PAYPAL USER AGREEMENT

About Your Account

This user agreement will be effective for all users as of August 1, 2022.

Welcome to PayPal!

These are the terms and conditions of the contract between you and PayPal (Europe) S.à r.l. et Cie, S.C.A. ("PayPal") governing your use of your PayPal account and the PayPal services, which we call our user agreement. It applies only to PayPal accounts of residents of the Netherlands. This user agreement does not apply to your use of PayPal's Xoom service, which is separately governed by the Xoom Legal Agreements. If you are an individual, you must be at least 18 years old and have full legal capacity to enter into a contract to open a PayPal account and use the PayPal services. If you are a business, the business must be registered in the Netherlands.

To use the PayPal services you need to open a PayPal account. By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement, which will be valid until terminated. You also agree to comply with the following additional documents and each of the other documents on the Legal Agreements page that apply to you:

- Fees page
- **PayPal's Buyer Protection program**
- **PayPal's Seller Protection program**
- Acceptable Use Policy
- All future changes notified in the Policy Update already published on the "Legal Agreements" page.

Please read carefully all of the terms and conditions of this user agreement and each of the other documents that apply to you.

We may revise this user agreement and any of the documents listed above from time to time. We will post a notice on the Policy Updates page of our website and provide notice to you of at least two months. By continuing to use our services after any changes to this user agreement take effect, you agree to be bound by those changes. You may notify PayPal of your objection to the proposed changes or close your account before the proposed changes take effect. Any necessary editing, including for typographical or calculation errors or other obvious mistakes, does not constitute an amendment to the User Agreement. If you do not agree with any changes, you may close your account free of charge before the changes take effect.

Information about us

Our services are provided by PayPal (Europe) S.à r.l.et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) to registered users in the European Economic Area. For details on how to reach PayPal, please refer to this page on Customer Service.

PayPal is duly licensed in Luxembourg as a bank (or "credit institution" in legal terms). We are supervised by the Luxembourg financial regulatory authority, the Commission de Surveillance du Secteur Financier or CSSF. CSSF's registered office: 283, route d'Arlon, L-1150 Luxembourg. The CSSF maintains a register of the organisations that it regulates at https://supervisedentities.apps.cssf.lu/index.html?language=en#Home. PayPal is number B00000351 on the register, but you can also look us up on the register by our name. Trade Register Number: R.C.S. Luxembourg B 118 349.

Our service

PayPal's main business is the issuance of electronic money and the provision of payment services using that electronic money. Through our services you may make online and in-store payments, donations, and send, request and receive electronic money. PayPal also provides other financial and related services which can be found on the Legal Agreements page for PayPal services. These services are collectively referred to as the service.

This user agreement, together with other legal terms and legally required disclosures relating to your use of our service will be made available to you at all times on the PayPal website (typically located on the "Legal Agreements" page). We may also send this information to you.

You may request a copy of any legally required disclosures (including this user agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail).

What do you need to use the PayPal service?

To use our service, you will need access to a smartphone and computer, or tablet and have an internet connection.

Opening an account

We offer two types of accounts: personal accounts and business accounts. To open an account with us, you must:

- Either be an individual (at least 18 years old) or a business that is able to form a legally binding contract; and
- Complete our sign-up process.

As part of our sign-up process, you must:

- Register an email address and mobile number;
- Set a password, which we will use to log you in;
- Meet our eligibility requirements; and
- Agree to our Privacy Statement and user agreement, including the applicable documents on the Legal Agreements page.

Personal accounts

With a personal account you can send and request money from friends and family and pay online for purchases.

Holders of certain existing personal accounts may be required to upgrade their accounts (which may include providing further information to PayPal) to be able to use all of the current functionality available in a personal account.

To use your PayPal account primarily to sell things, you must open a business account or convert your personal account to a business account.

Business accounts

Business accounts are for people and organisations (whether incorporated or not) that primarily use PayPal to receive online payments for sales or donations.

Business accounts may be subject to fees that differ from the fees applicable to personal accounts. See our Fees for further details.

By opening a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose.

Commercial Entity Status

If the activity through any type of PayPal account you hold reaches certain thresholds or involves certain business segments or activities, you are required by the card networks to agree to Commercial Entity Agreements directly with our processing partners to allow you to continue accepting card-funded payments. In this case, these Commercial Entity Agreements will apply to any payment processed by PayPal on your behalf in addition to this user agreement.

Safe use of your PayPal account

You should take reasonable steps to stop your PayPal account being misused. You must maintain adequate security and control of any and all devices, items, IDs, passwords and personal identification numbers / codes that you use to access your PayPal account and the PayPal services.

You must comply with all reasonable instructions we may issue regarding how you can keep your payment instrument safe.

We may require you to authenticate any instruction relating to your account (i.e. give us the information that we need to be sure that it's you giving us the instruction, such as submitting your correct log-in information – this could include your e-mail address and password) and otherwise successfully log into your PayPal account to provide to us your instruction.

You must keep your postal address, email address, phone number of a phone to which you are the primary user and other contact information current in your PayPal account profile.

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

You may permit third party service providers licensed by applicable law to:

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

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

Closing Your PayPal Account

You can close your account at any time. See the PayPal Help Centre for how to do this.

We may close your account at our convenience by providing you with two months' prior notice. We may also close your account at any time if:

1. you are in breach of this user agreement and/or we are otherwise entitled to close your account under this user agreement;
2. you do not access your account for three years; or
3. we suspect that your account has been accessed without your authorisation.

Where we decide to close your account we will provide you with notice of account closure and where practicable, the reasons for closing your account, together with the ability to withdraw any undisputed funds that we are holding.

When your account is closed:

- this user agreement terminates immediately, except that this user agreement survives termination to the extent and for so long as we require to deal with the closure of your account and to comply with applicable laws and regulations;
- we may cancel any pending transactions and you will forfeit any balances associated with special funding arrangements;
- we may suspend, limit or terminate your access to or use of our services, websites, software, systems (including any networks and servers used to provide any of the services) operated by us or on our behalf or some or all of the services;
- you will remain liable for all outstanding obligations under this user agreement related to your account prior to closure;
- we may keep your account information in our database for the purpose of fulfilling our legal obligations; and
- we may retain your electronic money after closure to the extent and for the time we reasonably require to protect us and/or any third party against the risk of reversals, fees, fines, penalties and other liabilities of whatever nature. After this time you will be able to withdraw any undisputed funds that we are holding. Please Contact Us if you have any questions about funds held in your account on closure.
  If you are the legal representative of an incapacitated or deceased account holder, please Contact Us for assistance.

In the event that we decide to discontinue any of our services or any portion or feature of our services for any reason, we will give you at least two months (but no less than 60 days) prior notice before discontinuing the service or feature, unless we determine in good faith that:

- the service or feature must be discontinued sooner as required by law or a third-party relationship; or
- doing so could create a security risk or substantial economic or material technical burden.

Right of withdrawal

If you are a consumer, you have the right to withdraw from the User Agreement without giving any reason and without penalty within 14 days of your account being opened. To do so, you must, within these 14 days, follow the process to close your account which will end the User Agreement. PayPal thinks consumers should have the choice to use our services or not so we don’t lock you into a contract. This is why, in addition to these mandatory rights, even after 14 days, you can end your agreement by closing your account. By making use of our services during the 14-day withdrawal period you require

our services to be provided before the end of the 14-day right of withdrawal period. You will have to pay fees for the services you used (including during the 14-day withdrawal period) up until you close your account and withdraw your balance, if any. All pending transactions will be cancelled when you close your account. See the section "Closing your PayPal account" in the User Agreement for more details.

Linking and Unlinking a Funding Source

All money in your account is legally termed "electronic money", which is recognised throughout the European Economic Area as a form of money suitable for use online.

You can use a funding source as a way to pay us to obtain electronic money in your account or to receive withdrawals from your account, as further outlined in this user agreement (see in particular Adding or Withdrawing Money and Funding your Payment.

You can link or unlink a credit card, debit card, a prepaid card (where available) a bank account or PayPal Credit (where available) to your PayPal account as a funding source.

We may limit the availability of your funding sources to manage our risk.

Please keep your funding source information current (e.g. 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 contact your issuer to request this or remove your funding source from your PayPal account. If we update your funding source, we will keep any preference setting attached to that funding source. You may choose to confirm your card or bank account, so that we can verify that the card or bank account is valid and that you are its owner. We may allow you to do this by following the Link and Confirm Card process (for cards) or the Bank Confirmation process (for bank accounts) or other processes which we may notify to you or which we may publish from time to time.

Your continuous permission for us to charge your funding sources

By linking a funding source to your PayPal account, you give us continuous permission to automatically charge that funding source (subject to this user agreement and the terms of any mandate (e.g. bank direct debit) used by the provider of that funding source to set up and maintain that authority) for the required value of the electronic money:

- to cover the payment amount (plus all transaction fees payable to us) when you use your account to send a payment to another user; and
- to top up your account when you use the Add Funds functionality account interface.

We may charge the funding source again if the previous attempt failed. If you cancel any continuous permission from your funding source, you will reimburse us for the value of

any electronic money we've already issued for which a charge from that funding source remains outstanding.

You can stop the permission by unlinking the funding source from your PayPal account.

SEPA is an initiative of the European Commission and European banking sector, aimed at making transactions more efficient within the European Union. Whenever you register a bank account with PayPal or use a new bank account for the first time as a Funding Source, you grant PayPal a SEPA Direct Debit mandate. If you use a SEPA Direct Debit mandate for the continuous authority:

- you can access the mandate and the mandate reference number (MRN) in your PayPal account profile at any time and cancel or change the mandate for future transactions.
- PayPal will inform you of the amount of the SEPA Direct Debit payment and the time frame in which PayPal will collect the amount from the bank account together with the purchase confirmation. If PayPal resubmits any SEPA Direct Debit payment request due to reversal of the original payment, there will be no (additional) information given on the amount and the time frame ahead of the resubmission.
- you can claim a refund from your bank at any time up to 8 weeks after the date on which the SEPA Direct Debit payment took place in accordance with your bank's terms and conditions.

Risk of reversals to your funding source and when eCheques may arise

When we receive a payment from your funding source we may store the resulting electronic money in your reserve account for as long as we have reason to believe that there is risk of reversal by the funding source provider. This is because we do not have all the information necessary to place the funds from your payment at your disposal in your PayPal balance while there is such a risk of reversal.

When you instruct us to make a payment from your account to another user funded by a payment from your bank account and we store the resulting electronic money in this way, we call this type of payment from your bank account an "eCheque" payment. See Funding payments you send from your account below for how we use eCheques.

Holding and using a PayPal balance

You will not receive interest or any other earnings on the money in your account. This is because the money in your account is electronic money and applicable laws forbids paying interest on electronic money (for example, Directive 2009/110/EC article 12 of the European Union). Also, electronic money is not a deposit or an investment under Luxembourg law, so the Luxembourg deposit guarantee or investor indemnity schemes administered by the *Conseil des Protection des Deposants et des Investisseurs* or any equivalent scheme in the EEA cannot protect you.

We may store and move the money in your account in and between:

- the PayPal balance; and
- the reserve account,

at any given time subject further to this user agreement.

PayPal balance

The operational part of your account contains your PayPal balance, which is the balance of money available for payments or withdrawals.

When you use our payment service to pay another user, you instruct us to transfer the money from your PayPal balance to the recipient's account.

You need to have enough PayPal balance in cleared funds to cover the amount of any payment you make and the transaction fees you owe us at the time of the payment. Other requirements also apply – see the section Making a Payment below. If you have insufficient PayPal balance or have chosen a preferred funding source you are also requesting us to obtain funds on your behalf from your applicable funding source and issue electronic money to your PayPal balance for your payment to be made.

When you withdraw your money you need to have enough PayPal balance to cover the value of any withdrawal at the time of the withdrawal.

See Adding or Withdrawing Money to know how to get a PayPal balance and how to withdraw it.

If your PayPal balance shows a negative amount, this is the net amount you owe to us at the given time.

Reserve account

Money marked in your account overview as "pending", "uncleared", "held" or otherwise restricted or limited at any given time is held in the part of your account which acts as a reserve account. You cannot access and use money stored in the reserve account.

Adding or Withdrawing Money

Adding money

To get electronic money into your account you can, subject further to this user agreement:

- accept a payment in your account from someone else. We may charge you fees for this; or

- obtain electronic money from us by paying us an equivalent amount.

You can obtain electronic money from us by:

- automatically using your applicable funding source(s) to cover the amount of the payments that you instruct us to send to other users (and the transaction fees payable by you to us).; or
- manually using the "Add Funds" function available from your account interface to pay us or instructing us to charge your funding source for the electronic money.

The execution of any payment to us from your funding source provider is your funding source provider's legal responsibility. We have no control over how long the payment to us will take.

Withdrawing money

If you have a PayPal balance, you may withdraw any amount by transferring it to your nominated funding source linked to your PayPal account, as we may allow from time to time. This could include your bank account or debit or credit card, depending on the country in which your PayPal account is registered.

When you instruct us to withdraw any amount of your PayPal balance, subject further to this user agreement we will:

- convert the electronic money to money that we can transfer to your nominated funding source; and
- instruct our own bank to transfer that money to your nominated funding source.

We aim to send the withdrawal payment instruction to our bank by the end of the next Business Day ("Business Day" means a day on which banks in Luxembourg are open to the general public). if there are no other delays subject to this user agreement. Once our bank receives our payment instruction, we have no control over how long the payment to you will take to complete. At this point, our bank, your funding source provider and the payment systems that they rely on take over responsibility for getting the money to your nominated funding source and this can affect the time it takes for you to receive your money. We may allow you to withdraw the money by transferring the money to:

- an eligible bank account (where we make this available) through:
    - a standard transfer to your bank account linked to your account (this withdrawal/redemption functionality is sometimes known as "transfer to bank"); or
    - an Instant Transfer to your bank account linked to your account.

      We may allow the above transfers to be made through the debit card attached to that bank account.
- your branded MasterCard or Visa card (where we make this available).

Fees apply to withdrawals. We will also disclose to you the fees in advance each time you initiate such a withdrawal.

The funding source (for example, bank account or card) into which you request the withdrawal must be denominated in the original opening currency of your account or another currency that PayPal supports for withdrawals in your country of residence.

You may only withdraw PayPal balance in the opening currency of your account, unless we agree otherwise. In order to withdraw PayPal balance held in another currency you will have to convert the currency to the opening currency of your account, or it will be converted for you at the time of your withdrawal. Our transaction exchange rate will be used.

This means that if you withdraw:

- A PayPal balance held in a currency other than the original opening currency of your account, the conversion into your original opening currency will be performed using our transaction exchange rate.
- To a funding source (for example, bank account or card) denominated in a currency other than the original opening currency of your account, the conversion into the currency in which the funding source is denominated will be performed using our transaction exchange rate.

Your issuer may also charge you if a currency conversion to the currency your card is issued in, is required.

If you have a business account, this transactions exchange rate will not apply. Instead, you will pay a currency conversion fee applied on an external base exchange rate as described on the Fees Page (see also the "How We Convert Currency" section).

To protect you, our other users and us from loss and to allow us to comply with our anti-money laundering and other legal obligations, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorised the withdrawal or if 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 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. You must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview) to lift your withdrawal limit.

Managing Your Money in Multiple Currencies

When you open your account, it is configured for use with the opening currency of your account.

The opening currency of your account is Euro (EUR).

You may set the currency on your card.

We may configure your account further so that you can use it to store money and send and receive payments in currencies other than the opening currency of your account. If you hold a PayPal balance, we may allow you to convert it to balance in another currency.

If your PayPal balance is not enough to cover the amount of a payment you instruct us to make in a particular currency, we may perform a currency conversion from any PayPal balance in another currency to cover the shortfall. There may be some restrictions on where you can send payments in certain currencies.

We may allow you to choose the way in which your account treats and/or converts payments received in currencies other than the opening currency of your account. To receive money in a currency other than the opening currency of your account, it may be necessary to create a balance in that currency or convert the money into another currency that we allow you to hold.

Payments in certain currencies can only be received by automatic conversion of the money into another currency that we allow you to hold.

If you receive a payment from anyone who doesn't have a PayPal account and that payment is in a currency which your account is not currently configured to use, we may automatically convert the amount received into a currency that your account is configured to use at the time the payment is made.

Please see the Withdrawing Money section above to see how withdrawals in different currencies can be made.

If one of the currency balances in your account shows that you owe us an amount of funds for any reason, we may set off the amount you owe us by using funds you maintain in a different currency balance or by deducting amounts you owe us from money you receive into your account, or money you attempt to withdraw or send from your account, or in a different account, and by deducting funds from any withdrawals you attempt to make. If, for a period of 21 Days, you have a PayPal balance that reflects an amount owing to us that is not in the opening currency of your account, we may convert the amount you owe us to that opening currency.

We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform. You are responsible for all risks associated with maintaining multiple currencies in a PayPal account. You may not manage or convert

currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that we determine is primarily for the purpose of gaining or making money based on currency conversion rates. We may hold, cancel, or reverse any transaction we determine to violate this policy.

How we convert currency

Other than as set out below and on the Fees Page, 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, typically between 5pm and 7pm Eastern Standard Time (EST) (in New York City, USA) on every Business Day and those changes will be applied immediately.

You can access a "Currency Converter" tool to see what transaction exchange rate may apply for certain currency conversions. Any rates shown using the Currency Converter tool indicate the applicable rates at the time you use the tool and are subject to change. Subject to other provisions of the user agreement, when you complete a transaction, the transaction exchange rate applying to the transaction will be shown to you so you can decide to make your payment at that rate or not. In certain circumstances, that transaction exchange rate may apply to the payment for the transaction whenever it is processed; or that rate may be valid only if transaction is processed by the seller within a limited time, as stated prior to the initiation of the transaction. After that limited time, we may use the transaction exchange rate in effect at the time the transaction is processed by the seller, or not perform the currency conversion.

If you have authorized a payment under a billing agreement, and we perform a currency conversion for that payment, we will use the transaction exchange rate in effect at the time the payment transaction is processed by the seller. Therefore, the transaction exchange rate for each payment under a billing agreement may vary.

If you are a seller and you have agreed that you will bear the transaction exchange rate rather than the buyer, or if you have a business account and you convert currency in your PayPal account that does not form part of a specific transaction into or out of your account (e.g. converting your balance to another currency), the transaction exchange rate will not apply. Instead, you will pay a currency conversion fee applied on an external base exchange rate, as described on the Fees Page. The external base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior Business Day.

Currency conversion choices

When your payment is funded by a debit or credit card and PayPal determines currency conversion is necessary, you consent to and authorise us to convert the currency in place of your debit or credit card issuer.

You may have the right to have your card issuer convert the currency of the card payment into the currency in which you send the payment from your PayPal account, if applicable for that card issuer and network. This selection may be presented to you in various forms, including setting the currency of your card, a choice of which currency is used for the transaction, whether we or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

PayPal will always perform the conversion for transactions where you use existing balance or your linked bank account is the funding source.

If PayPal determines currency conversion is necessary for a transaction that also requires a backup funding source to be chosen, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on the payment from your backup funding source.

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

Account Statements and Requesting Account Records

Unless your Account is restricted you may view and download your PayPal account statement by logging into your PayPal account. You agree to review your transactions through your PayPal account history instead of receiving periodic statements by email.

You will receive important information about your payments and payment receipts by e-mail immediately after a transaction. Your transaction history will also be updated and made available to you at any time by logging into your account. You can also access a downloadable report from your PayPal account. This will show all fees incurred and any other amounts charged to your PayPal account in the relevant period. The report will only be updated and made available if there has been any activity on your PayPal account or any fees have been incurred in the relevant period. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy.

We reserve the right to charge a fee for providing you with additional information or for providing the transaction history and other information about fees in a different way but we won’t charge you for records requested in connection with your good-faith assertion of an error in your PayPal account.

Fees

We charge fees for our services as set out on the fees page.

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through or imposed by us.

You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of our services.

We may deduct our fees from your PayPal balance. We may deduct our transaction-related fees from the amounts we transfer before those funds are credited to your PayPal balance.

We will provide you with the details of the amounts you receive and our fees charged either by e-mail or in your transaction history (which you can access by logging into your account).

If your payment requires you to pay a fee to us, we will (subject to the rest of the user agreement) disclose that fee to you when you provide your payment instruction to us.

You cannot set off or deduct any amounts from our fees.

We may make a charge for any additional services we provide outside this user agreement. We will tell you of those charges when you ask for the service.

PAYPAL USER AGREEMENT

Making A Payment

General provisions for making a payment

Your payment instruction

We may allow you to provide your payment instruction to us in any way which we may notify to you from time to time. The way in which you provide your payment instruction can depend on the type of payment you are making – for example:

- If you are paying for a purchase or making a donation, many sellers and/or fund collectors allow you to provide your payment instruction to us in a dedicated PayPal checkout or other PayPal payment collection integration on their site.
- You can use the "Send Money" feature when you log into your PayPal account to send a payment to someone.

We may require you to authenticate your payment instruction (i.e. give us the information that we need to be sure that it's you giving us the instruction, such as submitting your correct log-in information – this could include your e-mail address and password) and otherwise successfully log into your PayPal account to provide to us your payment instruction.

We may offer you to select certain recipients for a faster payment experience, which makes them a "trusted beneficiary" for your future payments made to that recipient. We will not normally ask you to log in (with password, PIN or similar) for these payments when they are made. You can access and edit your list of trusted beneficiaries in your PayPal account at any time.

Cancelling your payment instruction

Once you provide your payment instruction to us, you may not cancel it, except if it is a payment instruction under a billing agreement (see below for more details).

How long will my payment take?

Your payment to another user will leave your account within the Business Day after we receive your complete payment instruction. A payment instruction is deemed to be received by us when the complete data required for execution of the transaction reaches us.

The payment will leave your account within two Business Days if we receive your complete payment instruction:

- on a day which is not a Business Day; or
- after the following local cut off times on a Business Day for accounts registered in the following countries: 4pm in Netherlands.

We may allow you to ask us to make your payment on a specific later date, in which case your payment will leave your account on that later date.

Other provisions in this user agreement may cause the above timeframes to be extended.

When we may refuse to make your payment

We may treat your payment instruction as not complete and we may refuse to make your payment if:

- you do not have enough money in your PayPal balance;
- we have reason to believe that your linked funding sources do not have sufficient funds to cover the money required to make your payment;
- you do not provide us with all mandatory information requested in the relevant payment or checkout flows which we use to obtain your payment instructions (for instance, sufficient details of the recipient as we may request and authentication of your payment instruction);
- the payment exceeds the sending limit we tell you about when you try to make the payment; or
- we have reason to believe that a restricted activity has happened in relation to your account or you are otherwise in breach of this user agreement.

When your payment is not accepted by the recipient

If we allow you to send a payment to someone who does not have a PayPal account, the recipient can claim the money by opening a PayPal account.

If the recipient already has a PayPal account, they can refuse to accept the money.

If the recipient refuses to accept the money or doesn't open a PayPal account and claim the money within 30 days after the date it is sent, the money (including any fees you were charged) will be refunded to your PayPal account. See Refunds to your account for what can happen when your PayPal account receives a refund.

Sending limits

We may, at our discretion, impose limits on the amount and value of payments you can make, including money you send for purchases. You can view any sending limit by logging into your PayPal account. To lift your sending limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview).

Setting up automatic charges from your account

Seller delayed payments

When you pay certain sellers or pay for certain purchases (for instance, purchases which have to be shipped to you or may be updated and finalised by the seller), you are providing:

- an authorisation to the seller to collect your payment at a later time; and
- an instruction to us to automatically pay that seller when the seller requests payment.

Your authorisation will typically remain valid for up to 30 days, but may remain valid for longer. If you have balance, we may hold the payment amount as pending until the seller collects your payment. If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied (as described in the Currency Conversion section) at the time the payment is processed.

Your authorisation allows the seller to update the payment amount before the seller collects the payment (to account for any changes to the purchase that you may agree with the seller, such as additional taxes, shipping or postage charges or discounts). We are not required to verify any changes at any time (including at the time the payment is transferred). We may transfer any amount on the basis of your authorisation and upon receiving instructions from the seller of the final payment amount.

Billing agreement payments

You can use a billing agreement to manage payments to the same recipient(s) on an ongoing automatic basis. When you enter into a billing agreement:

a. you authorise the named recipient(s) to collect payments from your account as the recipient determines (this could be for payments of amounts you owe the recipient for a purchase of goods or services under a separate contract that you have with the recipient); and
b. you instruct PayPal to pay the named recipient(s) (or other recipient(s) that the named recipient(s) direct(s)) when the named recipient(s) request(s) PayPal to make your payment.

This makes the recipient a “trusted beneficiary” of all your payments made to recipient, so we will not normally ask you to login (with password, PIN or similar) to approve these subsequent payments when they are made.

Payments made under the billing agreement may be in variable amounts and may be made on various dates. We are only a payment service provider so we can’t (and please don’t expect us to) know what you have or haven’t agreed with the recipient or to know why the recipient decided to collect your payment. We are not obliged to verify or confirm the amount the recipient presents to us for the purpose of processing payments made under the billing agreement.

We use several names for payments that can be managed by a billing agreement – these include “automatic payments,” "subscription payments" "recurring payments” “reference transactions” "preauthorised transfers" or "preapproved payment."

You can cancel your billing agreement at any time in your account interface or by contacting us. Where a payment under that billing agreement is scheduled to be made before the end of the next Business Day after you tell us to cancel it, we may cancel your billing agreement after that payment has been made. If you cancel a billing agreement, you may still owe the recipient money for goods or services that you have received but have not paid for.

If we determine currency conversion is necessary for a billing agreement payment, and we perform the conversion, we will use the transaction exchange rate in effect at the time the payment is processed. The transaction exchange rate for each payment transaction may vary.

Refunds to your account

How refunds can happen

We may allow the recipient of your payment to:

- refuse to accept it; or

- decide to accept it and then use our service to send you a refund of all or any part of the amount of the payment later.

We will return the amount of any refused payment or refunded payment to your Balance. We will return the amount of an unclaimed payment to your balance within 30 days after the date you initiated the payment. If any amount of any payment is returned to you in any of the ways outlined above, we may convert the returned amount for you into either:

- the currency of the balance you used for the original payment (before any conversion into the currency received by the recipient happened);
- the opening currency of your account; or
- US dollars (opening a balance in that currency for you, if you don't have one already).

If the original payment you sent involved a currency conversion we will convert the returned amount from the currency received by the recipient as follows:

- If the amount is returned within one day of the date of the original payment we will use our transaction exchange rate applicable on the date of the original payment, so that you receive the original amount in the original currency you converted for the original payment.
- If the amount is returned after one day of the date of the original payment we will use and you agree to accept our transaction exchange rate applicable at the time of the conversion of the returned amount.

The transaction exchange rate may be applied immediately and without notice to you.

We may also automatically withdraw the returned amount from your Balance and transfer the funds back to the funding source you used for the original payment. Withdrawals can also involve a currency conversion – see the section on Withdrawing money above.

Risks when receiving refunds

The returned amount could be lower in value than your original payment amount. This can happen as a result of:

- the recipient sending you a refund lower in value than your original payment amount. As we are only a payment service provider, we cannot know what you are entitled to from the original payment recipient as a refund or why the recipient sent the refund in a particular amount; or
- transaction exchange rate fluctuations.

PayPal is not responsible for any loss resulting from the recipient's decision to refuse or refund your payment, except to the extent that a refund sent by the recipient is a payment executed incorrectly by PayPal

We are not liable to you for the difference between the value of your original payment and the value of the resulting refund, except to the extent that the refund is an incorrect payment (see the section on Resolving Problems).

Funding Your Payment

Selecting a preferred funding source

You may select a preferred funding source when logged into your account. Subject to this user agreement, the preferred funding source will be used as the default funding source for payments you send from your account.

You can set separate preferred funding sources for some billing agreement payments.

Special Funding Arrangements

Some payments can be funded by special funding arrangements linked to your PayPal account, such as merchant/transaction specific balance, gift vouchers or other promotional funding arrangements. The use and priority of these special funding arrangements are subject to further terms and conditions between you and us. Your account overview may show the notional amount available in your special funding arrangements to fund qualifying payments at any given time. This amount does not constitute electronic money, is not deemed part of your PayPal balance and is not redeemable in cash - it only represents the amount of electronic money which we offer to issue and credit to your account at the time of (and only to immediately fund) a qualifying payment, subject to (and only for the period outlined in) the further terms and conditions of use of that special funding arrangement. If your payment funded by a special funding arrangement is reversed at a later time for any reason, we will keep the amount that represents the portion of that payment that was funded by your special funding arrangement and (provided that the special funding arrangement has not already expired) reinstate the special funding arrangement.

Funding payments you send from your account

We will obtain electronic money for the payment you send from your account from the following sources in the following order to the extent they are available:

1. Special Funding Arrangements (if available for the given transaction)
2. Preferred funding source (if selected and available)
3. Pre-existing PayPal balance
4. Bank account (instant transfer via bank mandate)
5. PayPal Credit (where available)
6. PayPal-branded debit card (where available)
7. PayPal-branded credit card (where available)
8. Debit card
9. Credit card

10. Bank account (eCheque)

PayPal's Buyer Protection Program

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

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

PAYPAL USER AGREEMENT

Receiving Payments

General provisions for receiving payments

PayPal may allow anybody (with or without an account) to make a payment instruction resulting in the issuance or transfer of electronic money to your account.

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

The receipt of a payment into your account does not equate to the receipt of cleared funds. A notification that a payment has been sent to you does not amount to a receipt of electronic money in your account unless you have accepted the payment.

We may allow you to accept payments in any currency supported by our Service from time to time.

Where you (instead of PayPal) offer the payer at the point of sale a currency conversion of an amount you receive through PayPal, you will inform the buyer of the exchange rate and any charges that will be applied to the payment transaction. PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. You

acknowledge that if you fail to disclose the exchange rate and charges to the buyer this may constitute a criminal offence by you.

Any payment sent to you may be subject to a reversal, payment review, limitation, reserve or hold as allowed under this user agreement.

Receiving limits

We may, at our discretion, impose limits on the amount and value of payments you can receive, including money you receive for purchases. To lift your receiving limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your account overview).

Checkout solution included in the PayPal Commerce Platform

The PayPal Commerce Platform includes our checkout solution. The checkout solution consists of:

- our dedicated bundled checkout capability in your online checkout/platform to enable a buyer with or without an account to send a payment to your account; and
    - Fraud Protection.

We may offer you all, any part or any combination of parts of the checkout solution. If we offer you the checkout solution and you choose to use it, in addition to this user agreement, you agree to the following further terms relating to the following capabilities:

- the **PayPal Alternative Payment Methods Agreement**, when you use our APM functionality as part of the checkout solution; and
- the **PayPal Online Card Payment Services Agreement**, when you use:
    - our Advanced Credit and Debit Card Payments as part of the checkout solution bundle; and
    - Fraud Protection as part of the checkout solution.

Our **Fees** for using the checkout solution apply.

Rules about surcharging

PayPal does not encourage surcharging because it is a commercial practice that can penalise the consumer and create unnecessary confusion, friction and abandonment at checkout.

You may only surcharge for the use of our services in compliance with any law applicable to you and not in excess of the surcharges that you apply for the use of other payment methods.

If you surcharge a buyer, you, and not we, will inform the buyer of the requested charge. We are not liable to any buyer where you have failed to inform the buyer of any surcharge. You acknowledge that you could be committing a criminal offence if you surcharge and/or fail to disclose any form of surcharge to a buyer.

Presentation of PayPal

You must treat PayPal as a payment method or mark at least on par with any other payment methods offered at your points of sale, including your websites or mobile applications. This includes at least equal or substantially similar:

- logo placement,
- position within any point of sale,
- treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you must not mischaracterise PayPal as a payment method or exhibit a preference for other payment methods over PayPal.

Taxes and information reporting

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. We are not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction. As a bank service provider no sales tax applies to the PayPal services in the EU.

Your refund policy and privacy policy

You must publish a refunds and return policy, as well as a privacy policy.

In-store payments and QR code transactions

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

If you use a QR code to accept payments in your physical store, you must use a QR code intended for goods and services transactions. You must also not use QR codes for in-person transactions as a method of accepting payment for goods and services transactions

occurring online. For any buyer claims related to QR code transactions you may be required to provide us with alternative evidence of delivery, or such additional documentation or information relating to the transaction.

Marketplace sellers

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

We may allow you to authorise certain marketplaces to use your account to pay amounts you owe to the marketplace or to the buyer (as the case may be) arising from a claim under the terms of the marketplace's own resolution process ("**Marketplace Due Amounts**"). If you give such an authorisation and the marketplace notifies us of the claim, you instruct us to process payments of all and any Marketplace Due Amounts relating to that claim from your PayPal account to that marketplace or to the buyer (as the case may be) according to the marketplace's instructions to us. We may treat your instruction for the payment of any given Marketplace Due Amount as cancelled if we decide that the claim would have been determined in your favour had it been filed as a claim with us. You can also cancel this instruction by contacting us. All claims filed directly with the marketplace are governed by the marketplace's own policy only. The terms of the PayPal Seller Protection do not cover you for claims filed by your buyers directly with the marketplace.

Accepting billing agreement payments

If we allow you to accept payments from a payer under a billing agreement, when you present to us a payment request under that billing agreement, you:

a. warrant to us that the amounts you present have been agreed and consented to by the payer whose account will be deducted (including changes to those amounts) and that you will give prior notice of the deduction to the payer; and

b. agree that you will notify the payer at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the payer could not have reasonably expected to pay such an amount, taking into account the payer's previous spending patterns and the circumstances of the payment and that you are liable to us for any refunds of that payment in accordance with the terms of this user agreement.

PayPal Payouts

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

Your responsibility as a Corporate Customer to notify PayPal of pricing or fee errors

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

Refunds and reversals of payments

When you receive a payment, it could be refunded or reversed. We may allow you to send to the payer a refund of the payment. We may carry out a reversal of your payment in certain circumstances. See the rest of this section for more details.

Refunds

You alone are (and PayPal is not) responsible for:

- your legal and contractual obligations towards the payer for any amount you return to the payer; and
- any difference between the cost to the payer of making the original payment and the value of the amount returned to the payer (for instance, as a result of transaction exchange rate fluctuations) except to the extent that the refund is an incorrect payment (see the section on Resolving Problems).

See our fees for details of the fees you paid to us as the recipient of the original payment which we retain when you use the special commercial transaction refund functionality in your PayPal account, as we may allow from time to time, except to the extent that the refund is an incorrect payment (see the section on Resolving Problems).

Reversals

If you receive a payment in your account, you owe us the full amount of the payment and our losses arising from processing the payment (including any Chargeback fee or Dispute fee). This can include our liability (including any fees, charges and penalties) towards any third party (including the payer and the payer's funding source provider).

A reversal happens when we exercise our right to set off the above amounts from your account under the section Reimbursement for your liability in this user agreement. If your PayPal balance for a particular currency is insufficient to cover the amount you owe us in that currency, we may perform a currency conversion from any PayPal balance in another currency to cover the shortfall against our transaction exchange rate applicable at the time

the reversal is being processed. This means that, for example, if you are a seller, amounts of payments received in your account may be removed from your account after you have delivered any goods or services sold.

A reversal can happen when:

- we reimburse the payer in respect of a PayPal Buyer Protection claim the payer made against you.
- we compensate the payer or the payer's bank or card issuer because we receive a claim from either of them to return the payment under the reversal process used by that bank or card issuer. This includes any claims for unauthorised or incorrect payments made to your account.

For instance:

- if the payer used a card to fund the payment to you the payer could pursue a "chargeback" with the card issuer. The card issuer, not us, determines whether the payer is successful when they pursue a chargeback. You can find out more about chargebacks by reviewing our Chargeback Guide, accessible via the PayPal Security Centre and the section called: "Selling Safely". The PayPal Security Centre is accessed via the PayPal website. We charge you a fee for receiving a chargeback claim.

- If the payer used a bank account to fund the payment the payer or the bank could pursue a bank reversal.

The amount claimed may be greater than the original amount you received due to currency exchange rate fluctuations between the time of payment and the time of the claim.

- we may have to compensate your payer when they claimed that there was a problem with their payment (including that their payment was unauthorised or incorrect or that their billing agreement payment was not expected) – see Resolving Problems.

- we are entitled to carry out the reversal for any other reason under this user agreement, including the provision Actions We May Take if You Engage in Any Restricted Activities.

Dispute fees

PayPal will charge a **Dispute fee** to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's PayPal account or through the 'Payments without a PayPal account' service**.** The **Dispute fee** applies when the buyer pursues a claim directly with PayPal, a chargeback with their card issuer, or a reversal with their bank. The **Dispute fee** will be charged at either the **Standard Dispute**

fee rate or the **High Volume Dispute fee** rate. The **Dispute fee** will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Dispute fee** table the fee charged will be in your primary holding currency. The **Dispute fee** will be deducted from your PayPal account after the claim is decided.

The **Dispute fee** amount will be determined when the dispute case is created. The fee is based on the ratio of the total transaction amount of all Item Not Received and Significantly Not as Described claims you receive compared to the total amount of your sales for the previous three calendar months **(Dispute Ratio)**. Your total claims include all Item Not Received and Significantly Not as Described claims that are filed either directly with and escalated to PayPal or with the buyer's card issuer or bank. Your total claims do not include claims for Unauthorized Transactions. For example, for the month of September, your **Dispute Ratio** will be calculated by considering your total claims to sales ratio over June, July, and August. The claims ratio for September will determine the dispute fee for all claims filed in October.

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

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

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

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

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

Sellers charged **High Volume Dispute fees** may be required to provide information to us including the cause of their increased dispute rate.

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

Chargeback fees

For transactions that are not processed either through a buyer's PayPal account or through the 'Payments without a PayPal account' service, and where the buyer pursues a chargeback for the transaction with their card issuer, PayPal will charge you a **Chargeback fee** for facilitating the chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is applied as specified in the **Chargeback fee table** and will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Chargeback fee table** the fee charged will be in your primary holding currency.

Impact of PayPal's Buyer Protection program on sellers

You should read our provisions on **PayPal's Buyer Protection** program and if you sell goods and services to buyers with PayPal accounts in a region other than your own, you also should be familiar with the purchase protection made available by PayPal to buyers in each of those regions as buyers' rights under these programs may impact you as a seller. You can find information about the PayPal Buyer Protection on the **Legal Agreements** page by selecting your buyer's location at the top of the page and referring to the corresponding PayPal Buyer Protection program provisions in the corresponding user agreement.

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

- You must forfeit the full purchase price of the item or transaction plus any original shipping cost. This applies when you are the primary seller or a secondary seller of goods or services. For example, event ticketing agents, or online travel agents will forfeit the full purchase amount paid by the buyer. In some cases you may not receive the item back.
- The Buyer Protection claim will only be considered fully resolved if:
    - The refund to a buyer is processed through PayPal, or
    - You provide evidence acceptable to PayPal, in its sole discretion, that the buyer agreed to the alternative resolution provided.
- 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 plus pay for return shipping costs.

- If the claim was that the item received was Significantly Not as Described and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.

PayPal's Seller Protection Program

What's eligible

If you have received more than €100,000 per month at least once over a consecutive period of 6 months on your PayPal Account and/or if you are applying surcharge for the use of PayPal (when the law applicable to you allows you to apply surcharge), you are not eligible for PayPal seller protection and this section applies to you unless otherwise agreed between you and PayPal. PayPal will review your eligibility for seller protection in October and April of each calendar year.

If you have sold something to a buyer and have already shipped the physical item or provided an intangible good 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. 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.

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

PAYPAL USER AGREEMENT

RESTRICTED ACTIVITIES, HOLDS & LIQUIDATED DAMAGES

Restricted Activities

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

- Breach this user agreement, the PayPal **Acceptable Use Policy**, the **Commercial Entity Agreements** (if they apply to you), or any **other agreement** between you and us;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);

- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Sell counterfeit goods;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent or unauthorized funds;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to "double dip" during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank or card issuer for the same transaction;
- Control an account that is linked to another account that has engaged in any of these restricted activities;
- Conduct your business or use the PayPal services in a manner that results in or may result in;
    - complaints;
    - requests by buyers (either filed with us or card issuers) to invalidate payments made to you;
    - 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 balance reflecting an amount owing to us;
- 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 our **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;
- 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 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; or
- Harass and/or threaten our employees, agents, or other users.
- Abuse of our online dispute resolution process and/or PayPal's Buyer Protection program and/or PayPal's Seller Protection program;
- Cause us to receive a disproportionate number of claims that have been closed in favour 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;
- Use a credit card with your PayPal account to provide yourself with a cash advance (or help others to do so);
- Disclose or distribute another user's information to a third party, or use such information for marketing purposes unless you receive the user's express consent to do so;
- Send unsolicited email to a user or use the PayPal services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal website(s) without our or any applicable third party's written consent;
- Reveal your account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your account by any person other than you, arising as the result of misuse of passwords;
- Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the PayPal service or activities carried out as part of PayPal services or otherwise than in accordance with the terms of this user agreement;
- Request or send a personal transaction payment for a commercial transaction;
- Allow your use of the PayPal service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit or where you expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions);
- Integrate or use any of the PayPal services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by PayPal from time to time;

- Advertise, promote, introduce or describe PayPal Credit or any PayPal co-branded credit based payment instrument to your customers without: (1) obtaining the necessary regulatory permission to do so in advance; and (2) the prior written permission of PayPal and (if not PayPal) the issuer of the credit to do so;
- Suffer (or cause us to determine that there is a reasonable likelihood of) a security breach of your website or systems that could result in the unauthorized disclosure of customer information.

You agree that engaging in the above restricted activities diminishes your or our other customers' safe access and/or use of your account and our services generally.

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 at anytime in our sole discretion, limit your account, and/or close or suspend your account, immediately and without penalty to us;
- Refuse to provide the PayPal services to you in the future;
- At any time and without liability, suspend, limit or terminate 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 money to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:

- PayPal's risk of liability in respect of card-funded payments that you receive can last until the risk of a chargeback closing in favour of the payer/buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:
    - a. The type of goods or services for which you receive payment; or
    - b. The timeframe for delivery of the goods or performance of the services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of chargebacks than sales of most other items or services);
- PayPal's risk of liability in respect of a claim or dispute arising from a payment that you receive can last for the time that it takes for the parties to close the claim or dispute and all appeals associated with that claim or dispute in accordance with PayPal Buyer Protection
- PayPal's risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and

- If you allow your PayPal account to have a balance reflecting an amount owing to PayPal, PayPal's risk of liability can last for the time and to the extent that you owe that amount to PayPal.

- Block your PayPal account and/or hold any funds in the reserve account (including, without limitation, for more than 180 days if so required by PayPal, where PayPal's rights arise from your engagement in the restricted activity);
- Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law;
- Reverse a payment (including, if appropriate, to the sender's funding source);
- Take legal action against you.
- Suspend your eligibility for PayPal's Buyer Protection program and/or PayPal's Seller Protection program (including in retrospect).
- Contact third parties and disclose details of the restricted activities in the manner set out in our Privacy Statement.
- Request or update inaccurate information you provided us.
- Request information or documents from you in order to verify your identity and/or with regard to the goods or services you provided based on a transaction.
- If you've violated our **Acceptable Use Policy**, then you're also responsible for damages to PayPal caused by your violation of this policy.
- If you publish content on our website(s), or when using our services, which PayPal deems, in its sole discretion, in breach of law, statute, ordinance, and/or regulation, PayPal may take appropriate measures, including the deletion or removal of such content. An example of such content is terrorist content. PayPal is not responsible for such contents published by its users which are the PayPal users' responsibility solely.

If you use your PayPal account primarily for the purposes of your trade, business, craft or profession and you violate the Acceptable Use Policy, then:

- in addition to being subject to the above actions you will be liable to PayPal for the amount of PayPal's damages caused by your violation of the Acceptable Use Policy;

- you acknowledge and agree that USD 2,500.00 (or the prevailing equivalent in the currency of the country in which you reside) per violation of the Acceptable Use Policy is:
    - a reasonable minimum estimate of PayPal's actual damages including but not limited to, internal administrative costs incurred by PayPal to monitor and track violations, damage to PayPal's brand and reputation, and penalties imposed upon PayPal by its business partners resulting from a user's violation considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated;

    - reasonable and proportionate in its application to the provision of the services to you; and
    - necessary, but no more than sufficient, to protect PayPal's legitimate interest in your compliance with the Acceptable Use Policy; and

- PayPal may deduct such damages directly from any existing balance in any PayPal account you control.

Please also see the section below on Your liability.

Unless otherwise directed by us, you must not use or attempt to use your account while it is suspended or has been closed. You must ensure that all agreements with sellers or other third parties that involve third party initiated payments (including billing agreement payments) set up from your account are cancelled immediately upon the termination, suspension or closure of your account. You remain liable under this user agreement in respect of all charges and other amounts incurred through the use of your account at any time, irrespective of termination, suspension or closure.

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. If we take any of the actions described here, we will normally notify you of our actions, but we may, if it is reasonable to do so (for example if you are in breach of this user agreement or we consider it advisable for security reasons), take any of these actions without prior notice to you.

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.

You acknowledge and agree that any funds held under this user agreement may be placed in your reserve account and that you will provide to us any information as we may reasonably request to allow us to determine whether the risk has passed.

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 hold on a payment amount, 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 where we have reason to believe that:

- Transactions are higher risk, this can be where the transaction involves the sale of goods or services in a high risk category, or other facts known to us typically resulting in an increased number of chargebacks, other claims or disputes or to be often involved in fraud or illegal activity;
- There is a sudden and abnormal change in a PayPal account holder's selling activity including an increase in the number of chargebacks, reversals, or buyer complaints received in relation to such PayPal account;
- Any PayPal account is being used in relation to restricted activities;
- A PayPal account involved in the transaction may have been compromised, or that stolen financial details (bank or credit card) are used for the payment, or otherwise a transaction has not been properly authorised;
- A user is trying to send or withdraw funds they received fraudulently;
- A user has not provided sufficient Information to us to enable us to verify their identity or the identity of their business and/or the user has a limited trading history with PayPal;
- A payment sent to you as a seller is challenged as a payment that should be invalidated and reversed.
- Your buyer files a chargeback, reversal or PayPal Buyer Protection claim on a payment you received.
- Your buyer files a claim under a marketplace's resolution process.
- There is a risk of reversal of funds in your account to your funding source.
- There is a risk of liability (a non-exhaustive list of examples of such risk is set out in the section Actions We May Take If You Engage In Any Restricted Activities above).

Payment review

When we identify a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. This may be because we have the reasonable suspicion that the payer's PayPal account is being used in relation to restricted activities or for other reasons as determined by us in our reasonable discretion. This may include where there is a risk of liability (a non-exhaustive list of examples of such risk is set out in the section Actions We May Take If You Engage In Any Restricted Activities above).

If a payment is subject to payment review, we may:

- execute the payment order initiated by the buyer;
- in our discretion, immediately upon such execution restrict the payer's account;
- place a hold on the payment in the payer's account; and/or
- notify the recipient to delay the delivery of the purchase paid for by the payment.

As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item.

If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

All payments that complete payment review are still subject to being reversed under the terms of this user agreement but will be PayPal's Seller Protection program eligible if they meet PayPal's Seller Protection program requirements. PayPal will provide notices to you by email and/or in the transaction history tab of your PayPal account. A payment subject to payment review is a review of the payment only and is implemented to reduce the risk of PayPal users receiving high risk transactions. A payment subject to payment review is neither a review nor a representation by PayPal as to the commercial dealings, character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person.

Holds related to your instructions

Certain PayPal functionality may allow you (whether directly or via someone you permit to act on your behalf, like an online marketplace platform on which you transact as a seller) to instruct us to hold your funds (including the proceeds of payments you receive using PayPal) in your reserve account.

In such a case we will show you the availability status of those funds in your balance – the status descriptions may differ according to the functionality you used to instruct us to place the hold. We will release the hold on the funds according to the instruction that you (or the entity that you have permitted to act on your behalf) give to us, subject to the rest of this user agreement.

Account Limitations

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 where we have reason to believe that:

- Someone could be using your PayPal account without your knowledge, then we'll limit it for your protection and look into the fraudulent activity.
- Someone has used your card or bank account without your permission, for example if your debit or credit card issuer or bank alerts us to this.
- You have breached this user agreement or violated the **Acceptable Use Policy.**
- Your performance as a seller indicate 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 type, or if your typical sales volume increases rapidly.
- There is a risk of liability (a non-exhaustive list of examples of such risk is set out in the section Actions We May Take If You Engage In Any Restricted Activities above).

We may also limit your PayPal account in order to comply with applicable law.

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

Subject to applicable laws and regulations, we may place a reserve on your PayPal account at any time 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 funds 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 funds that you're required to keep available in your balance at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your PayPal account, the money will be moved to your reserve account and shown as “pending” and we’ll notify you about it.

If we change the reserve due to a change in our risk assessment, we’ll notify you about it as well.

You will undertake, at your own expense, any further action required to establish a reserve or other form of security in a manner reasonably determined by us. This can involve executing any necessary documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest.

PAYPAL USER AGREEMENT

RESOLVING PROBLEMS

We strongly recommend that you monitor your account closely on a regular basis.

If you find a problem…

If you have any reason to believe that there is a problem with your account or our service, follow these steps:

Step 1: Take a few moments to identify the type of problem:

- **Unexpected billing agreement payment**

  This is where you entered into a billing agreement but a payment was sent from your account to another PayPal account under that billing agreement where:

  - you didn’t agree with the recipient in advance the exact payment amount; and
  - the payment amount ended up being more than you could reasonably have expected to pay based on previous charges and the other circumstances.

- **Incorrect payment**

  This is where a payment sent from your account to another PayPal account was not sent as you specified when you asked us to make it (e.g. for the wrong amount, delayed, wrong recipient) or you received such a payment.

- **Security / Fraud problem**
  - **Unauthorised payment**

    This is where a payment sent from your account wasn’t authorised by you (or anyone who’s authorised to make payments for you).

- **Another type of security / fraud problem**

  This is where there was another security or fraud problem, such as:

  - there was some other unauthorised access to your account.
  - your password or PIN was compromised.
  - a device you have used to access our services was lost, stolen or deactivated.

- **Another type of problem**

  This is where there was another type of problem with your account or with our service which is not mentioned above. For instance, we may have made a factual, computational or mathematical error related to your PayPal when you added money to or withdrew money from your PayPal account.

  If a purchase that you paid for with PayPal was not as described or you have not received the purchase, PayPal Buyer Protection, not this section, may apply. Please see the PayPal Buyer Protection section for how to deal with these particular problems.

Step 2: Tell us about the problem

Contact us as soon as possible to tell us about the problem (including the type of problem you are contacting us about so that we can help you as quickly as we can). You can report a problem, initiate a dispute, or respond to a dispute raised by another user in the Resolution Center.

You must give us all the information we reasonably request as to the circumstances of the problem and take all reasonable steps we request to assist us in our investigation.

If you tell us about your problem orally, we may require that you report your problem in writing within 10 **Business Days** after that.

We may provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Statement.

How we will help...

Subject to the rest of this user agreement, we aim to investigate the problem and work with you to resolve it within 60 days. In addition, if your problem is:

- **an unexpected billing agreement payment,** within 10 Business Days after telling us about it we will either:
  - reimburse you for the payment amount; or
  - explain why we cannot reimburse you.

- **an incorrect payment to another Paypal account,** we will:
    - make immediate efforts to trace the payment and notify you of the outcome without charge to you;
    - compensate you as soon as possible (and in any event no later than the end of the Business Day after you tell us about the problem) by putting your account in the state it would have been in had the incorrect payment been sent as actually specified by the sender. This means:
        - If the incorrect payment resulted in you having less money than you would have had if the payment had been made as actually specified, we will credit your account for the difference.
        - If the incorrect payment resulted in you having more money than you would have had if the payment had been made as actually specified, we may debit the extra funds from your account.
    - reimburse you in your account for your losses or damages directly and reasonably foreseeably caused by the incorrect payment.

- **an unauthorised payment to another PayPal account,** as soon as possible (and in any event no later than the end of the Business Day after you tell us about the problem) we will put your account back to where it would have been had the payment never happened. This can include a reimbursement of your payment.

When we can't compensate you...

You are not entitled to any financial compensation from us as outlined above and you will owe to us (and we may reverse from your account) any compensation you have already received from us if:

- You do not give us all the information we reasonably requested as to the circumstances of the problem (including, if you tell us about your problem orally, you fail to comply with our request that you tell us about your problem in writing within 10 **Business Days**);
- You do not take all reasonable steps that we request to assist us in our investigation;
- We can show that you acted fraudulently;
- We can show that circumstances beyond our control (such as fire or flood or loss of internet connection) caused the problem, despite our reasonable precautions;
- We have reason to believe otherwise that there is no problem which entitles you to compensation; or
- In respect of the following specific problems:

Unexpected billing agreement payment	**Incorrect payment**	**Unauthorised payment**
It takes you longer than 8 weeks after the payment	It takes you longer than 13 months after the payment was	It takes you longer than 13 months after the payment

was made to tell us about the problem; or You agreed for us to make your payment and the details were made available to you by us or the merchant at least 4 weeks before the payment was made.	made to tell us about the problem; or We can show that you gave us the wrong payment details; or We can show that the payment was sent as the payer specified when the payer asked us to make it; or Through no fault of ours, you did not have enough PayPal balance to complete the payment; or We can show our system was not working properly and you knew about the breakdown when you started the transaction; or A delay which you claimed caused the incorrect payment actually resulted from PayPal applying a **hold, limitation or reserve under this user agreement**	was made to tell us about the problem; or We can show that the payment was made because you did not keep your account safe either intentionally or with gross negligence (for instance, you very carelessly chose to share your PayPal ID and/or password/PIN with someone else); or There was **another security /fraud problem** and you didn't tell us about it. We will not pay you compensation for any unauthorised payments made from your account before you told us about that problem.

Sometimes we might spot the problem first. If we need to notify you about the problem, we will ordinarily do so through the Secure Messaging Centre, which you need to log into your account to access. If you should take action urgently, we may also use other means such as email to request action.

If a payment was made from us to your funding source by way of mistake, we may correct the mistake by debiting or crediting (as the case may be) your appropriate funding source(s).

Complaints

Reporting disputes between you and PayPal regarding our services

Contact us to report disputes between you and PayPal regarding our services.

If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly.

We will aim to respond to your complaint as quickly as possible. Where your complaint relates to the payment services we provide to you then we expect to respond within 15 business days, however, this may be extended to 35 business days where we are unable to respond for reasons beyond our control. For complaints not related to payment services we will respond to you as quickly as possible and within any time-frames required by law. If there's any delay in our response to your complaint, we'll send you an update and keep you informed of the deadline by which you can expect our response. We shall handle any complaints free of charge.

If you're not happy with the outcome of the complaint process...

If the outcome of any complaint about our services, after completing the complaint escalation process, is not to your satisfaction, you can escalate it by contacting one of the following independent services:

- European Consumer Centre (**ECC-Net**) (if you are a consumer). You may obtain further information regarding the ECC-Net and how to contact them at (**https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint/european-consumer-centres-network_en**).
- Commission de Surveillance du Secteur Financier (CSSF). The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in Luxembourg, like us. You can contact the CSSF at 283 Route d'Arlon, 1150 Luxembourg, Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: **https://www.cssf.lu** or by visiting the EU's Online Dispute Resolution site at **https://ec.europa.eu/consumers/odr**.

PayPal will not charge you a fee for escalating your complaint regarding the provision of payment services to any of the above mentioned independent services.

PAYPAL USER AGREEMENT

Other Legal Terms

Communications Between You and Us

Contact us

You can contact us by:

- writing to us by post at our head office: PayPal (Europe) S.à r.l. et Cie, S.C.A., Attention: Legal Department, 22-24 Boulevard Royal, 2449 Luxembourg, Luxembourg.
- visiting our Contact Us page where you can:
    - click the "Email Us" link to contact us online.
    - click the “Call Us” link for our telephone number if you want to call us.
- emailing us at **enquiry@paypal.com**.

You must send legal notices in connection with this user agreement to us by postal mail.

Notices to you

You agree that we may provide notice or other information to you by posting it on the PayPal website(s) (including the posting of information which is only accessed by you by logging into your account), emailing it to the email address listed in your account, mailing it to the street address listed in your account, calling you by phone, or sending you a “text” / SMS message. You must have internet access and an e-mail account to receive communications and information relating to our services. With the exception of amendments to this user agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the PayPal website(s) or emailed to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. We reserve the right to close your PayPal account if you withdraw your consent to receive electronic communications.

Disclosure of reasons for our actions

Our decision about holds, limitations, reserves and any other actions we take under this user agreement whether they restrict or extend your access to our service, our infrastructure, our websites, our software or our systems (including any networks and servers used to provide any of our services) whether operated by us or on our behalf (including, without limitation, any blockages, limitations, suspensions, terminations, holds 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.

Our Rights

Security interest

To secure your performance of this user agreement, you grant to us a legal claim against the funds in your PayPal account as security for any amount you may owe to us. This is known in legal terms as a “lien” on and “security interest” in your PayPal account.

Inactive Accounts

If your PayPal account is inactive for at least 12 consecutive months, we may charge an annual inactivity fee. Inactive means that you have not logged into your PayPal account or otherwise used your PayPal account to send, receive or withdraw money.

Your liability

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal user, or any third party caused by or arising out of your breach of this user agreement and/or your use of PayPal services irrespective of termination, suspension or closure You agree to reimburse PayPal, a user, or a third party for any and all such liability.

Reimbursement for your liability

You agree that we may set off any of the amounts held in accounts held or controlled by you with any fees, charges or other amounts you owe us and any such amounts you owe to our affiliates as defined in the Indemnification and Limitation of Liability section below (including, without limitation, in respect of any services provided by any such affiliate). In simple terms, our right to set off means that we may deduct such fees, charges or other amounts mentioned in this section from a balance in a PayPal account held or controlled by you.

If there are insufficient funds in your balance to cover your liability, we reserve the right to collect the amount you owe us by deducting the amount (or any part of it) from any payments received in or money you add to your PayPal account. Otherwise you agree to reimburse us through other means. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

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. This is known in legal terms as your "subrogation" or "assignment" to PayPal of your rights against the recipient and third parties related to the payment.

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.

Information about you

We may request information from you as we reasonably require to enable us to facilitate our actions described in this user agreement, reduce the risk of fraud or comply with our regulatory (including anti-money laundering) obligations. You must comply with these requests in a timely fashion. This may involve you faxing, emailing or otherwise providing to us at your own expense identification documents and information about your finance and operations (such as your most recent financial statements and merchant processing statements).

Indemnification and Limitation of Liability

In this section and the Intellectual Property section, we use the term "PayPal" to refer to us (PayPal (Europe) S.à r.l. et Cie, S.C.A.), our parent PayPal Holdings, Inc., our affiliates, and anybody who works for us or them or who is authorised to act on our or their behalf. Our affiliates include each entity that we control, we are controlled by or we are under common control with. Anybody who works for us or our affiliates or who is authorised to act on our or their behalf includes each of our or their respective directors, officers, employees, agents, joint venturers, service providers and suppliers.

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:

- direct or indirect 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 (excluding direct loss of profits), unless and to the extent prohibited by law.

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:

- 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;
- 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;
- 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;
- 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;
- the content, actions, or inactions of third parties;
- a suspension or other action taken with respect to your PayPal account; and/or
- 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.

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 authorised to do so.

PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal services.

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 cheque 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 international mail service.

Some countries do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

We cannot guarantee the accuracy of information contained in our correspondence, reports, on the website(s) and given verbally by our directors, officers and staff in all circumstances and contexts, and no reliance should be placed on such information by you.

You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

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 favour at the time of agreeing to this release.

You alone (not PayPal) are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of our services (for example, in relation to regulated activity, licensed activity, export or import activity, taxes or foreign currency transactions).

Intellectual Property

PayPal's trademarks

"PayPal.com," "PayPal," 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 mischaracterises "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 PayPal's third party service providers. Any other third-party software application you use on PayPal's 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 the PayPal companies 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 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 form, 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.

Governing law and Jurisdiction

This user agreement and the relationship between us is governed by the laws of the Grand Duchy of Luxembourg.

If you bring a claim against us in court, you submit to the non-exclusive jurisdiction of the courts of Luxembourg City. If you are contracting with us as a consumer this does not limit your rights under mandatory regulations, such as consumer protection rights, and for you to bring proceedings before any courts allowed by law, such as the courts at the place where you are domiciled.

Privacy

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

Languages and translation of agreement

We will communicate with you in in the language(s) in which we have made available this user agreement to you.

This user agreement is concluded in Dutch only. Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement.

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

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

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

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

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

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

Resolution and Recovery

This section only applies if you hold a business account with PayPal. You acknowledge and agree that any liability that we may have in connection with your PayPal Account and the PayPal products and services we may provide to you from time to time may be subject to write-down and conversion powers by a competent regulatory authority that supervises us, notwithstanding any term of any other agreement or arrangement between us. This is due to a requirement in a European Union Directive (2014/59/EU) (as transposed into relevant national law) which provides regulatory authorities with such powers to manage the resolution of relevant financial institutions like PayPal. These powers are intended to avoid or reduce the need for governments and taxpayers to bail out relevant failing financial institutions.

By your use of your PayPal Account and any PayPal products and services, you acknowledge and agree to be bound by the effect of such write-down and conversion powers, which include (among others) (a) a reduction, in full or in part, of any amounts that may be due by PayPal to you; (b) a conversion of all, or part of, any such liability into shares in PayPal; (c) a cancellation of any such liability; and (d) a variation of any term of our relevant agreement(s) in connection with your PayPal Account and any PayPal products and services with a view to enable the effective exercise of these powers. For example, the money that PayPal owes you may be converted into PayPal shares instead of being paid to you in cash.

Complete agreement and third party rights

This user agreement sets forth the entire understanding between you and us with respect to our service.

If any provision of this user agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced.

A person who is not a party to this user agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this user agreement (except for the third parties falling under the definition of "PayPal" in the Indemnification and Limitation of Liability section above, in respect of their rights as specified in this user agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that act.

PayPal as Login Method

We may allow you to authenticate with PayPal when you log into certain external websites or mobile apps. If we do so, we may share your login status with any third party enabling you to log in in this way, as well as the personal and other account information that you consent to being shared so that the third party can recognise you. PayPal will not give the third party access to your account and will only make payments from your account to that third party with your specific authorisation and instruction.

If you enable visitors to authenticate with PayPal when they log into your website, app, or your customer accounts, you must agree to any specific terms applicable when this functionality is made available to you, and comply with any specifications in any integration manual or guideline. We do not guarantee or otherwise represent the identity of any user of this login method. We will not share with you the personal and other account information of the user (including login status) held by PayPal unless the user has consented to our disclosure of that information to you.

Corporate Customers

When we refer to "PSD2" in this section we mean the Second EU Payment Services Directive ((EU)2015/2366).

We consider you to be a "Corporate Customer" if, on the date you entered into this user agreement, you are not:

- a consumer, (being an individual acting for purposes other than a trade, business or profession); and
- a micro-enterprise (being an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million EUR).

We and you may agree that certain provisions of PSD2 (as implemented by local law) do not apply to your use of our service if you are a Corporate Customer. If you are a Corporate Customer you agree that:

- you are not entitled to a refund for billing agreement payments;
- where you identify a problem you have up to 60 (sixty) days from the date on which the problem happened to notify us about it, after which time we have no obligation to investigate and refund you;

- we are not obliged to comply with the information requirements set out in Title III of PSD2 and their equivalents in any implementation of PSD2 in member states of the European Economic Area that may apply to you ("PSD2 transpositions"); and
- articles 72 and 89 of PSD2 and equivalent provisions in PSD2 transpositions do not apply to your use of our service, meaning that, even where we may say so otherwise in this user agreement, we are not liable to you for the losses or damage you may suffer under those articles and provisions.

Section numbers and defined words

If other documents (e.g. terms and conditions) refer to section numbers or defined words of this user agreement, please see our **User Agreement Reference Notes** to locate the relevant provision or defined word.