



User Agreement for PayPal Service

This Agreement is a contract between you and PayPal and applies to your use of the Services. **The terms of the Privacy Policy, Acceptable Use Policy, Merchant Referral Bonus Policy and Merchant Gift Vouchers Policy located on the "Legal Agreements" landing page are incorporated by reference into this Agreement and provide additional terms and conditions related to the Services. The terms of the PayPal MasterCard Rewards Programme are also incorporated by reference into this Agreement and apply to your use of PayPal Credit.** A copy of these terms will be provided to you when you are successfully approved for PayPal Credit. This Agreement, together with other legal terms and legally required disclosures relating to your use of the PayPal Service will be provided to you, at all times on the PayPal website(s) (typically located on the "Legal Agreements" landing page). This information may also be sent to you or appear in places on the PayPal website(s) or otherwise where relevant to your use of the PayPal Services.

By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement (including the policies and reward terms referred to above). This Agreement is provided to you and concluded in English. You agree that any use by you of the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records. We last modified this Agreement on 14 October 2009.

Versions to print or download and save

[User Agreement](#)
(PDF - 271 KB).

[Key Payment and Service Information](#)
(PDF - 134 KB).

To view PDF documents download [Adobe Reader](#).

IMPORTANT

This is an important document which you must consider carefully when choosing whether to use the Services at any time. Please read the terms of this Agreement carefully before agreeing to it. This Agreement also highlights certain risks on using the Services together with guidance on how to safely carry out online payments via PayPal.

Please note the following risks and key terms applicable to your use of the PayPal Services:

Risk of payment reversals

Payments received in your PayPal Account may be reversed at a later time, for example, if such a payment is subject to a Chargeback, Reversal, Claim or otherwise invalidated. This means that for some of our sellers, payments received into their Account may be returned to the sender or otherwise removed from their Account after they have been paid and/or delivered any goods or services sold.

A key eligibility requirement of the Seller Protection Programme is that the seller must post the item to the address which appears on the transaction details page. If the item is delivered in person or if a seller posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift" address) then you will not be eligible for re-imbusement under the terms of the programme.

You can help protect yourself from the risks of a payment being reversed from your Account by following the criteria set out in the PayPal Seller Protection Programme and by following the other guidance provided to sellers as set out in the "Security Centre" accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds for up to 180 Days if you violate this Agreement including the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.

Risk of payments being held by PayPal

Please note that although you may only have one PayPal Account, your Account has two separate and distinct functionalities, the payment functionality and the reserve functionality. Your ability to access funds in your Account and to execute payment transactions from your Account will depend upon which functionality the funds are subject to at any given time. For the purposes of this Agreement:

- The element of your Account which constitutes the payment functionality will be known as the "Payment Account". The Payment Account is the operational part of your Account through which you have access to funds and which can be used for the execution of payment transactions.
- The element of your Account which constitutes the reserve functionality will be known as the "Reserve Account". Your access

to the Reserve Account is restricted and you have no ability to access funds in the Reserve Account or to execute payment transactions over funds in the Reserve Account. Funds held in the Reserve Account may be marked, for example, "Pending", "Uncleared", "Held".

Examples of when funds may be held by PayPal to mitigate risks include when those funds are subject to:

- an eCheque, Add funds or Top-up bank transfer payment (see section 3.7)
- Merchant processing delay (see section 3.9)
- Reserve (see section 10.4)
- Payment review (see section 4.3)
- Payment Hold (see section 10.5)
- Restricted Activity and actions taken by PayPal (see sections 9 and 10)

Disputes

If you wish to open a Dispute through PayPal's Online Resolution Centre you must do so within 45 days of making your payment.

Payment execution

Please note that PayPal will execute a valid Payment Order made by you through your Payment Account and credit the payment service provider of the person you are sending your payment to within 3 Business Days following the date you gave us your valid Payment Order. This execution time is subject to certain conditions and more detail around execution of Payment Orders is set out in section 3.1 of this Agreement.

You must consider such risks and guidance when using PayPal.

This Agreement contains fifteen sections, and you may go directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalised terms have specific definitions, and we have provided them in section 15 or otherwise in the text of this Agreement. You will also find underlined words in this Agreement and on our website that hyperlink to relevant information.

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1. Our Relationship With You

1.1 PayPal is only a Payment Service Provider.

PayPal (Europe) S.à r.l. & Cie, S.C.A. (R.C.S. Luxembourg B 118 349) is duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended (the "Law") and is under the prudential supervision of the Luxembourg supervisory authority, the *Commission de Surveillance du Secteur Financier*

PayPal's main business is the issuance of E-money and the provision of services closely related to the issuance of E-money. A description of the main characteristics of the PayPal Service is set out in the Key Payment and Service Information document which is accessible via the Legal Agreements link of each page of the PayPal website(s). Since the service is limited to E-money, which does not qualify as a deposit or an investment service in the sense of the Law, **you are not protected by the Luxembourg deposit guarantee schemes provided by the *Association pour la Garantie des Dépôts Luxembourg* (AGDL)**. PayPal enables you to make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes. PayPal does not have control of nor assumes the liability or legality for the products or services that are paid for with our Service. We do not guarantee the identity of any User or ensure that a buyer or a seller will complete a transaction. Please note that there are risks of dealing with underage persons or people acting under false pretence.

1.2 Your Privacy. Protecting your privacy is very important to PayPal. Please review our [Privacy Policy](#) in order to better understand our

commitment to maintaining your privacy, as well as our use and disclosure of your Information.

1.3 Intellectual Property. The URLs representing the PayPal website(s), "PayPal," and all related logos of our products and services described in our website(s) are either copyrighted by PayPal, trademarks or registered trademarks of PayPal or its licensors. In addition, all page headers, custom graphics, button icons, and scripts are either copyrighted by PayPal, service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programmes without prior written consent for the purpose of directing web traffic to the Service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the Service or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website and any content thereon is the exclusive property of PayPal and its licensors.

1.4 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. You are not permitted to transfer your Account to a third party. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Account under section 7.1.

1.5 Notices to You. We will communicate with you in the language(s) in which we have made available this Agreement to you. You agree that PayPal 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 the Services. With the exception of amendments to this 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. You may request a copy of any legally required disclosures (including this 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) and you may terminate your consent to receive required disclosures through electronic communications by contacting PayPal as described in section 1.6 below. PayPal may charge you a Records Request Fee (per section 8) to provide a paper copy. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic communications.

1.6 Notices to PayPal. Notices to PayPal made in connection with this Agreement must be sent by postal mail to PayPal's head office: PayPal (Europe) S.à r.l. & Cie, S.C.A. Attention: Legal Department 22-24 Boulevard Royal L-2449, Luxembourg.

1.7 Transaction History. Unless your Account is restricted, you can access your details of executed payment transactions and other information relating to your Account transaction history and Balance by logging into your Account and clicking on the "History" tab. See section 5.1 of this Agreement for more information about accessing your Account information. You agree to review your transactions through your Account History instead of receiving periodic statements by mail.

1.8 Amendments to this Agreement. We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account (as set out in section 8) (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the PayPal website(s). A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change relates to the addition of a new service, extra functionality to the existing Service or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities. In such instances, the change will be made without notice to you and shall be effective immediately upon giving notice of it.

If you do not accept any Change, you must close your Account following the account closure procedure set out in section 7.1. If you do not object to a Change by closing your Account within the 2 month notice period, you will be deemed to have accepted it. While you may close your Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement and please further note our rights under section 10.3 (Account closure and limited access).

2. Eligibility and Types of Accounts

2.1 Eligibility. To be eligible for our Services, you must be at least 18 years old and a resident of one of the countries listed on the [PayPal Worldwide](#) page. You further represent and warrant to us that if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary. This Agreement applies only to Users who are residents of the United Kingdom and all other European Union countries except Germany, Austria, France, Italy, Spain, The Netherlands, Belgium, Poland and the Vatican City. If you are a resident of another country, you may access your agreement from the PayPal website(s) in your country (if applicable).

2.2 Personal, Premier and Business Accounts. We offer three different types of Accounts: Personal, Premier and Business Accounts. You may only hold one Personal Account and either one Premier or one Business Account. By opening a Premier or Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes. You agree that your Account comprises the Payment Account and the Reserve Account.

2.3 Verified status.

- To obtain verified status you must complete the following steps depending on your Account status: For UK customers

Personal Account holders: Either:

- Set up Direct Debit and complete the Random Deposit Process; or
- Be successfully approved for and activate PayPal Credit.

Premier/Business Account holders: Either:

- Set up Direct Debit; complete the Random Deposit Process; and provide supplemental business information; or
- Be successfully approved for and activate PayPal Credit; and provide supplemental business information.

For non PayPal localised European countries customers: add a credit card and complete the Link and Confirm Card process.

- By highlighting a user as "Verified" PayPal is only representing that the Verified user has completed the steps set out in section 2.3(a). Further to section 1.1 and by attributing verified status to a user, PayPal is not guaranteeing, undertaking nor otherwise representing that a verified user will complete a commercial transaction.

3. Sending Money

3.1 Our execution of your Payment Orders. Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account and credit the payment service provider of the person you are sending your payment to, within 3 Business Days following the date you gave us, and we received your valid Payment Order, this is subject to you providing us with:

- your Payment Order before 4pm (local time of the country where your Account is registered) on a Business Day. If you provide us with your Payment Order after this time or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day;
- a correct Unique Identifier or other valid details of the recipient or you as PayPal or the person you are paying may reasonably request from you when you complete the details to make the Payment Order;
- all mandatory information requested in the relevant payment or checkout flows;
- (if required), details of your valid Funding Source(s) that have sufficient funds to make the payment;
- valid consent to authorise your Payment Order, such valid consent is provided when you:
 - click the "Pay" or "Continue" or other button in the sections of the PayPal website(s) or PayPal checkouts which permit you to send us a Payment Order after you have submitted your correct log-in information (eg e-mail and password) and successfully logged into your PayPal Account; and/or
 - have set up a third party initiated payment Authorisation in which you have agreed with a merchant or other third party to provide an advance Authorisation to allow that merchant or third party to collect or otherwise direct payment of funds from your PayPal Account; and/or
 - instruct us to make a payment in any other way which we may notify you when making the Payment Order from time to time.

Our obligation to execute payment orders within 3 Business Days following the date you gave us your valid Payment Order only applies to payments executed: between Users with registered Accounts in the European Economic Area ("EEA"); and in the currency of Pounds Sterling, Euro or the currency of the EEA State that has not adopted Euro as its currency. Once your Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction, with the exception that you are able to cancel a Recurring Payment provided that you do so before the end of the Business Day which falls on the day before the next recurring payment is due to be made. We are under no obligation to execute your Payment Order if you do not have sufficient funds. PayPal reserves the right not to effect a payment made by you until it receives cleared funds.

3.2 Sending Limits. The transaction sending limit on your Account is £1,000 (or €1,500 Euro for applicable non UK Users) per calendar year starting from the date that payment activity first took place on your Account. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service. You can view your sending limit, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page.

3.3 Lifting your sending limit. In order to lift your sending limit, you must complete the steps set out below.

- In the UK:** 1) Either: set up Direct Debit and complete the Random Deposit Process; or be successfully approved for and activate PayPal Credit and 2) if you hold a Business or Premier Account, you will also need to provide business information. If you wish to lift the sending limit on your card linked to your Account you will also be required to confirm your location via your telephone or post; or complete the Link and Confirm Card process.

- b. **In other non PayPal localised European countries:** add a credit card and complete the Link and Confirm Card process.

3.4 Default Funding Sources. When you make a payment you authorise us to obtain funds on your behalf from your applicable Funding Source, to issue E-money and to transfer the E-money to the recipient or to your Balance in each case according to your instructions and subject to the terms of this Agreement. PayPal will fund your transaction as follows:

Balance	If you have a Balance in your Account, PayPal will always use your Balance to fund your payment.
Funding Sources	<p>If you do not have a Balance, or your Balance is not sufficient to fund your entire transaction, PayPal will fund your transaction, or the remainder of your transaction, in the following order:</p> <ul style="list-style-type: none"> ● Balance (if any) ● Instant Transfer from your bank account ● PayPal Credit ● Debit card / credit card ● eCheque
Recurring Payments	If you have a Balance at the time the merchant processes your payment, PayPal will use your Balance instead of your Preferred Funding Source.
Merchant Processing Delay	If there is a Merchant Processing Delay and you have a Balance at the time the merchant processes your payment and completes the transaction, PayPal will use your Balance instead of your Preferred Funding Source.

3.5 Preferred Funding Source. If you would like to select a Preferred Funding Source you may do so in these instances:

- a. Each time you make a payment, you may select a Preferred Funding Source. You may do so on the “Review Your Payment” page by clicking on the link to change your payment method and selecting from the available funding options. You may also set PayPal Credit as your Preferred Funding Source for all future payments in your Account profile and where available in certain payment checkout webpages.
- b. In your Account Profile – Recurring Payments. If you have set up a Recurring or Automatic Payment, or authorise a merchant to collect payments from your PayPal Account, you may select a Preferred Funding Source for all future payments to the merchant. You may do so by logging in to your Account, selecting “Profile”, selecting “Recurring Payments” or “Pay List”, and then by selecting the links to set a Preferred Funding Source (may be called “Backup Funding Source”).
- c. Limitations. If you have a Balance in your PayPal Account, PayPal will use your Balance instead of your Preferred Funding Source, unless your Preferred Funding Source is eCheque or PayPal Credit. If you have a Balance and do not want to use it to fund your next payment, you must withdraw from your Balance before initiating your next payment.
- d. Quick Pay. If you select “Quick Pay” for your PayPal Mobile payments, you will not be able to select a Preferred Funding Source for your future PayPal Mobile payments made with Quick Pay. You may cancel your “Quick Pay” setting at any time from your mobile phone.

3.6 Funding Source Limitations. In order to manage risk, PayPal may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will alert you that there is a higher than normal level of risk associated with the payment (for example and without limitation, a risk that the payment may be challenged to be unauthorised). Such a notice does not mean that either party to the transaction is acting in a dishonest or fraudulent manner. It means there may be a higher than normal level of risk associated with the payment. You may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory (for instance, if one of your Funding Sources is your credit card but, as a result of a limitation of Funding Sources, you cannot fund your PayPal payment by credit card, you will not have chargeback rights for the PayPal payment).

3.7 Bank Transfers. When Instant Transfer, eCheque or a “top-up” bank transfer is used as your Funding Source, or when you initiate an Add Funds transaction, you are requesting an electronic transfer from your bank account. For these transactions, you agree the following:

- a. **eCheque.** An eCheque payment involves the execution of the following two interrelated and consecutive Payment Orders made by you: (1) a Payment Order that instructs your bank to pay PayPal; and (2) a Payment Order that instructs PayPal to pay the recipient from your Payment Account. You agree that once PayPal receives the funds from your bank that PayPal may hold those funds in your Reserve Account and those funds will not be made available to you in your Payment Account to trigger the execution of the second Payment Order until the Business Day that PayPal has deemed that the risk of the first payment being reversed has passed. The risk that the first payment made be reversed is due to the bank notifying us that there were insufficient funds in your bank account to execute the first Payment Order (“**NSF Risk**”). Until both Payment Orders are completed the funds will be held in your Reserve Account and the transaction will appear to you as “Uncleared” in your Account details. PayPal does not consider that the funds from the first Payment Order are at its disposal, enabling such funds to be made available to you in your Payment Account to trigger the

second Payment Order, until the NSF Risk has passed. Further, PayPal is not in possession of all the information necessary to place the funds at the recipient's disposal in their Payment Account until the NSF risk has been determined by PayPal to pass.

- b. **Top-up bank transfer and Add funds.** A "Top-up bank transfer" is a payment where you instruct your bank to make a payment to PayPal's bank account. This instruction is made by you contacting your bank directly and providing the bank with PayPal's bank account details. You agree that once PayPal receives the funds from your bank that PayPal may hold those funds until the Business Day that PayPal has determined that the risk of the payment being reversed due to NSF Risk has passed. An "Add funds" transaction allows you to add funds to your Account Balance from your bank account. It involves the execution of a Payment Order that instructs your bank to pay PayPal. You agree that once PayPal receives the funds from your bank that those funds will be held in your Reserve Account until the Business Day that PayPal has deemed that the risk of the payment being reversed due to NSF Risk has passed. Until the Payment Order is completed the transaction will appear as "Uncleared" in your Account details. PayPal is not in possession of all the information necessary to place the funds from a Top-up bank transfer or Add funds Payment Order at your disposal in your Payment Account until the NSF Risk has passed.

3.8 Refused Transactions. When you send E-money and although the E-money is available to the recipient, the recipient is not required to accept it. You agree that you will not hold PayPal liable for any damages resulting from a recipient's decision not to accept a payment made through the Service. We will:

- a. Quickly return any refunded or denied payment to your Balance or as appropriate, your original Funding Source; and
- b. return any unclaimed payment to your Balance within 30 Days after the date you initiated the payment.

PayPal will make electronic transfers via ACH from your bank account in the amount you specify through a mechanism called Automated Clearing House (or ACH for short). You agree that such requests by you for PayPal to make electronic transfers from your bank account constitute your authorisation to PayPal to make the transfers and once you have provided your authorisation for the transfer, you will not be able to cancel the electronic transfer. PayPal reserves the right to require you to fund your requested payment by eCheque to mitigate risk associated with your Payment Order. You give PayPal the right to resubmit any ACH debit you authorised that is returned for insufficient or uncollected funds.

3.9 Merchant Processing Delay. When you send a payment to certain merchants, you are providing an Authorisation to the merchant to process your payment and complete the transaction. Some merchants may delay processing your payment. In such an instance, your Authorisation will remain valid for up to 30 Days. If you have a positive Balance at the time you made your Authorisation, you agree that PayPal may hold the amount of your Balance which forms the payment in your Reserve Account. The payment will be held as pending in your Reserve Account until the merchant completes the processing of your payment. If your payment requires a currency conversion by us, the exchange rate (which includes a Currency Conversion Fee) will be determined at the time the merchant processes your payment and completes the transaction. Between the time you authorise a payment and the time the payment is processed, the merchant may amend the payment amount (for example, to account for taxes, postage or amendments to the purchase you made with the merchant). You agree, at the time of Authorisation, to authorise a payment to be made to the merchant up to the amount which is highlighted as being the 'maximum amount' (or similar) on the payment authorisation page. This is to include any additional amounts which may be payable by you to the merchant, as subsequently agreed by you and the merchant. You further agree that we are not required to verify this additional amount with you at the time the payment is transferred and that we may transfer any amount up to the 'maximum amount' (or similar) on the basis of your Authorisation and upon receiving instructions from the merchant of the final payment amount.

3.10 Third party initiated payments (including Recurring Payments). A third party initiated payment is a payment in which you provide an advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account. One example of this type of payment is a "Recurring Payment" which is a third party initiated payment that can be managed via your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time, sporadic, or recurring basis until you cancel your arrangement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per section 8) will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates. Third parties who present us with a payment request under this provision warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts). Third parties who present us with a payment request under this provision also agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment. For Recurring Payments, you will have the option of selecting a Preferred Funding Source. If you do not select a Preferred Funding Source then the Default Funding Sources will apply. Recurring Payments are sometimes called "subscriptions", "preapproved payments" or "automatic payments". You agree that you can not request a refund from PayPal for a variable Recurring Payment unless:

- the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case;

- your consent to the making of the Recurring Payment was not given as set out in section 3.1(c);
- the information relating to the Recurring Payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant;
- you notify us of the request within 8 weeks from the date the payment was made; and
- you comply with our requests to obtain information which we reasonably require to review the circumstances of the case.

3.11 Cancelling Recurring Payments. You may cancel a Recurring Payment at any time up to 1 Business Day prior to the date the payment is scheduled to be made. To cancel a Recurring Payment, log in to your Account, access the “My Account” tab, then access the “Profile” tab, then access the “Financial Information” column and click on “Pay List” or “Recurring Payments” and follow the instructions to cancel the payment. Please keep in mind that Recurring Payments are sometimes referred to as subscriptions or preapproved payments. In addition, if you cancel a Recurring Payment you may still be liable to the merchant for the payment and be required to pay the merchant through alternative means.

3.12 Sending E-money in Multiple Currencies. You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Argentine Peso, Australian Dollars, Brazilian Real, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Philippine Peso, Polish Zloty, Singapore Dollar, Swedish Krona, Swiss Franc, Thai Baht and Taiwan New Dollar. There may be some restrictions with regard to where you can send certain currencies. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant’s requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send E-money in a currency that is not your primary currency, we follow these practices:

- a. If you have a Balance in the requested currency, we will fund your transaction from your Balance.
- b. If you have a Balance in a different currency, we will perform a currency conversion and use it to fund your transaction.
- c. If you do not have a Balance, we will fund your transaction through your Default Funding Sources.

The Currency Conversion Fee in section 8 of this Agreement will apply whenever PayPal performs a currency conversion. Where a currency conversion is offered by PayPal at the point of sale you will be shown the exchange rate that will be applied to the transaction before you proceed with authorising the payment transaction. By proceeding with your authorisation of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate. Where a currency conversion is offered at the point of sale by the merchant, not by PayPal, and you choose to 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.

3.13 PayPal Mobile.

PayPal Mobile is a service that allows you to send and receive payments and review your Balance via your mobile phone. PayPal Mobile may be unavailable outside the United Kingdom and/or with some phone service providers. There are restrictions on the type of Funding Source you can use to make a payment via PayPal Mobile. You agree that you are the holder of the telephone numbers which you register for PayPal Mobile and that you will inform us immediately by calling Customer Service (contact details can be found in the PayPal Help Centre and by logging into your Account) if you change your phone number or lose your phone. If you do not tell us and we continue to send SMS messages to your invalid phone, we cannot be held responsible in those circumstances. You are responsible for any charges made by your phone service provider or any other third party in relation to your use of PayPal Mobile such as charges for SMS or data services. Your phone service provider is not the provider of the PayPal Services. You acknowledge and agree that if you use the PayPal Mobile Text to Buy service, we will disclose to certain merchants your address details (which you agree to keep valid) to allow the goods and/or services ordered to be sent to you.

3.14 Card information.

If your Card account number changes or your card expiration date changes, we may acquire that information from our financial services partner(s) and update your Account accordingly.

4. Receiving Money

4.1 Lifting your receiving limit. The transaction receiving limit on your Account is £1,700 (or 2,500 Euro for applicable non-UK Users) per calendar year starting from the date that payment activity first took place on your Account. In order to lift your receiving limit, you must complete the steps set out below.

- a. **In the UK:** 1) Either: set up Direct Debit and complete the Random Deposit Process, or be successfully approved for and activate PayPal Credit; and 2) confirm your location (whether via our automated process, your telephone or post) and 3) for Premier and Business Account holders, provide supplemental business information.
- b. **In all other non-PayPal localised European countries:** 1) add a credit card and complete the Link and Confirm Card process; 2) for Business and Premier Account holders, provide supplemental business information and 3) provide us with further documents in a manner and form which we may reasonable request.

You can find more information about the Link and Confirm Card process in the PayPal Help Centre which is located on the PayPal website.

4.2 Use of PayPal on eBay. Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept PayPal payments via all PayPal funding sources from a buyer, including but not limited to eCheque and credit cards.
- c. Accept cross border PayPal transactions which are permitted by PayPal if the eBay listing offers postage outside the place where you are registered.

4.3 Payment Review. Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions. This may be because PayPal has the reasonable suspicion that a buyer's Payment Instrument and/or Account are being used in relation to Restricted Activities (as set out in section 9) or for other reasons as determined by us in our reasonable discretion. If a payment is subject to Payment Review, PayPal will:

- a. execute the Payment Order initiated by the buyer;
- b. in PayPal's discretion, immediately upon such execution restrict the buyer's Payment Instrument;
- c. place a hold on the payment, meaning the funds are held in the seller's Reserve Account;
- d. provide notice to the seller to delay the shipping of the item purchased by the buyer; and
- e. conduct its review of the payment.

PayPal is not in possession of all the information necessary to place the funds at the seller's disposal in the seller's Payment Account until the Payment Review is complete and PayPal has found the payment to be in order. Where a Payment Review finds problem with the payment, the payment will be reversed and the funds returned to the buyer from the seller's Reserve Account. All payments that complete Payment Review are still subject to being reversed under the terms of this Agreement but will be Seller Protection Eligible if they meet the Seller Protection Policy 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 not a review nor a representation by PayPal as to the commercial dealings or character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person.

4.4 Risk of Reversals, Chargebacks and Claims. The receipt of a payment into your PayPal Account does not equate to the receipt of cleared funds. A notification that E-money has been sent to you, does not amount to a receipt of E-money in your Account unless you have accepted the payment. You acknowledge and agree that a payment transaction is completed and received by you even if it becomes subject to a Reversal, Chargeback, Claim, Reserve or hold. When you receive a payment, you are liable to PayPal for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. In addition to any other liability, if there is a Reversal, or if you lose a Chargeback or Claim and you are not entitled to a payment under the Seller Protection Programme, you will owe PayPal an amount equal to the Reversal, Chargeback or Claim and our Fees per section 8 (including a Chargeback Fee if applicable) and PayPal will debit your Balance to recover such an amount. If a sender of a payment files a Chargeback, the credit card company, not PayPal, will determine who wins the 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.

4.5 Non discouragement. In representations to your customers or in public communications, you agree not to mischaracterise or disparage PayPal as a payment method. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you. You further agree that if you do charge a buyer any form of surcharge that you, and not PayPal, will inform the buyer of the requested charge. PayPal has no liability to any buyer where you have failed to inform the buyer of any surcharge. You acknowledge that if you are permitted to surcharge and your further fail to disclose any form of surcharge to a buyer this may constitute a criminal offence by you.

4.6 Receiving Money in Multiple Currencies. You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. If you already maintain a Balance in the currency in which you receive a payment, we will credit all payments received in that currency to your Balance. If you receive a payment in a currency for which you do not have a Balance, the payment will remain pending and we will ask you to manually accept or refuse the payment unless you have a Premier or Business Account and have already established a preference in your Profile to automatically accept payments in that currency. Where you (not PayPal) offer a currency conversion at the point of sale, 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.

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

4.8 Your Refund Policy and Privacy Policy. We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website.

5. Account Balances and transaction information

5.1 Balances and transaction information. You may check your Balance by logging into your Account. Key information relating to your payments will be provided to you via e-mail and your transaction history will also be updated and made available to you at any time by logging into your Account. You will also be able to access a downloadable report via the "History" section of your Account. The "History" section will also show all Fees incurred and any other amounts charged to your Account in the relevant period. The "History" will only be updated and made available if there has been any activity on your Account or any Fees have been incurred in the relevant period. PayPal reserves 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. 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. PayPal will ensure that the details of each transaction will be made available for you to view online for at least 13 months from when it is first made available. You do not need to maintain a Balance in your Account in order to make payments. A Balance will be created whenever you use the Service to make either a Bank Funded Payment or a Card Funded Payment. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-Money and not a deposit.

5.2 Amounts you owe us and Multiple Currencies. If one of the currency Balances in your Account shows that you owe us an amount of funds for any reason, PayPal may set-off the amount you owe us by using funds you maintain in a different currency Balance or by deducting amounts you owe PayPal 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 Balance that reflects an amount owing to us that is not in Euros, PayPal will convert the amount you owe us to Euros (the Exchange Rate & Fee will be applied to any conversion).

5.3 Risks of Maintaining Balances in Multiple Currencies. You are responsible for all risks associated with maintaining Balances in multiple currencies (including, without limitation, the risk that the value of these Balances will fluctuate as exchange rates change, which over time may result in a significant decrease in the value of the Balances). You agree that you will not attempt to use multiple currencies for speculative trading.

5.4 Set-off of Balances. 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 owing to us and payable by you or to pay eBay any amounts that are past due for a period of 180 Days. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this section from an Account Balance held or controlled by you.

5.5 Security Interest. To secure your performance of this Agreement, you grant to PayPal a legal claim against the proceeds of your 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 Account.

6. Withdrawing/Redeeming E- money

6.1 How to Withdraw/Redeem E-money. You may withdraw funds by electronically transferring them to your bank account or if you are a registered user of a Credit Card Withdrawal Region, your branded MasterCard or Visa card. Some jurisdictions may permit you to withdraw funds to either your bank account or your card. The bank account into which you request the redemption of E-money must be denominated in the home currency of your Account. For the purposes of redemption, Balances are deemed to be held in your home currency.

6.2 Withdrawal/Redemption Limits. There is a limit on the minimum value of E-money that you are able to redeem which is at least £6.00GBP for UK customers and 10 Euros (or currency equivalent). You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. The withdrawal limit on your Account is £500 (or 750 Euros for non UK Users) per month (reset each month following the date you first opened your Account) or if this limit is not reached, £650 (or 1,000 Euro for applicable non-UK Users) per calendar year starting from the date that payment activity first took place on your Account. You can view your withdrawal limit, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1, however, we may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place ("**Redemption Risk**"). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order. When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 3.1 once we determine the Redemption Risk has passed. If we release the restriction and/or proceed to process your withdrawal, you agree that the date of your Payment Order will start on the Business Day the restriction was lifted.

6.3 Lifting your withdrawal limit. In order to lift your withdrawal limit, you must complete the steps set out below.

- a. **In the UK:** 1) Either: set up Direct Debit and complete the Random Deposit Process, or be successfully approved for and activate PayPal Credit; and 2) confirm your location (whether via our automated process, your telephone or by post) and 3) for Premier and Business Account holders provide supplemental business information.
- b. **In all other non-PayPal localised European countries:** add a credit card and complete the Link and Confirm Card process.

6.4 Withdrawing Money in Multiple Currencies. If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but, unless otherwise agreed, the withdrawal will take place in your home currency.

6.5 Quick Draw. If you are a UK registered User and have a Pound Sterling Balance and you elect to do so, PayPal will execute a valid Payment Order made by you to withdraw funds in the currency of Pounds Sterling through your Payment Account and credit your bank within 2 Business Days following the date you gave PayPal your valid Payment Order. PayPal may charge the Quick Draw fees set out in section 8 for the execution of such Payment Order.

7. Term and closing Your Account

7.1 Term and How to Close Your Account. The term of this Agreement is for a period of time when you successfully register for a PayPal account until this Agreement is terminated for whatever reason. Subject to section 7.2, you may close your Account and terminate this Agreement at any time by logging in to your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes. You must withdraw your Balance prior to closing your Account. You can find out more about closing your Account in the PayPal Help Centre which is accessed via the PayPal website.

7.2 Limitations on Closing Your Account. You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect PayPal or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities of whatever nature. You will remain liable for all obligations related to your Account even after the Account is closed.

7.3 Unclaimed Balances on Dormant Accounts. Subject to the remainder of this section, E-money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of three years it will be closed. After closure, we will use the information you have provided us to try to send you any funds in redemption of the E-money in your Account. If that information is not correct and we are unable to complete the payment to you, we will then deposit your E-money with the Luxembourg Caisse de Consignation according to Luxembourg law. The contact details for the Luxembourg *Caisse de Consignation* are: Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg, Tel: (+352) 2478-2478, Fax: (+352) 46 72 62.

8. Fees

Fees depend on whether you are making a commercial transaction or a personal transaction. A **commercial transaction** involves buying and selling goods and services, or payments received when you "request money" using PayPal. A **personal transaction** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a personal transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for personal transactions. Please note that you cannot send money for a PayPal personal transaction from some countries, including Germany or China.

A **domestic transaction** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region. A **cross border transaction** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

Fees for Users registered in the UK and certain *other European Countries are set out below. *For this purpose, the certain **other European Countries** are those countries in the European Union in which the PayPal Service is made available other than: Austria, Belgium, France, Germany, Italy, The Netherlands, Poland, Spain, the UK and the Vatican City. For Users with a PayPal Account registered in a region which is not the UK or one of the other European Countries*, then for the avoidance of doubt, those Users will be liable to PayPal for the fees as set out in the terms of the User Agreement relevant to that other region or as set out in the Fee Table available from the "footer" of each page of the PayPal website applicable to the country where the User is registered. If other Fees apply for services or functionalities not referred to below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

Note: reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

Personal Transactions

The personal transaction fee will be shown at the time of payment.

Domestic personal transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card
			3.4% + Fixed Fee (see table below)

Domestic personal transaction	Sending or Receiving	Free (when no currency conversion is involved)	<p>Either the sender or the recipient pays the fee. Not both.</p> <p>In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.</p>
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Cross-border personal transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card						
Cross border personal transactions	Sending or Receiving	<p>Important: this fee is based on the country of the recipient's registered PayPal Account.</p> <p>Either the sender or the recipient pays the fee. Not both.</p> <p>In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.</p> <p>Recipient's Country:</p> <p>UK: 0.5%</p> <p>Poland 1%</p> <p>*Other European Countries: 0.5%</p> <p>Australia 1%</p> <p>Canada 1%</p> <p>China 0%</p> <p>Germany 2%</p> <p>Hong Kong 0%</p> <p>Singapore 0%</p> <p>Taiwan 0%</p> <p>U.S 1%</p> <p>Elsewhere 0.5%</p> <p>Note: This fee will not be charged if a Euro payment is made between Accounts registered in the European Union or EEA.</p>	<p>Important: this fee is based on the country of the recipient's registered PayPal Account.</p> <p>Either the sender or the recipient pays the fee. Not both.</p> <p>In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.</p> <p>Recipient's Country:</p> <p>UK: 3.9% + Fixed Fee (see table below)</p> <p>*Other European Countries: 3.9% + Fixed Fee</p> <p>Australia 3.4% + Fixed Fee</p> <p>Canada 3.9% + Fixed Fee</p> <p>China 0.0% + Fixed Fee</p> <p>Germany 3.9% + Fixed Fee</p> <p>Hong Kong 3.4% + Fixed Fee</p> <p>Singapore 3.4% + Fixed Fee</p> <p>Taiwan 3.4% + Fixed Fee</p> <p>U.S. 3.9% + Fixed Fee</p> <p>Elsewhere 3.9% + Fixed Fee</p> <p>Note: Cross border Euro payments made between Accounts registered in the European Union or EEA will receive a half percentage point reduction in the variable amount of the cross border fee.</p>						
		<p>The Fixed Fee is based on the currency received as follows:</p> <table border="1"> <tr> <td>Argentine Peso</td> <td>2.00 ARS</td> </tr> <tr> <td>Australian Dollar:</td> <td>\$0.30 AUD</td> </tr> <tr> <td>Brazilian Real</td> <td>0.40 BRL</td> </tr> <tr> <td>Canadian Dollar:</td> <td>\$0.30 CAD</td> </tr> </table>		Argentine Peso	2.00 ARS	Australian Dollar:	\$0.30 AUD	Brazilian Real	0.40 BRL
Argentine Peso	2.00 ARS								
Australian Dollar:	\$0.30 AUD								
Brazilian Real	0.40 BRL								
Canadian Dollar:	\$0.30 CAD								

Fixed Fee (based on currency received)	Czech Koruna:	10.00 CZK
	Danish Koruna:	2.60 DKK
	Euro:	€0.35 EUR
	Hong Kong Dollar:	\$2.35 HKD
	Hungarian Forint:	90 HUF
	Israeli Shekel:	1.20 ILS
	Japanese Yen:	¥40 JPY
	Mexican Peso:	4.00 MXN
	New Zealand Dollar:	\$0.45 NZD
	Norwegian Krone:	2.80 NOK
	Philippine Peso:	15.00 PHP
	Polish Zlotych:	1.35 PLN
	Singapore Dollar:	\$0.50 SGD
	Swedish Krona:	3.25 SEK
	Swiss Franc:	0.55 CHF
	Thai Baht:	11.00 THB
	Taiwan New Dollar	10.00 TWD
U.K. Pounds Sterling:	£0.20 GBP	
U.S. Dollar:	\$0.30 USD	

Commercial Transactions

Activity	Fee
Sending (Buying)	Free (when no currency conversion is involved)
Receiving (Selling) for domestic payments	<p>UK and other European Country* Standard rates:</p> <p>3.4% + Fixed Fee (see table below)</p> <p>Merchant rate (requires one-time application, qualifying monthly sales volume, and account in good standing, see "Merchant Rate" page):</p> <p>UK Merchant rates:</p> <p>From 1.4% to 2.9% + Fixed Fee</p> <p>Other European Country* Merchant rates:</p> <p>From 1.9% to 2.9% + Fixed Fee</p> <p>Luxembourg Merchant rates:</p> <p>From 1.5% to 2.9% + Fixed Fee</p>
	<p>UK and other European Country* Standard rates:</p> <p>3.9% + Fixed Fee (see table below)</p>

Receiving (Selling) for
cross-border payments

Merchant rate (requires one-time application, qualifying monthly sales volume, and account in good standing, see "Merchant Rate" page):

UK Merchant rates:

From 1.9% to 3.4% + Fixed Fee

Other European Country* Merchant rates:

From 2.4% to 3.4% + Fixed Fee

Luxembourg Merchant rates:

From 2.4% to 3.4% + Fixed Fee

Note: Cross border Euro payments made between Accounts registered in the European Union or EEA will receive a half percentage point reduction in the variable amount of the cross border fee.

The Fixed Fee is based on the currency received as follows:

Argentine Peso	2.00 ARS
Australian Dollar:	\$0.30 AUD
Brazilian Real	0.40 BRL
Canadian Dollar:	\$0.30 CAD
Czech Koruna:	10.00 CZK
Danish Koruna:	2.60 DKK
Euro:	€0.35 EUR
Hong Kong Dollar:	\$2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	¥40 JPY
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar	10.00 TWD
Thai Baht	11.00 THB
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

Fixed Fee

Additional Fees

Activity	Fee
<p>Currency Conversion Fee</p> <p>If your transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a 2.5% processing fee above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.</p>	<p>2.5% above the wholesale exchange rate</p> <p>The "Currency Converter" tool can be accessed through your Account and used to see what exchange rates apply at any given time.</p>
<p>Withdrawing your Balance</p>	<p>UK Users: Free</p> <p>European country* Users</p> <p>Withdrawal to a bank account (where available):</p> <p>Free for amounts of 100 Euro or more withdrawn</p> <p>1 Euro if 99.99 Euro or less is withdrawn</p> <p>Withdrawal to a card (where available):</p> <p>Gibraltar Users: £1.50</p> <p>Liechtenstein Users: 3.50 CHF</p> <p>Other European Country Users: 2 Euro</p> <p>Withdrawal to a bank account or a card may not be possible in all countries.</p> <p>The following withdrawal fees to a bank account apply for the following European Country Users</p> <p>Czech Republic Users:</p> <p>Free for amounts of 3000 CZK or more withdrawn</p> <p>30 CZK if less than 3000 CZK withdrawn</p> <p>Danish Users:</p> <p>Free for amounts of 500 DKK or more withdrawn</p> <p>5 DKK if less than 500 DKK withdrawn</p> <p>Hungarian Users:</p> <p>Free for amounts of 25,000 HUF or more withdrawn</p> <p>250 HUF if less than 25,000 HUF withdrawn</p> <p>Swedish Users:</p> <p>Free for amounts of 500 SEK or more withdrawn</p> <p>7 SEK if less than 500 SEK withdrawn</p> <p>Quick Draw (Pound Sterling withdrawal to your bank only):</p> <p>5 GBP per Payment Order</p>

The Settlement Fee is as follows and is based on the currency received as follows:

Argentine Peso	30.00 ARS
Australian Dollar:	\$15.00 AUD
Brazilian Real	20.00 BRL
Canadian Dollar:	\$15.00 CAD
Czech Koruna:	250.00 CZK
Danish Koruna:	60.00 DKK
Euro:	€11.25 EUR
Hong Kong Dollar:	\$75.00 HKD
Hungarian Forint:	2000 HUF
Israeli Shekel:	40.00 ILS
Japanese Yen:	¥1,300 JPY
Mexican Peso:	110.00 MXN
New Zealand Dollar:	\$15.00 NZD
Norwegian Krone:	65.00 NOK
Philippine Peso:	500.00 PHP
Polish Zlotych:	30.00 PLN
Singapore Dollar:	\$15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
Taiwan New Dollar	330.00 TWD
Thai Baht	360.00 THB
U.K. Pounds Sterling:	£7.00 GBP
U.S. Dollar:	\$10.00 USD

This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.

2% of total payment amount (a maximum payment cap per payment applies as follows, based on payment currency):

Argentine Peso	3.00 ARS
Australian Dollar:	\$1.25 AUD
Brazilian Real	2.00 BRL
Canadian Dollar:	\$1.25 CAD
Czech Koruna:	24.00 CZK
Danish Koruna:	6.00 DKK

Chargeback Fee

To cover the cost of processing chargebacks, PayPal assesses a Settlement Fee to sellers for credit and debit card payment chargebacks. (A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).

Sending Payments through PayPal Mass Payments

Euro:	€0.85 EUR
Hong Kong Dollar:	\$7.00 HKD
Hungarian Forint:	210 HUF
Israeli Shekel:	4.00 ILS
Japanese Yen:	¥120 JPY
Mexican Peso:	11.00 MXN
New Zealand Dollar:	\$1.50 NZD
Norwegian Krone:	6.75 NOK
Philippine Peso	50.00 PHP
Polish Zlotych:	3.00 PLN
Singapore Dollar:	\$1.60 SGD
Swedish Krona:	9.00 SEK
Swiss Franc:	1.30 CHF
Taiwan New Dollar	33.00 TWD
Thai Baht	36.00 THB
U.K. Pounds Sterling:	£0.65 GBP
U.S. Dollar:	\$1.00 USD

Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details). In general, there is no fee to join PayPal. However, some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee.

Depending on currency

£1.00 GBP, €1.50 EUR, \$1.95 USD, \$2.45 CAD, ¥200 JPY, \$2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, \$3.00 SGD, \$15.00 HKD, \$3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 6.00 ARS, 20.00 MXN or 8.00 ILS.

This amount will be refunded when you successfully complete the credit card or debit card verification process.

Records Request Fee

£10.00 or €12.00 (per item)

This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.

Bank Return Fee on Withdrawal

This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.

UK users: £ 0.50
 Danish users: 22 DKK
 Finnish users: 3 Euros
 Irish users: 3 Euros
 Swedish users: 28 SEK
 Slovakia users: 3 Euros
 Luxembourg users: 6 Euros
 Czech Republic users: 200 CZK
 Greek users: 3 Euros
 Portuguese users: 3 Euros
 Hungarian users: 1,500 HUF

UK Charity Pricing

Subject to application and pre-approval by PayPal

Domestic rate: 1.4% + Fixed Fee per each payment transaction.

Cross border rate: 1.9% + Fixed Fee per each payment transaction

Fixed Fee for charity pricing (depending on the payment currency):

£0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.30 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.35 HKD, 1.20 ILS, 4.00 MXN, \$0.45 NZD, 11.00 TWD, 11.00 THB, 15.00 PHP, 1.00 BRL or 2.00 ARS

Micropayments Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account at: <https://micropayments.paypal-labs.com/>. This rate will apply to all commercial transaction payments received into your PayPal account.

Activity	Fee
Domestic – Micropayments	5% + Fixed Fee*
Cross-border - Micropayments	6% + Fixed Fee*
*Micropayments Fixed Fee	As per the Fixed Fee specified by the currency received. Fixed Fees are available at: https://micropayments.paypal-labs.com/
Note	Note: Cross border Euro payments made between Accounts registered in the European Union or EEA will receive a one percentage point reduction in the variable amount of the cross border fee.

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through PayPal 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 the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account. We will provide you with the details of the amounts you receive and our charges either by e-mail or by reviewing your transaction history by logging into your Account. Unless it is proven that we have made a mistake, all fees are payable by you without set off or other deductions. We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

9. Restricted Activities

9.1 Restricted Activities. In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

- a. Breach this Agreement (including, without limitation, opening multiple PayPal accounts), the Card Processing Agreement, the [Acceptable Use Policy](#) or any other agreement that you have entered into with PayPal (including a Policy);
- b. Breach any law, statute, contract, or regulation (for example, those governing financial services including anti-money laundering, consumer protections, unfair competition, anti-discrimination or false advertising);
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing;
- e. Provide false, inaccurate or misleading Information;
- f. Fail to provide us with further information about you or your business activities that we may reasonably request;
- g. Send or receive what we reasonably believe to be potentially fraudulent or unauthorised funds;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Attempt to "double dip" or undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank, or credit card company for the same transaction;
- j. Use an anonymising proxy;
- k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;

- l. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, a User, a third party or you;
- m. Abuse (as either a buyer or seller) of our Online Dispute Resolution process and/or our Buyer Protection Programmes;
- n. Receipt by PayPal of excessive complaints regarding your Account or business;
- o. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- p. Use your Account or the Services in a manner that PayPal, Visa, MasterCard, American Express or our bank acquirer and/or payment processors reasonably believe to be an abuse of the bank's reversal process, credit card system or a violation of credit card association rules;
- q. Allow your Account to have an amount reflecting an amount owing to us or otherwise undertake activity that does or may present to us a credit or fraud risk;
- r. Undertake activity that does or may present to us a sudden, significant or otherwise unacceptable level of exposure (as PayPal reasonably believes based on the information available to it);
- s. Provide yourself a cash advance from your credit card (or help others to do so);
- t. Access the Services from a country that is not included on PayPal's Worldwide page;
- u. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
- v. Send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- w. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- x. Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- y. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- z. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- aa. 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;
- ab. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- ac. Use the Service to test credit card behaviours;
- ad. 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; or
- ae. 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 Service or activities carried out as part of the Services or otherwise than in accordance with the terms of this Agreement.

You agree that engaging in the above Restricted Activities diminishes your or other PayPal customers' safe access and/or use of your Payment Instrument, Account or the Service generally.

9.2 Keeping your Payment Instrument Safe. You agree to perform the following actions to keep your Payment Instrument safe:

- a. Not engage in any of the Restricted Activities;
- b. Keep the details of your Funding Sources and password safe;
- c. Not allow anyone else to have or use your Funding Sources or password details;
- d. Not disclose the details of your Funding Sources or password except when using the Service;
- e. Never write your password in a way that can be understood by someone else;
- f. Not choose a password that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;
- g. Take care to make sure that no one sees your password when you use it; and
- h. Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe.

10. Your Liability – Actions We May Take

10.1 Your Liability.

(a) You are responsible for all Reversals, Chargebacks, fees, fines, penalties and other liability incurred by PayPal, a PayPal User, or a third party caused by your use of the Services and/or arising from your breach of this Agreement. You agree to reimburse PayPal, a User, or a third party for any and all such liability.

(b) **Liability for PayPal Buyer Protection Claims and Buyer Complaint Policy Claims.** If PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to re-imburse PayPal for your liability. Your liability will include the full purchase price of the item and original postage costs (and in some cases, you may not receive the item back). PayPal Seller Protection may cover your liability, see section 11 below.

(c) **Reimbursement for Your Liability.** In the event you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance (if available). If there are insufficient funds in your Balance to cover your liability, PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of

a debt collection agency.

10.2 Actions by PayPal. If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may, at any time and without liability, suspend, block, limit, close or cancel your right to use your Payment Instrument or Account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). We will normally give you advance notice of any suspension or cancellation but we may, if it is reasonable to do so (for example if you are in breach of this Agreement or we consider it advisable for security reasons), suspend or cancel your right to use your Payment Instrument or Account without prior notice to you;
- b. Block your Account and/or hold any funds in the Reserve Account;
- c. 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;
- d. **We may reverse a payment** (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy;
- e. We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
- f. We may request information from you or otherwise update inaccurate Information you provided us;
- g. We may refuse to provide our Services to you in the future;
- h. **We may hold your funds for up to 180 Days** if reasonably needed to protect against the risk of liability; and
- i. We may take legal action against you.

Unless otherwise directed by us, you must not use or attempt to use your Payment Instrument or Account while it is suspended or has been closed. You must ensure that all agreements with merchants or other third parties that involve third party initiated payments (including, Recurring Payments) set up from your Account are cancelled immediately upon the termination, suspension or closure of your Account. You remain liable under this 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.

10.3 Account Closure and Limited Access. At our sole discretion we may close your Account and terminate this Agreement with you at our convenience by providing you with two months prior notice. We may also close your Account and terminate this Agreement at any time where you are in breach of the terms of this Agreement. If we 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. If we suspect that your Account has been accessed without your authorisation, we may also suspend, or limit, your access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). If we otherwise limit access to your Account, we will provide you with notice and opportunity to request restoration of access if appropriate.

10.4 Reserves. PayPal, in its sole discretion, may place a Reserve on funds held in your Account when PayPal reasonably believes (based on the information available to PayPal at the time of taking the Reserve and what in its sole discretion it regards as an acceptable level of risk to PayPal under all the circumstances) there may be a higher than acceptable level of risk associated with your Account. If PayPal places a Reserve on funds in your Account, the funds will be held in your Reserve Account and those funds will be shown as "pending" in your PayPal Balance. If your Account is subject to a Reserve, PayPal will provide you with a notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms. You may close your Account if you object to the Reserve. If your Account is closed for any reason, we have the right to hold the Reserve for up to 180 Days. When managing risk for Accounts, we may also limit the amount you can immediately withdraw or change the speed or the method of payment for withdrawals, set-off amounts from your Balance and/or require that you, or a person associated with you, enter into other forms of security arrangements with us (for example, by providing a guarantee or requiring you to deposit funds with us as security for your obligations to us or third parties). You also agree to undertake, at your own expense, any further action (including, without limitation, executing any necessary documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest or otherwise) required to establish a Reserve or other form of security in a manner reasonably determined by us.

10.5 Payment Hold

- a. You agree that if either:

1. you receive a payment that involves Transaction Risk; or
2. there may be a higher than acceptable level of risk or exposure associated with your Account (based on the information available to PayPal at the relevant time and what in its sole discretion it regards as an acceptable level of risk or exposure to PayPal under all the circumstances),

PayPal may in its sole discretion (acting reasonably) place a hold on that or any payment. If PayPal places a hold on funds in your Account, we will notify you how long the hold may last, the funds will be held in your Reserve Account and those funds will be shown as "pending" in your PayPal Balance.

- b. PayPal will release the hold made on your payment under this provision when PayPal determines that the Transaction Risk; or risk or exposure associated with your Account, no longer exists. For example, for a hold made on a payment for an item purchased on eBay, PayPal may release the hold when the buyer leaves positive feedback. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your Reserve Account until the matter is resolved pursuant to this Agreement.
- c. You agree to provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged.

10.6 Information about you

PayPal reserves the right to request additional information from you, other than what is referred to in this Agreement, to allow it to comply with its anti-money laundering obligations. You agree to comply with any request for further information as we reasonably require to enable us to comply with our anti-money laundering obligations. This may include, without limitation, requiring you to fax, email or otherwise provide to us certain identification documents. You also agree to provide us, upon our reasonable request and at your own expense, information about your finance and operations, including, without limitation, your most recent financial statements (certified or otherwise) and merchant processing statements (if applicable).

11. Seller Protection Programme

11.1 What is PayPal seller protection?

We will re-imburse you an amount for Claims, Chargebacks, or Reversals made against you based on the following reasons:

- a. A Chargeback or Reversal was issued against you for the reason of an "Unauthorised Payment"; or
- b. A Chargeback or Claim was issued against you for the reason of "Item Not Received".

11.2 PayPal seller protection is available to:

- a. sellers with registered PayPal Account(s) in the UK, Ireland and/or Sweden who also: receive PayPal payments from buyers who make an eligible purchase via eBay worldwide and everywhere PayPal is accepted; and
- b. sellers with registered PayPal Account(s) in the UK only: who also receive PayPal payments from buyers making eligible purchases outside of eBay.

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

11.3 How much protection is provided by PayPal seller protection?

PayPal will pay you the full amount of an eligible payment the subject of the Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive re-imbursement under PayPal Seller Protection.

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

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal. In placing such a hold, we will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal, unless we have another reason for doing so. If the payment is eligible for a payment under the terms of PayPal seller protection, we will release the hold and restore your access to the applicable funds.

11.5 If the payment is not covered by seller protection, PayPal will remove the funds from your Account and return the payment to the buyer. In addition, you will be responsible for PayPal's Chargeback Fee, if applicable.

11.6 Eligibility Requirements

What are the eligibility requirements for PayPal seller protection?

You must meet all of these requirements to be covered:

- a. The item purchased must be a physical, tangible good that can be posted.
- b. The transaction must be marked by PayPal as eligible or partially eligible for seller protection on your Account "Transaction Details" page.
 1. If it is marked eligible, protection for both Unauthorised Payments and Item Not Received will apply. If it is marked partially eligible, protection for only Item Not Received will apply.
 2. Items sold on eBay will be marked eligible even if the shipping address is marked unconfirmed. Generally, items sold on websites other than eBay will be marked eligible if the shipping address is marked confirmed and partially eligible (that is, eligible for Item Not Received only) if the shipping address is marked unconfirmed.
- c. **Post the item to the shipping address on the "Transaction Details" page.** If the item is delivered in person or if the seller posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift" address) then you will not be eligible for re-imbursement under the terms of the programme.
 1. You may access the "Transactions Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
- d. Follow the postage requirements described below.
- e. You must accept a single payment from one PayPal Account for the purchase.
- f. Respond to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.
- g. Your primary residence, as listed in your PayPal Account, must be in the United Kingdom, Ireland or Sweden (however, different levels of protection apply for each region, please see section 11.2 above).

11.7 What are the postage requirements?

Postage requirements	Protection for Unauthorised Payment	Protection for Item Not Received
Proof of Postage	X	
Proof of Delivery		X
Postage within 7 calendar days of receipt of payment*		X

* If the payment is for pre-ordered or made-to-order goods, postage is required within the timeframe specified in the eBay item listing or the shipment policy on the merchant's website.

11.8 What is "Proof of Postage"?

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

- a. A status of "shipped" (or equivalent) and the date of postage
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).
- c. Official acceptance from the shipping company (for example, a postmark, a receipt, or online tracking information).
Or, if you have Proof of Delivery then you do not need Proof of Postage.

11.9 What is "Proof of Delivery"?

Online documentation from a postal company that includes all of the following:

- a. A status of "delivered" (or equivalent) and the date of delivery.
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).
- c. Signature Confirmation for transactions that total £150 or more (see Foreign Currency Amounts below for amounts in a currency other than Pounds Sterling).

Foreign Currency Amounts (£150.00 GBP)

750 Argentine Pesos (ARS)		12,500 Philippine Peso (PHP)
350 Australian Dollar (AUD)	55,000 Hungarian Forint (HUF)	800 Polish New Zloty (PLN)

500 Brazilian Real (BRL)		
325 Canadian Dollar (CAD)	1,000 Israeli Shekel (ILS)	250 US Dollars (USD)
6,000 Czech Republic Koruna (CZK)	28,000 Japanese Yen (JPY)	400 Singaporean Dollar (SGD)
1,500 Danish Krone (DKK)	2,200 Mexican New Peso (MXN)	2,000 Swedish Krona (SEK)
200 Euro (EUR)	380 New Zealand Dollar (NZD)	330 Swiss Franc (CHF)
2,000 Hong Kong Dollar (HKD)	1,600 Norwegian Krone (NOK)	9,000 Thai Baht (THB)
		8,250 Taiwan New Dollar (TWD)

11.10 What are examples of items/transactions that are not eligible for seller protection?

- Intangible items, licenses for digital content, and services
- Items that you deliver (or are picked up) in person
- Transactions made through Website Payment Pro (PayPal Direct Payment and Virtual Terminal)
- Claims, Chargebacks and Reversals for Significantly Not as Described; and/ or claims filed directly with eBay.

12. Errors and Unauthorised Transactions

12.1 Identifying Errors and/or Unauthorised Transactions. You can inspect your transaction history at any time by logging in to your Account on the PayPal website and clicking the "History" tab. It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorised transaction sent from your Account; (ii) there has been an unauthorised access to your Account; (iii) your password has been compromised; or (iv) someone has transferred or may transfer money from your Account without your permission (collectively called "**Improper Account Access**"). You must also immediately notify us if you have reason to believe that any other error has occurred on your Account. **In order for you to notify PayPal immediately of any of the above events, you commit to monitor your E-money account closely on a regular basis.** We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password. We will hold you liable for unauthorised use of your Account if we have evidence that you acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN; you acted fraudulently or if you have with intent or gross negligence failed to comply with your obligations to use your Payment Instrument in the manner set out in this Agreement.

12.2 Notifying PayPal of Errors, Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument. You must notify us if you believe there has been or will be an error, unauthorised transaction, misappropriated or unauthorised use of your Payment Instrument or your Account, telephone PayPal Customer Service at the telephone number shown on the PayPal website(s) or, contact us using [this report form](#) or write to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. If you initially provide information to us via the telephone, we may require that you send your complaint or question in writing within ten Business Days after the phone contact. Please complete the affidavit form and submit it online or mail it to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. You must give us all the information in your possession as to the circumstances of any errors, unauthorised transactions and/or misappropriated or unauthorised use of your Payment Instrument or Account and take all reasonable steps requested to assist PayPal in its investigation. We may provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Policy.

12.3 Review of Reports of Errors. We will advise you of the results of our investigation within 20 Business Days after we receive your notice. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 60 Days to investigate your complaint or question. If we decide that we need more time, we will provisionally re-credit your Account for the amount you think is in error within ten Business Days after we receive your notice; so that you will have use of the E-money during the time it takes us to complete our investigation. If you initially provided information to us via the telephone and we do not receive your complaint or question in writing within ten Business Days after your oral notice, we are not required to provisionally re-credit your Account.

At the end of our investigation, we will advise you of the results within three Business Days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit that we previously credited to you in relation to the alleged error. You may ask for copies of the documents that we used in our investigation (and this will not attract the Records Request Fee set out in section 8).

12.4 Liability for Unauthorised Transactions. If you report that there has been an Improper Account Access related to your Account, and there is no evidence to suggest fraud or deliberate or grossly negligent behaviour by you, we will reimburse you in full for all unauthorised transactions sent from your Account provided that you have informed us of the Improper Account Access without undue delay and in any event, no later than 13 months after the first Improper Account Access transaction was executed. Where we believe in our reasonable opinion that further investigation is required to ascertain more clearly the circumstances surrounding the reported Improper Account Access, we will follow the same process as set out in section 12.3 above for such investigation.

12.5 Entitlement to a refund. You are entitled to a refund of the full amount of any payment transaction authorised by you and initiated by or through a merchant, provided the following conditions have been met: (i) the authorisation given to the merchant did not specify the exact amount of the transaction at the time the authorisation was given; (ii) the amount of the transaction exceeded the amount that you could reasonably have expected, taking into account your previous spending patterns and this Agreement; and (iii) you make the request for a refund within 8 weeks from the transaction date. We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions.

12.6 Errors. If we discover a processing error, we will rectify the error. If the error resulted in your receiving less money than you were entitled to, PayPal will credit your Account for the difference. If the error results in you receiving more money than you were entitled to, PayPal may debit the extra funds from your PayPal Account. If a payment was made to your Funding Source by way of mistake, PayPal may correct the mistake by debiting or crediting (as the case may be) your appropriate Funding Source(s). If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable to refund any amount as a result of carrying out a defective or non-executed payment transaction and for your losses or damages directly and reasonably foreseeably caused by this failure, unless:

- a. through no fault of ours, you did not have enough available funds to complete the transaction,
- b. our system was not working properly and you knew about the breakdown when you started the transaction, or
- c. circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

Notwithstanding any other term of this Agreement, PayPal will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another PayPal customer) if you have failed to notify PayPal of such an incorrectly executed payment transaction without undue delay, or in any event no later than within 13 months after the debit date, on becoming aware of such incorrectly executed payment transaction.

13. Disputes between Buyers and Sellers - Buyer Protection Programmes

13.1 How am I protected if I have a problem with a purchase?

PayPal has 2 programmes to help protect you:

- a. PayPal Buyer Protection (for eligible items purchased via your PayPal Account and either: (i) made on eBay; or (ii) funded by PayPal Credit and purchased on or off eBay). For the avoidance of doubt, PayPal Credit does not include any credit card other than the PayPal Mastercard.
- b. PayPal Buyer Complaint Policy (for all other items purchased using PayPal on or off eBay).
(together, referred to as "PayPal's protection for buyers").

Please note that PayPal's protection for buyers only applies if you use your PayPal Account to make a purchase.

13.2 What types of problems are covered?

PayPal's programs help you with either of these problems:

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

If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at <https://www.paypal.co.uk/security>

13.3 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non exhaustive examples:
 - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
 - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
 - The item was advertised as authentic but is not authentic.
 - The item is missing major parts or features that were not disclosed in the listing.
 - You purchased 3 items from a seller but received only 2.

- The item was damaged during postage.
- b. An item is not Significantly Not as Described (SNAD) if it is materially similar to the seller's description. Here are some non exhaustive examples:
- The defect in the item was correctly described by the seller.
 - The item was correctly described but you didn't want it after you received it.
 - The item was correctly described but did not meet your expectations.
 - The item has minor scratches and was listed as used condition.

13.4 What items are not covered by PayPal's Protection for buyers

PayPal's protection for buyers only applies to payments for certain tangible, physical goods. Payments for: intangibles, services, real estate, businesses, vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats), custom made items, airline flight tickets, eBay classified advertisements, items prohibited under our Acceptable Use Policy or licences and other access to digital content are not eligible under PayPal's protections for buyers. Please also note that "Significantly Not as Described" Claims which are associated with a purchase of an item outside of eBay are **not** eligible for re-imbusement under PayPal's protections for buyers unless the purchase was funded via your PayPal Account with PayPal Credit. Please also note that personal transaction payments are not eligible for re-imbusement under any of PayPal's protection for buyers.

PayPal Buyer Protection

13.5 What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:

- a. Use PayPal to purchase an eligible item on eBay or use PayPal to purchase an eligible item on or off eBay which is funded by PayPal Credit.
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
 - The eBay "Pay Now" button or the eBay invoice, or
 - The "Send Money" button of your PayPal account by selecting "eBay Item" and entering your eBay User ID and the eBay item number
- d. Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under "Dispute Resolution."
- e. Keep your PayPal account in good standing and for payments made with PayPal Credit, keep your PayPal Credit account in good standing by not having more than 1 past due payment.

13.6 How do I know if I'm purchasing an eligible item on eBay?

- a. Look for the buyer protection message in the eBay listing. If you see this message and you meet the eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to "my eBay," then "won," and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.
- b. Not all eBay websites offer PayPal Buyer Protection. If you purchase an item on an eBay site other than eBay.co.uk or eBay.ie, your eligibility to receive a payment and the terms applicable to you, will be dependent upon the terms of the protection programme set out on the eBay site where you placed your winning bid or where you purchased through the 'buy it now' feature. Some eBay sites do not provide PayPal Buyer Protection and may offer a different form of protection (eg eBay Standard Purchase Protection Program). As a seller, you agree that you will be liable for a successful Claim made by a buyer under the buyer protection terms applicable to the eBay site where you list your items.

13.7 How much coverage do I get with PayPal Buyer Protection?

If you see the eBay.co.uk or eBay.ie buyer protection message; or if you purchase an eligible item with PayPal Credit via your Account and PayPal also determines a Claim in your favour, PayPal will reimburse you the full purchase price of the item and original shipping costs only. For eBay listings in countries outside of the UK and/or Ireland, PayPal will re-imburse you for the full purchase price of the

item and the original shipping costs, up to the covered cap specified in the applicable buyer protection message (provided that you are eligible for payment). The amount of coverage varies based on the currency and the country of the eBay website where the purchase was made. PayPal will not reimburse you for the shipping costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See section 13.15 for other protection you may be entitled to. Alternatively, if you are a UK customer, you may wish to contact Consumer Direct (<http://www.consumerdirect.gov.uk>) for advice on your consumer rights.

13.8 Dispute Resolution

If you are unable to resolve a problem directly with the seller, go to the Resolution Centre and follow this process:

a. **Open a Dispute**

Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute.

b. **Escalate the Dispute to a Claim**

If you and the seller are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** of opening the Dispute. **It is your responsibility to keep track of these deadlines.**

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for \$USD2,500 or more (or currency equivalent). If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal's protection for buyers. You are permitted to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from "Item Not Received" to "Significantly Not as Described" (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.

c. **Respond to PayPal requests for information in a timely manner**

During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

d. **Comply with PayPal shipping requests in a timely manner**

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

For transactions that total less than £150 (or the amount in the currencies set out below), proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL of the postal company's website if you selected "Other" in the drop-down menu. For transactions that total £150 (or the amount set out in the currencies set out below) or more, you must get signature or another acceptable confirmation from the buyer of delivery. The amounts in other currencies applicable to this requirement are: \$325.00 CAD, €200.00 EUR, \$250.00 USD, ¥28,000 JPY, \$350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 DKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, \$400.00 SGD, \$2,000.00 HKD, \$380.00 NZD, 2,750.00 MXN, 1,000.00 ILS, 8,250.00 TWD, 9,000.00 THB, 12,500.00 PHP, 500.00 BRL, 750.00 ARS

13.9 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item that the buyer claims is Significantly Not as Described back to the seller (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. If a seller refuses to accept the item, PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

PayPal Buyer Complaint Policy

13.10 What is the PayPal Buyer Complaint Policy?

The PayPal Buyer Complaint Policy is a process to help you resolve a problem directly with the seller through the PayPal Resolution Centre for purchases that are not eligible for PayPal Buyer Protection. It is similar to PayPal Buyer Protection in that it enables buyers to file a Dispute for an Item Not Received (INR). By filing a Dispute, you can communicate with the seller and attempt to resolve the

problem. If you are unable to resolve the problem, you may escalate an Item Not Receive (INR) Dispute to a Claim. Please note that under the PayPal Buyer Complaint Policy, PayPal will not make a decision on a SNAD Claim; nor on a Claim for a personal transaction payment.

Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed a recovery. If the Claim is decided in your favour, your recovery may be limited to the amounts that PayPal can recover from the seller's Account.

13.11 What is the process for the Buyer Complaint Policy

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Centre within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

13.12 What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some – but not all – Claims.

13.13 What if PayPal makes a final decision in my favour?

If PayPal makes a final decision in your favour, we will collect any available funds in the seller's PayPal balance at that time. **However, recovery is not guaranteed and may be limited only to the amounts that PayPal can recover from the seller's Account.** Any amounts collected from the seller will be placed in your Account.

Assumption of rights

13.14 If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment. This is known in legal terms for you to agree to “subrogate” or otherwise “assign” to PayPal your rights against the recipient and third parties related to the payment, and agree that we may pursue those rights, benefits and remedies directly or on your behalf, in PayPal's discretion.

Relationship between PayPal's protection programmes and chargebacks

13.15 Credit card chargeback rights, if they apply, may be broader than PayPal protection programs. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 45 days after the payment, and may cover intangible items.

You may pursue a Claim or Dispute with PayPal, or you may contact your credit card company or credit card issuer and pursue your chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Claim or Dispute with PayPal and subsequently file a chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your chargeback rights.

If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a chargeback or after your bank's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer (that is, the chargeback amount which is the amount paid through your credit card in the relevant transaction), we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller).

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

13.16 No Double Recovery. You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal's protection for buyers if you have already received a recovery for that purchase directly from eBay or the seller.

14. Disputes with PayPal

14.1 Contact PayPal First. If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding our Services may be reported to Customer Service online through the [PayPal Help Centre](#) at any time, or by calling the Customer Service telephone number located on the PayPal website(s) and by logging into your Account.

14.2 ECC-Net, Financial Ombudsman Service and CSSF. If you have a complaint to make about us, you may choose to escalate it by contacting one of the following:

- a. European Consumer Centre (**EXX-Net**). You may obtain further information regarding the ECC-Net and how to contact them at (http://ec.europa.eu/consumers/redress_cons/)
- b. UK Financial Ombudsman Service (FOS). The FOS is a free, independent service which might be able to settle a complaint between you and us. You may obtain further information regarding the FOS and contact the FOS at <http://www.financial-ombudsman.org.uk>.
- c. Commission de Surveillance du Secteur Financier (**CSSF**). You can contact the CSSF at 110 Route d'Arlon L-2991 Luxembourg.

14.3 Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by English law. For

complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts arising out of or relating to this Agreement or the provision of our Services without prejudice to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg. In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from this Agreement against us in Court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

14.4 No Waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

14.5 Limitations of Liability. We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

- a. In no event shall we, the other companies in our corporate group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:
 1. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or
 2. any loss or corruption of data; or
 3. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or.
 4. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).
- b. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, wilful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence or to the extent such limitation or exclusion is not permitted by applicable law.

14.6 No Warranty. We provide the Services to you subject to your statutory rights but otherwise provided without any warranty or condition, express or implied, except as specifically stated in this Agreement. PayPal does not have any control over the products or services that are paid for with our Service 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 our Service, and operation of our website(s) may be interfered with by numerous factors outside of our control. We shall not be liable for any delay in the failure in our provision of the Services under this Agreement where such failure is due to factors beyond our reasonable control. You acknowledge your access to the website(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and debit and credit cards are processed in a timely manner. We make every effort to ensure that the information contained in our correspondence, reports, on the website(s) and given verbally by our directors, officers and staff is accurate to the best of our belief at the time the information is provided. However, we cannot guarantee the accuracy of all such information 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.**

14.7 Indemnification/re-imbusement. You agree to defend, re-imburse or compensate us (known in legal terms to "indemnify") and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, your employees or agent's breach of this Agreement, breach of any law and/or use of the Services.

14.8 Complete Agreement and third party rights. This Agreement sets forth the entire understanding between you and PayPal with respect to the Service. Sections 1, 7, 8, 10, 14 and 15, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. A person who is not a party to this Agreement has no rights under the Contracts (rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of third parties which exists or is available apart from that Act.

14.9 Licence grant. PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal's instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal.

14.10 Corporate customers. If you are not a consumer (being an individual acting for purposes other than a trade, business or profession), Micro-Enterprise or a charity with an annual income of less than £1 million, we consider you to be a **“Corporate Customer”** and certain provisions of the Payment Services Directive may be disapplied for your use of the Service. In such cases you warrant and represent to PayPal that at the time you entered into this Agreement or any other relevant service terms, you are a Corporate Customer and hereby agree that the following sections of this Agreement will be varied as follows:

- a. you are not entitled to the right to a refund for Recurring Payments and payment transactions initiated by a payee (i.e. a merchant) as set out in sections 3.10 and 12.5;
- b. where you identify an error, unauthorised transaction and/or misappropriated or unauthorised use of your Payment Instrument or Account in accordance with sections 12.1 and 12.2 you have up to 60 days from the date of the alleged error or Improper Account Access to notify us of it, after which time we have no obligation to investigate or act upon your notification;
- c. we will only accept liability for unauthorised transactions in accordance with section 12.4 where you have notified us of the Improper Account Access or error within 60 days of it; and
- d. you will only be entitled to lodge a claim through the UK Financial Ombudsman Service under section 14.2 where you fulfil the UK Financial Ombudsman Service's claimant criteria from time to time.

As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Part 5 of the Payment Services Regulations 2009. Further, you agree that regulations 60, 75, 76 and 77 of the Payment Services Regulations 2009 do not apply to your use of the PayPal Service.

15. Definitions

- a. **“ACH”** means the Automated Clearing House network.
- b. **“Account” or “PayPal Account”** means a Personal, Business or Premier Account.
- c. **“Add Funds”** has the meaning given in section 3.7.
- d. **“Agreement”** means this agreement including all subsequent amendments.
- e. **“Authorise” or “Authorisation”** means you authorise a merchant or other third party to collect or direct a payment from your Account.
- f. **“Balance”** means any E-money that you have in your PayPal Account.
- g. **“Balance/Bank Funded Payment”** means a payment that is fully funded through Instant Transfer, eCheque and/or Balance (as the case may be).
- h. **“Business Account” or “Premier Account”** means an Account used primarily for business purposes and not for personal, family, or household purposes.
- i. **“Business Days”** means a day (other than a Saturday or Sunday) on which banks in Luxembourg are open for business (other than for the sole purpose of 24-hour electronic banking).
- j. **“buyer”** means a User who is buying goods and/or services and using the Services to send payment.
- k. **“Buyer Protection Programmes”** means the PayPal Buyer Complaint Policy, PayPal Buyer Protection Policy and eBay Standard Purchase Protection programme all as further described in section 13 of this Agreement.
- l. **“Card Funded Payment”** means a payment that is fully or partially funded through a credit card or debit card.
- m. **“Card Processing Agreement”** means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).
- n. **“Chargeback”** means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.
- o. **“Claim”** means a challenge to a payment that a sender of a payment files directly with PayPal, including, without limitation, challenges filed under the PayPal protections for buyers (PayPal Buyer Protection or Buyer Complaint Policy) set out in section 13.
- p. **“Credit Card Withdrawal Region”** means any of the following: Luxembourg, Lithuania, Bulgaria, San Marino, Slovakia, Latvia, Romania, Cyprus, Slovenia, Estonia, Malta, Gibraltar, Liechtenstein (and such other regions which PayPal may display on its website (s) from time to time).
- q. **“Customer Service”** is PayPal's customer support which can be accessed online through the [PayPal Help Centre](#) at any time, or by calling the customer service number located on the PayPal website(s).
- r. **“Days”** means calendar days.
- s. **“Default Funding Sources”** means the order in which PayPal uses your Funding Sources to fund a transaction if you do not select a Preferred Funding Source.
- t. **“Dispute”** means a dispute filed directly with PayPal in the [Online Resolution Centre](#) pursuant to section 13 of this Agreement.
- u. **“eBay”** means eBay Inc and its affiliates (as the case may be).
- v. **“eCheque”** has the meaning given in section 3.7.
- w. **“E-money”** means monetary value, as represented as a claim on PayPal, which is stored on an electronic device, issued on receipt of funds, and accepted as a means of payment by persons other than PayPal. The terms “E-money”, “money” and “funds” are used interchangeably in this Agreement. Further, a reference to a payment made by via the Services refers to an E-money payment.
- x. **“European Economic Area” or “EEA”** means region made up of the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and the UK.
- y. **“Fees”** means those amounts stated in section 8 of this Agreement.
- z. **“Funding Source”** means the payment method used to fund a transaction. The following payment methods may be used to fund a

transaction: Balance, Instant Transfer, bank transfer, eCheque, credit card, debit card and Redemption Codes.

- aa. **“Information”** means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, post/shipping address, phone number and financial information.
- ab. **“Instant Transfer”** means a payment funded from the sender’s bank account in which PayPal credits the recipient instantly.
- ac. **“Item Not Received”** means a challenge from a buyer claiming that the item purchased was not received.
- ad. **“Link and Confirm Card process”** is a verification process which involves PayPal charging you a “Credit Card and Debit Card Link and Confirmation Fee” to your card. You must then log into your Account and enter the four-digit expanded use number which will appear on your credit card statement and which is associated with the Credit Card and Debit Card Link and Confirmation Fee (see section 8).
- ae. **“Mass Payments”** means the ability to send multiple payments at the same time.
- af. **“Merchant Processing Delay”** means a delay between the time you authorise a payment and the merchant processes your payment.
- ag. **“Micro-Enterprise”** means an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million Euros.
- ah. **“NSF Risk”** means the risk that a bank may reverse a bank funded payment due to the reason that there were insufficient funds in the bank account to make the payment.
 - ai. **“Payment Account”** has the meaning given to it at the introduction of this Agreement.
- aj. **“Payment Instrument”** means any or all of the procedures, instructions or requirements which are set out in the PayPal website(s) and which allow Users to access and/or use the PayPal Service.
- ak. **“Payment Order”** means an instruction validly made by you to us requesting the execution of a payment transaction.
 - al. **“Payment Review”** means the process described in section 4 of this Agreement
- am. **“PayPal,” “we,” “us” or “our”** means PayPal (Europe) S.à r.l. & Cie, S.C.A. with registered head office at 22-24 Boulevard Royal L-2449, Luxembourg and includes its successors and any person to whom it has assigned its rights under this Agreement.
- an. **“PayPal Credit”** means the PayPal branded personal online revolving credit account which can be used to fund payments from your Account and includes (if applicable) the PayPal MasterCard.
- ao. **“PayPal MasterCard”** means the PayPal co-branded credit card and account opened on and from 1 June 2009 and issued by a nominated third party card issuer.
- ap. **“PayPal Mobile”** is a service that allows you to send and receive payments and review your Balance via your mobile phone
- aq. **“Personal Account”** means an Account used primarily for personal, family, or household purposes.
- ar. **“PayPal website(s)”** means any URL, such as www.paypal.co.uk, that we provide the Services to you.
- as. **“Policy” or “Policies”** means any Policy or other agreement between you and PayPal that you entered into on the PayPal website (s), or in connection with your use of the Services.
- at. **“Preferred Funding Source”** means a Funding Source that you select to fund a payment instead of using the Default Funding Sources.
- au. **“Random Deposit Process”** is a verification process whereby PayPal will send two small deposits to your bank account. To complete the Random Deposit Process you will be required to enter the details of the deposits sent to you via your Account.
- av. **“Recurring Payment”** means a payment in which you provide advance Authorisation to a merchant to collect money from your Account on a regular, one-time, sporadic or irregular basis in accordance with your agreement with the merchant. Recurring Payments are sometimes called “subscriptions”, “automatic payments” or “preapproved payments”.
- aw. **“Redemption Code”** means the electronic code needed to obtain the benefit of gift vouchers, eBay Anything Points, or other promotional coupons.
- ax. **“Reserve”** means an amount or percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other risk, exposure and/or liability related to your Account and/or use of the Services.
- ay. **“Reserve Account”** has the meaning given to it in the introduction to this Agreement.
- az. **“Restricted Activities”** means those activities described in section 9 of this Agreement.
- ba. **“Reversal”** means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) has been removed from your Balance for any reason (other than a Chargeback or Claim pursuant to a Buyer Protection Program), including, without limitation, if the payment violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy or where the payment amount was not authorised by the sender with the relevant third party in connection with a valid third party initiated payment authorisation (see section 3.10); and/or (c) has been categorised by PayPal’s internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term **“Reversed”** shall be construed accordingly.
- bb. **“seller” and “merchant”** are used interchangeably and mean a User who is selling goods and/or services and using the Services to receive payment.
- bc. **“Send Money”** means your ability to send money through the Service.
- bd. **“Services”** means all payment services and related products available through the PayPal website(s).
- be. **“Signature Confirmation”** means documentation that can be viewed online at the postal company’s website and indicates that the item was signed for on delivery.
- bf. **“Significantly Not as Described”** means the definition provided in section 13.12 of this Agreement.
- bg. **“Transaction Risk”** means the risk of PayPal’s position being adversely affected with respect to any liability of yours to PayPal or any third party relating to any commercial transaction payment (including, without limitation, (i) the risk relating to any Dispute, Claim, Chargeback, Reversal, fees, fines or penalties, (ii) the risk of a seller not performing a contract with its buyers, (iii) a risk that arises if you sell an item that you do not immediately deliver upon receipt of payment and (iv) any other liability incurred by PayPal (or any third party) related to the payment in question), in each case whether actual or anticipated. Transaction Risk includes, without limitation, (a) in the case of event or concert ticket sales, the risk that exists until the event or concert has taken place and, (b) in the

- case of transactions relating to travel, the risk that exists until the travel-related goods and services have been provided.
- bh. **“Unique Identifier”** means (1) for the purpose of sending a PayPal payment: the e-mail address, mobile phone number or other identifier we may notify to you which is registered to a PayPal Account in good standing; or (2) for withdrawing funds from your Account: your bank account (eg IBAN or Sort Code and bank account number) or credit card identification details (eg card number and CVV2 Code).
 - bi. **“Unauthorized Payment”** means a challenge from a buyer claiming that he or she did not make the payment, and that the person who made the payment was not authorized.
 - bj. **“User,” “you” or “your”** means you and any other person or entity entering into this Agreement with us or using the Service.
 - bk. **“Verified”** means that you have completed our verification process in order to help establish your identity with PayPal.