.54
Krona:	SEK
Swiss Franc:	0.09 CHF
New Taiwan	2.00
Dollar:	TWD
Thai Baht:	1.80 THB
U.K. Pounds	£0.05
Sterling:	GBP
U.S. Dollar:	\$0.05 USD

1. **(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	Micropayments for Goods Fee	Digital
Receiving Micropayments for Digital Goods	Japan	Domestic payments:  5% + Micropayments Fixed Fee  International payments:  5^% to 5.3 % + Micropayments Fixed Fee	
Micropayments Fixed Fee	All countries where available	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
	Mexican Peso:	\$0.55 MXN
	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

b.

<sup>^</sup> Merchant Rate: To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria, click here. To apply for Merchant Rate, click here.

### 3. Mass Payments/Payouts Fee.

Activity	Country	Mas	ss Pa	ayments Fee
Sending Mass Payments/Payouts		Domestic payments:  International payments:	to P p	% of the payment up a Maximum Mass cayment/Payout Fee* er recipient as listed elow.
		Domestic payments:	to P p	% of the payment up a Maximum Mass ayment/Payout Fee er recipient as listed elow**.
		International payments:	to P p	% of the payment up a Maximum Mass cayment/Payout Fee er recipient as listed elow***.
	Hong Kong SAR China, China, India, Japan, Malaysia, New Zealand, Philippines, Singapore, Taiwan,	Domestic payments (if available):	to Pa pe	6 of the payment up a Maximum Mass ayment/Payout Fee* or recipient as listed
	Thailand	International payments:	to Pa pe	6 of the payment up a Maximum Mass syment/Payout Fee* or recipient as listed clow****.
*Maximum Mass Payments/Payouts Fee		Currency:		Maximum Fee per recipient:
- 55		Australian Dollar:		\$1.25 AUD
		Brazilian Rea	1:	R\$2.00 BRL

Canadian Dollar:	\$1.25 CAD
Czech Koruna:	24.00 CZK
Danish Kroner:	6.00 DKK
Euro:	€0.85 EUR
Hong Kong Dollar:	\$7.00 HKD
Hungarian Forint:	210.00 HUF
Israeli New Shekel:	4.00 ILS
Japanese Yen:	¥120.00 JPY
Malaysian Ringgit:	4.00 MYR
Mexican Peso:	11.00 MXN
New Zealand Dollar:	\$1.50 NZD
Norwegian Krone:	6.75 NOK
Philippine Peso:	50.00 PHP
Polish Zloty:	3.00 PLN
Russian Ruble:	30 RUB
Singapore Dollar:	\$1.60 SGD
Swedish Krona:	9.00 SEK
Swiss Franc:	1.30 CHF
Taiwan New Dollar:	33.00 TWD

	Thai Baht: 36.00 THB
	U.K. Pounds £0.65 GBP Sterling:
	U.S. Dollar: \$1.00 USD
****Maximum Mass Payment/Payout	Currency: Maximum Fee Per Recipient:
Fee for International Payments from:	Australian \$60 AUD Dollar:
China, Hong Kong SAR China,	Brazilian Real: R\$100 BRL
India, Japan, Malaysia, New Zealand,	Canadian \$60 CAD Dollar:
Philippines, Singapore,	Czech Koruna: 1000 CZK
Taiwan, Thailand	Danish Kroner: 300 DKK
	Euro: €40 EUR
	Hong Kong \$400 HKD Dollar:
	Hungarian 15,000 HUF Forint:
	Israeli Shekel: 200 ILS
	Japanese Yen: ¥5,000 JPY
	Malaysian 200 MYR Ringgit:
	Mexican Peso: 750 MXN
	New Zealand \$75 NZD Dollar:
	Norwegian 300 NOK Krone:

Philippine Peso:	2,500 PHP
Polish Zloty:	150 PLN
Russian Ruble:	1500 RUB
Singapore Dollar:	\$80 SGD
Swedish Krona:	400 SEK
Swiss Franc:	50 CHF
New Taiwan Dollar:	\$2,000 TWD
Thai Baht:	2,000 THB
U.K. Pounds Sterling:	£35 GBP
U.S. Dollar:	\$50 USD

d.

#### 5. Refund Fee

Activity	Country	Fee
Refunding a Commercial Payment	China, Hong Kong SAR China, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam.	If you refund (partially or fully) a payment to a buyer, there are no fees to make the refund, but the fees you originally paid as the Seller will not be returned to you.

f. 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.

## 7. Personal Payments Fee. Sending money

You can send money to a friend or family member using the send money feature in your PayPal Account (sometimes called "personal payments" or "peer-to-peer/P2P payments"). You can send money to a friend or family member even if they don't have a PayPal Account at the time you send them money, using their email address in any currency that PayPal supports. If the person to whom you are sending money does not have a PayPal account, they can claim it by creating an Account, or it will be refunded to you.

Receiving money from a friend or family member is described under **Receiving Money**.

We may, at our discretion, impose limits on the amount of money you can send.

When you send money to a friend or family member, one of three things may happen: they may accept, decline or fail to claim the money. If they either decline to accept the money or don't claim it within 30 days of the date it is sent, the money (including any fees you were charged for sending the money) will be refunded to your PayPal balance, if you used your PayPal balance as the payment method.

#### **Receiving money**

If a friend or family member sends money to you, the money will appear in your PayPal balance. If someone sends you money in a currency you do not currently hold, you may decline it and return it to the sender. Alternatively, you can accept it as-is and create a PayPal balance in that currency or accept it and convert it to the currency you have selected for your PayPal Account. If currency conversion is required it will be completed in a manner set forth in the applicable section of the Agreement for currency conversion.

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

The fees applicable to sending money can be found below and will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member. If you convert money in your PayPal balance from one currency to another before sending money, it will be completed in a manner set forth in the applicable section of the Agreement for currency conversion.

You may not use the "send money to a friend or family member" feature in your PayPal Account when you are paying for goods and services.

Activity	Personal Payments Fee when Funding Source is PayPal Balance or Bank Accounts
Sending or Receiving Domestic Payments	Free

Sending International Payments	¥499 JPY