# User Agreement for PayPal Services

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON JULY 1, 2015

#### **Print**

#### Welcome to PayPal!

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

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We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a

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

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

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

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

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

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

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

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

# 1. Payment Services and Eligibility.

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

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

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

PayPal is not a common carrier or public utility.

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

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

- **1.3 Information.** In order to open and maintain an Account, you must provide us with correct and updated Information.
  - a. Your contact information. It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address at any time by logging

- into the PayPal website. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.
- b. **Identity Verification**. You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer or national identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.
- c. Credit Report Authorization. If you open a Business Account, you are providing PayPal with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit bureau. You are also authorizing PayPal to obtain your personal and/or business credit report:
  (a) when you request certain new products, or (b) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.
- d. **Updates to Information**. If your credit card number or expiration date changes, we may acquire that information from our financial services partner and update your Account.

#### 1.4 Beneficial Owner.

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

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# 2. Sending Payments.

- **2.1 Sending Limits.** We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. You can view your sending limit, if any, by logging into your Account. If you have a Verified Account, we may increase your sending limits.
- **2.2 Default Payment Methods.** When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order (subject to availability based on your Payment Methods and country of registration):
  - a. Balance

- b. Instant Transfer from your bank account
- c. Debit card
- d. Credit card
- e. eCheck

**Note:** If you do not want to use your balance, you must withdraw it before making a payment.

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

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

If you select a Preferred Payment Method but have available balance in your Account, your balance will be used to fund your payment. If eCheck is your Preferred Payment Method, it will be used to fund your PayPal payment, even if you have a balance. PayPal may limit the Payment Methods available for a transaction.

- **2.5 Refused and Refunded Payments.** When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or denied payment will be returned to your balance or to your original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated the payment.
- **2.6 Merchant Processing Delay.** When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction.

- 2.7 Preapproved Payments. A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.
  - a. Notice for Certain Preapproved Payments. If a Preapproved Payment will vary in amount and is made using an Instant Transfer, eCheck, debit card Payment Method or your Balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.
- 2.8 Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the My Preapproved Payments section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 1-402-935-2050 (in the U.S.). Once you contact PayPal to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

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## 3. Eligibility for Use.

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

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

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

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

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD

Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.00 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999.00 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999.00 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

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### 4. Account Balances.

- **4.1 Balances.** If you hold a balance, PayPal will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. PayPal may receive interest on amounts that PayPal holds on your behalf. You agree to assign your rights to PayPal for any interest derived from your funds.
- **4.2 Setoff of Past Due Amounts.** If you have a past due amount owed to PayPal, an Affiliate, or eBay PayPal may debit your Account to pay any amounts that are more than 180 Days past due.
- **4.3 Negative Balances and Multiple Currencies.** If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, PayPal may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, PayPal may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by PayPal pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

## 5. Withdrawing Money.

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

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

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

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## 6. Closing Your Account.

- **6.1 How to Close Your Account.** You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your balance prior to closing your Account.
- **6.2 Limitations on Closing Your Account.** You may not evade an investigation by closing your Account. If you close your Account while we are conducting an investigation, we may hold your funds to protect PayPal, Affiliates or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

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# 7. PayPal Buyer Protection.

- **7.1 Types of Problems Covered.** PayPal Buyer Protection helps you if you encounter either of these problems:
  - "Item Not Received" (INR): You did not receive the item you paid for with PayPal; or
  - "Significantly Not as Described" (SNAD) You received an item you paid for with PayPal but it is Significantly Not as Described (SNAD).

If your problem is a transaction that you did not authorize, please see section 8 below.

An item is "Significantly Not as Described" (SNAD) if it is materially different from what the Seller described on its website or in the item listing. Here are some examples:

- You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. For example, the description when you bought the item said "new" and the item was used.
- The item was advertised as authentic but is not authentic.
- The item is missing major parts or features which were not disclosed in its description when you bought the item.
- You purchased three items from a Seller but only received two.
- The item was materially damaged during shipment.

An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the Seller's item listing description. Here are some examples:

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

#### 7.2 Eligibility Requirements.

- a. To be eligible for PayPal Buyer Protection you must meet all of the following requirements:
  - Pay for the full amount of the item with one payment from your Account. Items purchased with multiple payments or installments are not eligible.
  - Open a Dispute within 180 Days (with the exception of buyers in Latin America<sup>1</sup> which must open a Dispute within 45 Days) of the date you sent the

- payment then follow the online dispute resolution process described below under "Dispute Resolution"
- Have an Account in good standing
- You have not received a recovery related to such purchase from another source
- **7.3 Ineligible Items.** Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:
  - Real estate
  - Businesses (when you buy a business)
  - Vehicles, including motorcycles, caravans, aircrafts and boats
  - Custom made items with SNAD issues
  - Items that violate <a href="PayPal's Acceptable Use Policy">PayPal's Acceptable Use Policy</a>
  - Items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
  - Industrial machinery used in manufacturing
  - Items equivalent to cash, including prepaid or gift cards
  - Personal Payments

Even if your payment is not eligible for PayPal Buyer Protection, you can file a Dispute and resolve the issue directly with the Seller, however, PayPal will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for PayPal Buyer Protection.

**7.4 Coverage Amount.** If you are eligible for PayPal Buyer Protection and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described (SNAD) item to the Seller or other party specified by PayPal. If the Seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the Seller for an Item Not Received (INR) Claim even if you did not receive the goods

- **7.5 Dispute Resolution.** If you are unable to resolve a problem directly with a Seller, you can go to the **Resolution Center** and follow this process:
  - Open a Dispute. Open a Dispute within 180 Days (with the exception of buyers in Latin America¹ which must open a Dispute within 45 Days) of the date you made the payment to negotiate with the Seller for resolution of the Dispute.

• Escalate the Dispute to a Claim. If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim within 20 Days after opening the Dispute.

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 \$2,500 USD or more (or other currency equivalent). If you do not escalate the Dispute to a Claim within 20 Days, PayPal will permanently close the Dispute.

- Respond to PayPal's requests for information in a timely manner. During the Claim process, PayPal may require you to provide documentation to support your position.
- Comply with PayPal's shipping requests in a timely manner. For Significantly Not as
  Described (SNAD) Claims, PayPal will generally require you, at your expense, to ship
  the item back to the Seller, or to PayPal, or to a third party and to provide proof of
  delivery.

For transactions that total less than \$250 USD, proof of delivery is confirmation that can be viewed online and includes the delivery address showing at least city/state or postal code, delivery date, and the URL to the shipping company's website if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 USD or more (or the equivalents in other currencies as listed in the table below), you must also get a signature confirmation of the delivery (except for buyers having a PayPal Account registered: in Albania, Andorra, Bosnia and Herzegovina, Croatia, Iceland, Israel, Turkey, or Ukraine to whom such requirement won't apply).

\$250 USD signature confirmation requirement – other currencies equivalents:

Currency	Amount	Currency	Amount
Australian Dollar:	\$350 AUD	New Zealand Dollar:	\$380 NZD
Brazilian Real:	R \$500 BRL	Norwegian Krone:	1,600 NOK
Canadian Dollar:	\$325 CAD	Philippine Peso:	12500 PHP
Czech Republic Koruna:	6,000 CZK	Polish New Zloty:	800 PLN
Danish Krone:	1,500 DKK	Russian Ruble:	8,500 RUB
Euro:	€200 EUR	Singapore Dollar:	\$400 SGD
Hong Kong Dollar:	\$2,000 HKD	Swedish Krona:	2,000 SEK
Hungarian Forint:	55,000 HUF	Swiss Franc:	330 CHF

Israeli New Shekel:	1,000 ILS	Taiwan New Dollar:	8250 TWD
Japanese Yen:	¥28,000 JPY	Thai Baht:	9000 THB
Malaysian Ringgit	1000 MYR	Turkish Lira:	375 TRY
Mexican Peso:	\$2,200 MX	U.K. Pound Sterling:	£150 GBP
		U.S. Dollar:	\$250.00 USD

• Claim Resolution Process. Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal fees associated with the transaction. If you are a Seller and you lose a SNAD Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back.

**7.6 Digital Goods Micropayment Disputes and Claims**. If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD

Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of Digital Goods refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 7 to attempt to resolve the issue with the Seller directly.

7.7 Relationship between PayPal's protection programs and Chargebacks. Credit card Chargeback rights, if they apply, may be broader than PayPal's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD, and may cover intangible items. You may pursue a Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal, and also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

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

**7.8 No Double Recovery.** You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from the Seller or another third party, or if you have already filed a case for that purchase with the Seller or another third party.

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### 8. Errors and Unauthorized Transactions.

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

An Unauthorized Transaction occurs when a payment is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.

#### 8.2 Notification Requirements.

- a. You should immediately notify PayPal if you believe:
  - there has been an Unauthorized Transaction or unauthorized access to your Account;
  - there is an Error in your Account history statement (you can access your Account history by logging into your Account and clicking on a link to "View all of my transactions") or in your transaction confirmation sent to you by email;
  - your password or PayPal Mobile PIN has been compromised;
  - your PayPal Mobile-activated phone has been lost, stolen or deactivated; or
  - you need more information about a transaction listed on the statement or transaction confirmation.
- b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good reason, such as a hospital stay, kept you from notifying us within 60 Days.

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

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

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

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

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

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

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

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).
- If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.

If we determine that there was an Unauthorized Transaction or Error, we will promptly credit the full amount into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an Unauthorized Transaction or Error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

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

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## 9. PayPal Seller Protection.

For seller protection terms for sellers in Mexico, **click here**.

For seller protection terms for sellers in China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam, <u>click here</u>.

For seller protection terms for sellers in **Turkey and Israel**, **click here**.

#### 9.1 PayPal Seller Protection.

PayPal Seller Protection is protection we provide to Sellers from Claims, Chargebacks, or Reversals that are based on

- · Unauthorized Transaction; or
- · Item Not Received.

PayPal Seller Protection is available for eligible payments from buyers in any country. If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies

of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available **here**) as these policies will apply to you as a Payment Recipient or Seller.

- **9.2 Scope of Protection**. PayPal will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable.
- **9.3 Eligibility Requirements.** To be eligible for PayPal Seller Protection, you must meet all of the basic requirements listed below under (a) Basic Requirements. To be covered for Item Not Received protection you must meet both the Basic Requirements and the Item Not Received Additional Requirements listed below under (b). To be covered for Unauthorized Transactions protection you must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements listed below under (c)
  - a. Basic Requirements:
    - You must ship the item to the shipping address on the Transaction Details Page.
    - You must respond to PayPal's requests for documentation and other information in a timely manner.
    - The item must be a physical, tangible good that can be shipped.
  - b. Item Not Received Additional Requirements:
    - The payment must be marked "eligible" or "partially eligible" for PayPal Seller Protection on the Transaction Details Page.
    - You must have a Proof of Delivery as described below in Section 9.4.
    - You must ship the item within 7 Days of receipt of payment. Or, if the payment is
      for pre-ordered or made-to-order goods, shipment is required within the timeframe
      specified in your item listing.
  - c. Unauthorized Transactions Additional Requirements:
    - The payment must be marked "eligible" for PayPal Seller Protection on the Transaction Details Page.
    - You must have a Proof of Shipment or a Proof of Delivery as described below in Section 9.4.

#### 9.4 Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements:

"Proof of Shipment" is online or physical documentation from a shipping company that includes all of the following:

• The date the item is shipped.

• The recipient's address, showing at least the city/state or postal code (or international equivalent).

"Proof of Delivery (for tangible items)" is online documentation from a shipping company that includes all of the following:

- The date the item is delivered.
- The recipient's address, showing at least the city/state or postal code (or international equivalent).
- Signature Confirmation as described below for payments of \$750 USD or more (or the following equivalents), save for Sellers having a PayPal Account registered in Albania, Andorra, Bosnia and Herzegovina, Croatia, Turkey and Ukraine to whom such requirement won't apply):

Currency	Amount	Currency	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	\$1750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble	27,000 RUB
Euro	€550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB
Malaysian Ringgit	2,500 MYR	Turkish Lira	1,600 TRY
Mexican Peso	\$10,000 MXN	U.K. Pound Sterling	£450 GBP
		U.S. Dollar	\$750 USD

<sup>&</sup>quot;Signature Confirmation" is online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

"Proof of Delivery (for intangible or virtual items or services)" means any compelling evidence to show the purchase order was fulfilled and includes all of the following:

a. The date the item or service was provided;

b. The recipient's address (email/IP, etc) where applicable.

NOTE: Although Buyer Protection extends coverage to buyers for intangible items, Seller Protection does not apply to intangible items.

**9.5 Items/Transactions not Eligible for PayPal Seller Protection**. The following are examples of items/transactions not eligible for PayPal Seller Protection:

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person, including at a point of sale.
- Intangible items, including Digital Goods and services.
- PayPal Direct Payments (including Virtual Terminal Payments and Website Payments Pro/Plus payments).
- Items that are not shipped to the recipient address. If you originally ship the item to the
  recipient address but the item is later redirected to a different address, you will not be
  eligible for PayPal Seller Protection. We therefore recommend not using a shipping
  service that is arranged by the buyer, so that you will be able to provide valid proof of
  shipping and delivery.

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### 10. Restricted Activities.

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

- a. Breach this Agreement, the <u>Commercial Entity Agreement</u>, the <u>Acceptable Use</u>
   <u>Policy</u> or any other Policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- f. Provide false, inaccurate or misleading Information;

- g. Engage in potentially fraudulent or suspicious activity and/or transactions;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or credit card issuer for the same transaction during the course of a dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities:
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- I. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative balance;
- Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- p. Access the PayPal Services from a country that is not listed on PayPal's **Worldwide page**.
- q. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
- Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- t. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- u. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services; or
- w. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers.

## 11. Your Liability - Actions We May Take.

#### 11.1 Your Liability.

- a. **General.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. Liability for Claims under PayPal Buyer Protection. If you are a Seller and you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the Buyer Protection policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection policies available <a href="here">here</a>). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions see Section 9 (PayPal Seller Protection) above.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal Seller Protection will not cover your liability for SNAD Claims.

c. Liability for claims filed under eBay's Money Back Guarantee program. If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay. If your balance is insufficient to cover the amount of such a claim, PayPal will place a hold on your Account. This hold will remain on your Account until: (1) the date that sufficient funds become available to cover the

- amount of such claim, at which time such funds will be removed from your Account; or (2) 20 Days from the date of eBay's final decision, at which time an amount not greater than the amount of such claim will be removed from your Account.
- d. Liability for instructions given by you on your Account. Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by PayPal. PayPal will not be liable for any loss or damage you or anyone else suffers where PayPal acts on those instructions in good faith, unless it was proved that PayPal was negligent.
- 11.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your Balance or reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.
- 11.3 Actions by PayPal Restricted Activities. If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, Affiliates other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
  - a. We may close, suspend, or limit your access to your Account or the PayPal Services;
  - b. We may suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection:
  - c. We may refuse to provide the PayPal Services to you now and in the future; and
  - d. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to PayPal or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

#### 11.4 Actions by PayPal - Holds.

a. Risk-Based Holds. PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear in your "pending balance" and the payment status will indicate the hold, for example it

can show as "Completed - Funds not yet available." If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.

b. Disputed Transaction Holds. If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller Protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

#### 11.5 Actions by PayPal - Reserves.

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

11.6 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. PayPal, in its sole discretion, reserves the right to terminate this Agreement and/or access to the PayPal Services for any reason and at any time upon notice

and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

11.7 Acceptable Use Policy Violations. If you violate the Acceptable Use Policy then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages for each violation of the Acceptable Use Policy. You agree that \$2,500.00 USD (or equivalent) per transaction in violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing balance in the offending Account, or any other Account you control.

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## 12. Disputes with PayPal.

**12.1 Contact PayPal First.** If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the PayPal Services may be reported to Customer Service online through the <a href="PayPal Help Center">PayPal Help Center</a> at any time, or by calling (402) 935-2050 (in the U.S.) from 6 AM to midnight, U.S. Central Time.

**12.2 Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD (or other currencies equivalents), the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through the Singapore International Arbitration Centre or any

other established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- **12.3 Law and Forum for Disputes.** Except as otherwise agreed by the parties or as described in Section 12.2 above, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in Singapore or where the defendant is located. You agree to submit to the personal jurisdiction of the courts located within Singapore for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of Singapore as such laws are applied to agreements entered into and to be performed entirely within Singapore, without regard to conflict of law provisions.
- **12.4 Improperly Filed Litigation.** All claims you bring against PayPal must be resolved in accordance with Section 12 of this Agreement. All claims filed or brought contrary to Section 12 shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to Section 12, PayPal may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that PayPal has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.
- 12.5 Notices to You. You agree that PayPal may provide you Communications about your Account and the PayPal Services electronically. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.
- **12.6 Notices to PayPal.** Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to PayPal must be sent by postal mail to: PayPal Pte. Ltd., Attention: Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985.
- **12.7 Insolvency Proceedings.** If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable

costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

**12.8 Release of PayPal.** If you have a dispute with one or more Users, you release PayPal and Affiliates (and their officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

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### 13. General Terms.

- 13.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDAREIS AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.
- **13.2 Services Limitation.** PayPal is not a bank and the PayPal Services are payment processing services rather than banking services. PayPal is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian. PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.
- 13.3 No Warranty. THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED

WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the PayPal Services and PayPal cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country to country.

**13.4 Indemnification.** You agree to defend, indemnify and hold PayPal, Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of the PayPal Services.

13.5 License Grant. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control

nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

- 13.6 License Grant from You to PayPal; IP Warranties. Subject to section 13.7, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection with the PayPal Services.
- 13.7 License Grant from Merchants to PayPal. Section 13.6 notwithstanding, if you are a Merchant using PayPal Services, you hereby grant us a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free right to use and display publicly, during the term of this Agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a Merchant that accepts a PayPal Service as a payment form, and (2) any other use to which you specifically consent.
- 13.8 Intellectual Property. "PayPal.com," "PayPal", "PayPal.com.br", "PayPal.com.com", "PayPal.com.com", "PayPal.com.com", "PayPal.com.com", "PayPal.com.tr", "PayPal.com.sg" and all other URLs, logos and trademarks related to the PayPal Services are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the PayPal Services. You may not alter, modify or change these HTML logos in any way, use them

in a manner that is disparaging to PayPal or the PayPal Services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the PayPal Services, the technology related to the PayPal Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

- **13.9 Calls to You; Mobile Telephone Numbers.** By providing PayPal a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from PayPal at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of the PayPal Services at that number.
- **13.10 Marketing.** If you receive Information about another User through the PayPal Services, you must keep the Information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a 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.
- **13.11 Password Security.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the PayPal Services.
- 13.12 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.
- **13.13 Complete Agreement and Survival.** This Agreement, along with any applicable Policies on the <u>Legal Agreements</u> page on the PayPal website, sets forth the entire understanding

between you and PayPal with respect to the PayPal Services. Sections 6 (Closing Your Account), 11 (Your Liability – Actions We May Take), 12 (Disputes with PayPal), 13 (General Terms), 14 (Definitions), and Exhibit A (Fees) as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

- **13.14 Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- **13.15 Translated Agreement.** Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.
- **13.16 No Waiver.** Our failure 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.
- **13.17 Assumption of Rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

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### 14. Definitions.

"Account" or "PayPal Account" means a Personal or Business PayPal Account.

"Account Profile" means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.

- "Add Money" or "Top Up" means your ability to transfer money from your bank account to your PayPal Account.
- "Affiliate" means PayPal Holdings Inc. or a company that is a direct or indirect subsidiary of PayPal Holdings Inc., or otherwise related to PayPal through common ownership or control.
- "Authorize" or "Authorization" means a buyer's express authorization to a Merchant to collect a payment from the buyer's PayPal Account.
- "Automatic Transfer" means a withdrawal of your Account balance that is initiated by PayPal. If your Account is registered in one of the Automatic Transfer Countries, then your balance will be regularly withdrawn to your linked financial instrument pursuant to these terms and conditions.
- "Automatic Transfer Countries" means Albania, Algeria, Antigua and Barbuda, Barbados, Belize, Bosnia and Herzegovina, Dominica, Egypt, Fiji, French Polynesia, Grenada, Malawi, New Caledonia, Palau, Saint Kitts and Nevis, Saint Lucia, Seychelles, Trinidad and Tobago, Turks and Caicos.
- "Business Account" means an Account used primarily for business purposes and not for personal, family, or household purposes.
- "Business Days" means Monday through Friday, excluding the official national holidays recognized in Singapore.
- "Chargeback" means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.
- "Claim" means a challenge to a payment that a User files directly with PayPal in the Online Resolution Center pursuant to Section 7 of this Agreement.
- "Commercial Entity Agreement" means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).
- "Commercial Payment" means as defined in Exhibit A (Fees) below.
- "Communications" means any Account or transaction information that PayPal provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure;

transaction receipts or confirmations; Account statements and history; and tax statements we are required to make available to you.

"Customer Service" is PayPal's customer support which can be accessed online through the <u>PayPal Help Center</u> at any time, or by calling (402) 935-2050 (in the U.S.) from 6 AM to midnight U.S. Central Time.

"Days" means calendar days.

"Default Payment Methods" means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.

"Digital Goods" means goods that are delivered and used in an electronic format.

"Dispute" means a dispute filed by a User directly with PayPal in the Online Resolution Center pursuant to Section 7 of this Agreement.

"eBay" means eBay Inc.

"eCheck" means a payment funded using a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the U.S.

"Error" means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.

"Fees" means those amounts stated in Exhibit A (Fees) of this Agreement.

"Information" means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.

"Instant Transfer" means a payment funded using the sender's bank account in which PayPal credits the recipient instantly.

"Item Not Received" means a challenge to a payment from a User claiming that the item purchased was not received.

- "Merchant" and "Seller" are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payments.
- "Micropayments for Digital Goods" means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools.
- "No Log-In Payment" means a PayPal payment that is made without the sender having to log into his/her Account.
- "Payment Method" means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction (subject to availability): balance, Instant Transfer, eCheck, credit card, debit card, and Redemption Codes.
- "PayPal," "we," "us" or "our" means PayPal Pte. Ltd.
- "PayPal Direct Payment" means a payment that is made directly through the buyer's credit or debit card and not through a PayPal Account, such as payments made through Website Payments Pro.
- "PayPal Mobile" means a PayPal Service that allows you to send and receive payments through your mobile phone.
- "PayPal Seller Protection" means the protection program PayPal offers Sellers as described in Section 9.
- "PayPal Services" means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- "Personal Payment" means a payment to a friend or a family member for goods and/or services such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts. Personal Payments are not available in most countries.
- "Policy" or "Policies" means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the PayPal Services.
- "Preapproved Payment" means a payment in which the recipient is provided advance
  Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in
  accordance with the recipient's agreement with the sender. Preapproved Payments are

sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."

"Preferred Payment Method" means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

"Redemption Code" means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.

"Reserve" means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the PayPal Services.

"Restricted Activities" means those activities described in Section 10 of this Agreement.

"Reversal" means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal, Affiliates, or any direct or indirect PayPal subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other Policy, or (e) PayPal decided a Claim against you.

"Seller" - see "Merchant" definition.

"Significantly Not as Described" has the definition provided in Section 7.1 of this Agreement.

"Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

**"Top Up"** – see "Add Money" definition.

"Transaction Details Page" means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the individual transaction in your Account on the PayPal website.

"Verified Account" means an Account status that reflects that PayPal has verified that an Account holder has legal control of one or more of his or her Payment Methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.

"Virtual Terminal Payment" means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a credit or debit card and not through an Account. "User" means any person or entity using the PayPal Services including you.

"Unauthorized Transaction" means as defined in Section 8.1 of this Agreement.

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# **Exhibit A - Fees.**

Overview. PayPal charges the following Fees:

1.

- a. Commercial Payments Fee.
- b. Additional Fees:
  - Currency Conversion Processing Fee;
  - Withdrawing your Balance Fee;
  - eCheck Fee;
  - Chargeback Fee;
  - · Credit Card and Debit Card Confirmation Fee; and
  - Records Request Fee.
- c. Fees for other pricing categories:
  - Micropayments Fee;
  - Micropayment for Digital Goods Fee;
  - Mass Payments / Payouts Fee;
  - · Personal Payments Fee; and
  - Installments Processing Fee in Mexico;

For additional information about the Fees applicable to you view your country's **Fees page**.

#### 2. Commercial Payments Fee.

A Commercial Payment includes the following:

A payment for the sale of goods or services;

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

Activity	Country	<b>Commercial Payments</b>	Fee		
	All	Domestic payments:	Standard Rate	: 3.4% + Fixed Fee	
			Merchant Rate	From 2.4% to 3.4% + Fixed Fee	
	except as	Intermetional	Standard Rate	: 3.9% + Fixed Fee	
	below	International payments:	Merchant Rate**:	From 2.9% to 3.9% + Fixed Fee	
Receivin g Commer	Albania Andorra Bosnia and Herzegov ina Croatia	Domestic payments:	Standard Rate  Merchant  Rate*:	: 3.4% + Fixed Fee From 2.4% to 3.4% + Fixed Fee	
cial Payment	Georgia, Iceland Moldova	International payments:	See table below.		
S	Monaco Serbia Turkey				
	Argentin a				
	payments interna	Domestic payments and international payments:	d	Standard Rate: 5.4% + Fixed Fee  Merchant Rate: From 4.4% to 5.4%	
	only) Bahamas Bermuda Cayman			+ Fixed Fee	

	Islands			
	Chile			
	Colombi			
	a			
	Costa			
	Rica			
	Dominic			
	an			
	Republic			
	Ecuador			
	El			
	Salvador			
	Guatemal			
	a			
	Honduras			
	Jamaica			
	Nicaragu			
	a			
	Panama			
	Peru			
	Uruguay			
	Venezuel			
	a		<u> </u>	
	China		Standard Rate#:	3.9% + Fixed Fee
	Hong		Standard eBay	2.40/ . E' 1.E
	Kong		Rate##:	3.4% + Fixed Fee
	India	Domestic payments: (where	Merchant Rate#*:	From 2.7% to 3.9% +
	Indonesia	applicable)		Fixed Fee
	Malaysia Philippin		Merchant eBay	From 2.4% to 3.4% +
			Rate##*:	Fixed Fee
	es		Standard Rate#:	4.4% + Fixed Fee
	Singapor e Taiwan			4.470 + 1 1xcu 1 cc
		International payments:	Standard eBay	3.9% + Fixed Fee
			Rate##:	
	Thailand		Merchant Rate#*:	From 3.2% to 4.4% +

Vietnam					Fixed Fee
			chant e##*:	eBay	From 2.9% to 3.9% + Fixed Fee
Automati c Transfer Countries					
except for:	Domestic payments and	<u>d</u>	Stance:		4.9% + Fixed Fee
Albania, Bosnia	international payments:	<u>:</u>	Merc Rate		From 3.9% to 4.9% + Fixed Fee
and Herzegov ina and Egypt					
	Domestic payments:	Standard F Merchant Rate*:	Rate:		Fixed Fee 9% to 3.6% + Fixed
Japan	International payments:	Standard F Merchant Rate*:	Rate:		Fixed Fee 9% to 3.9% + Fixed
	Domestic payments:	Standard F  Merchant  Rate*:	Rate:		Fixed Fee 0% to 4.0% + Fixed
Mexico	International payments:	Standard F Merchant Rate*:	Rate:		Fixed Fee 5% to 4.5% + Fixed
			T		T
Morocco	Domestic payments and international payments:		Stand Rate:		4.4% + Fixed Fee From 3.4% to 4.4% +
			Rate <sup>3</sup>	<u>*·</u>	Fixed Fee

		Currency:	Fee:
		Australian Dollar:	\$0.30 AUD
		Brazilian Real:	R\$0.60 BRL
		Canadian Dollar:	\$0.30 CAD
		Czech Koruna:	10.00 CZK
		Danish Kroner:	2.60 DKK
		Euro:	€0.35 EUR
		Hong Kong Dollar:	\$2.35 HKD
		Hungarian Forint:	90.00 HUF
		Israeli New Shekel:	1.20 ILS
		Japanese Yen:	¥40.00 JPY
	All countries	Malaysian Ringgit:	2.00 MYR
Fixed		Mexican Peso:	4.00 MXN
Fee		New Zealand Dollar:	\$0.45 NZD
		Norwegian Krone:	2.80 NOK
		Philippine Peso:	15.00 PHP
		Polish Zloty:	1.35 PLN
		Russian Ruble:	10 RUB
		Singapore Dollar:	\$0.50 SGD
		Swedish Krona:	3.25 SEK
		Swiss Franc:	0.55 CHF
		New Taiwan Dollar:	\$10.00 TWD
		Thai Baht:	11.00 THB
		Turkish Lira:	0.45 TRY
		U.K. Pounds Sterling:	£0.20 GBP
		U.S. Dollar:	\$0.30 USD

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

- # excludes transactions on eBay website, Website Payments Pro Hosted Solution,
   Virtual Terminal, PayPal Here and carrier billing products.
- ## for transactions on eBay website only.
- Receiving International Commercial Payments in Albania, Andorra, Bosnia and Herzegovina, Croatia, Georgia, Iceland, Moldova, Monaco, Serbia, Turkey.
- The Fee depends on the buyer's country.

Activity	Seller's Country	Buyer's Country	Fee	
			Standard Rate:	3.8% + Fixed Fee
		Northern Europe*:	Merchant Rate^:	From 2.8% to 3.8% + Fixed Fee
		II C Canada Farran I **	Standard Rate:	3.9%+ Fixed Fee
	Turkey, Andorra,	U.S, Canada, Europe I **:	Merchant Rate^:	From 2.9% to 3.9% + Fixed Fee
	Iceland, Monaco		Standard Rate:	4.4% + Fixed Fee
İ		Europe II ***:	Merchant Rate^:	From 3.4% to 4.4% + Fixed Fee
			Standard Rate:	4.9% + Fixed Fee
n		All other countries:	Merchant Rate^:	From 3.9% to 4.9% + Fixed Fee
Receiving  Commercial	Albania, Bosnia & Herzegovina,		Standard Rate:	3.8% + Fixed Fee
Payments		Northern Europe*:	Merchant Rate^:	From 2.8% to 3.8% + Fixed Fee
		Europe I **:	Standard Rate:	3.9%+ Fixed Fee
			Merchant Rate^:	From 2.9% to 3.9% + Fixed Fee
		U.S, Canada:	Standard Rate:	4.4%+ Fixed Fee
	Croatia, Georgia, Moldova,, Serbia,		Merchant Rate^:	From 3.4% to 4.4% + Fixed Fee
			Standard Rate:	4.7% + Fixed Fee
		Europe II ***:	Merchant Rate^:	From 3.7% to 4.7% + Fixed Fee
		All other countries:	Standard Rate:	5.2% + Fixed Fee
			Merchant Rate^:	From 4.2% to 5.2% + Fixed Fee
Fixed Fee			See in table above	

- \* Northern Europe: Denmark, Faroe Islands, Finland (including Aland Islands),
   Greenland, Iceland, Norway, Sweden.
  - \*\* Europe I: Austria, Belgium, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City State.
  - \*\*\* Europe II: Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo^, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.
- ^ Merchant Rate: To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria click <a href="here">here</a>. To apply for Merchant Rate click <a href="here">here</a>.
  - ^^ Buyers in these countries cannot open a PayPal Account but can make purchases using their credit cards on certain merchants' websites.

**Note:** Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or European Economic Area or in Monaco will be treated as Domestic Personal Payments for the purpose of applying Fees.

#### 3. Hotel merchant rate

The hotel merchant rate is only available to hotel merchants with PayPal Accounts registered in Singapore, Malaysia, Indonesia, Thailand, Vietnam and Philippines that:

- (a) integrate their point of sale with a PayPal approved internet booking engine partner at their own cost:
- (b) hold a valid Business Account in good standing; and
- (c) obtain approval from PayPal.

PayPal will determine in its sole discretion whether you are approved for the hotel merchant rate. The hotel merchant rate is limited to processing payments received for goods and services relating to your hotel business only. Notwithstanding any other rights we have under this Agreement, we may in our sole discretion, immediately revoke your approval for the hotel merchant rate.

If you are approved for the hotel merchant rate, you will pay:

Domestic payments (where	Standard Rate#:	2.8%
applicable) and International		
payments		

## 4. Additional Fees.

Ac tivi	Additional Fees	
ty		
	Country:	Fee:
	All countries except as listed below.	2.5% (added to the exchange rate)
	Mexico	3.5% (added to the exchange rate)
Cu rre nc	Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados,	
y Co nv	Belize, Bermuda, Bolivia, Cayman	
ers	Islands, Chile, Colombia, Costa	4.5% (added to the exchange rate)
ion	Rica, Dominica,	
	Dominican Republic,	
	Ecuador, El	
	Salvador, Falkland	
	Islands, Grenada,	
	Guatemala, Guyana,	

Ethiopia, Gabon, Gambia, Ghana,	Currency Conversion that occurs when sending a Personal or a Commercial Payment:  3.5% added to the exchange rate.  Currency conversion that occurs when receiving other payments (including Mass Payments or Payouts), withdrawing funds to your local bank account (if your PayPal balance is held in a currency other than your local currency), adding funds from a bank account to your
Bissau, Ivory Coast, Jordan, Kazakhstan, Kenya, Kuwait,	PayPal Account or when transferring funds between your PayPal balances held in different currencies (as applicable);  2.5% added to the exchange rate
Kyrgyzstan, Lesotho, Madagascar, Malawi, Mali, Mauritania,	

China, Federated	or a Commercial Payment:
Bhutan, Cambodia,	Currency Conversion that occurs when sending a Persona
	2.5% added to the exchange rate
	applicable);
Turkey, Ukraine.	PayPal balances held in different currencies (as
Montenegro, Serbia,	PayPal Account or when transferring funds between your
Moldova,	currency, adding funds from a bank account to your
Iceland, Macedonia,	PayPal balance is held in a currency other than your loca
Croatia, Georgia,	withdrawing funds to your local bank account (if your
Herzegovina,	payments (including Mass Payments or Payouts),
Belarus, Bosnia and	Currency conversion that occurs when receiving other
Albania, Andorra,	4% added to the exchange rate.
	or a Commercial Payment:
	<b>Currency Conversion that occurs when sending a Person</b>
Zambia, Zimbabwe	
Emirates, Yemen,	
Uganda, United Arab	
Turkmenistan,	
Togo, Tunisia,	
Tajikistan, Tanzania,	
Swaziland,	
Africa, St. Helena,	
Somalia, South	
Senegal, Seychelles, Sierra Leone,	
Saudi Arabia,	
Tome And Principe,	
Qatar, Rwanda, Sao	
Nigeria, Oman,	
Namibia, Niger,	
Mozambique,	

Hong Kong, India, Indonesia, Japan, Korea, Laos, Malaysia, Maldives, Mongolia, Nepal, New Zealand, Philippines, Samoa, Singapore, Sri Lanka, Taiwan, Thailand, Tonga, Vietnam The Fee depends on the currency into which the amount is converted, as listed in the table below and is added to the exchange rate.

Currency:	Fee:
Argentine Peso:	4%
Australian Dollar:	4%
Brazilian Real:	4%
Canadian Dollar:	3.5%
Czech Koruna:	4%
Danish Kroner:	4%
Euro:	4%
Hong Kong Dollar:	4%
Hungarian Forint:	4%
Indian Rupee:	4%
Israeli New Shekel:	4%
Japanese Yen:	4%
Malaysian Ringgit	4%
Mexican Peso:	4%
New Zealand Dollar:	4%
Norwegian Krone:	4%
Philippine Peso:	4%
Polish Zloty:	4%
Russian Ruble:	3.5%
Singapore Dollar:	4%
Swedish Krona:	4%
Swiss Franc:	4%
New Taiwan Dollar:	4%
Thai Baht:	4%
Turkish Lira:	4%
U.K. Pounds Sterling:	4%
U.S. Dollar:	3.5%

Currency conversion that occurs when receiving other

	PayPal balance is held in a currency), adding funds from PayPal Account or when the PayPal balances held in different to the payPal balances held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in a current to the payPal balance is held in different to the payPal balance is held in the p	local bank account (if your currency other than your local om a bank account to your ransferring funds between your ferent currencies (as applicable)
	2.5% added to the exchange	
	or a Commercial Payment:	occurs when sending a Personal
	2.5% above the wholesale ex	
	payments (including Mass withdrawing funds to your PayPal balance is held in a currency), adding funds from PayPal Account or when trees.	local bank account (if your currency other than your local
Monaco	Between 3.0% and 4.0% abo	ve the wholesale exchange rate
TVIOII CO		<b>nto which</b> the relevant amount is
	converted (please refer to the	e table below).
	Currency and Code	Currency Conversion Fee
	Argentine Peso (ARS):	4.0%
	Australian Dollar (AUD):	4.0%
	Brazilian Real (BRL):	4.0%
	Canadian Dollar (CAD):	3.0%
	Czech Koruna (CZK):	3.5%
	Danish Krone (DKK):	3.5%
	Euro (EUR):	3.5%
	Hong Kong Dollar (HKD):	4.0%
	Hungarian Forint (HUF):	3.5%

Israeli Shekel (ILS):	4.0%	
Japanese Yen (JPY):	4.0%	
Malaysian Ringgit (MYR):	4.0%	
Mexican Peso (MXN):	4.0%	
New Zealand Dollar (NZD):	4.0%	
Norwegian Krone (NOK):	3.5%	
Philippine Peso (PHP):	4.0%	
Polish Zlotych (PLN):	3.5%	
Russian Ruble (RUB):	3.5%	
Swedish Krona (SEK):	3.5%	
Swiss Franc (CHF):	3.5%	
Taiwan New Dollar (TWD):	4.0%	
Thai Baht (THB):	4.0%	
Turkish Lira (TRY):	3.5%	
U.K. Pounds Sterling (GBP):	3.5%	
U.S. Dollar (USD):	3.0%	

When a currency conversion is required, it will be completed at a foreign exchange rate determined by a licensed 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. The exchange rate includes a processing Fee expressed as a percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal. You may have the option (depending on the country you are residing in and the type of funding source) to Opt Out of currency conversion before you complete the transaction by selecting Other Conversion options on the Review Your Information page during checkout.

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

	that currency conversion.			
	Where your payment is funded by a Debit or Credit Card and involves a currency conversion by PayPal, you consent to and authorize PayPal to convert the currency in place of your Credit or Debit card issuer.			
	Withdrawal Method:	Fee:		
	Withdrawal Nethod: Withdrawals you make to your U.S. bank account.	Free:		
	Automatic transfers we make to your credit card or U.S. bank account.	Free		
Wi th dr aw ing	Withdrawals you make to your local bank account.  Withdrawals you make to your credit card.	Fee varies by country. See <u>Fee Page</u> and select the appropriate country to view Fees.  Bank Return Fee on Withdrawal in Iceland and Croatia: 3.00 EUR		
yo ur Ba lan ce	Withdrawal via a physical check sent to you.  Return Fee if the withdrawal information you provided is incorrect or incomplete.	If you withdraw your than the currency in vaccount is denominated charged Currency Coabove.	which the balance ted, you will add	e on your litionally be
	Withdrawal via PayPal Retiros	Please see terms and	conditions of ser	vice.
	Withdrawal via PayPal Retiros  Withdrawals you make in USD to your USD- denominated Taiwan bank account using a PayPal partner bank withdrawal service.  Please see terms and conditions of service  2.5% of the withdrawal amount			
Re cei vin	For sellers in the countries listed below, there is a maximum fee per payment for receiving eCheck-funded payments as follows. The cap depends on the currency of the payment:			
g eC he	China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam  Currency: Fee:  Australian 50.00 Dollar: AUD			50.00

cks	Albania, Andorra, Bosnia and Herzegovina, Croatia,	Descrition Dool.	75.00
	Georgia, Iceland, Moldova, Monaco, Serbia, Turkey	Brazilian Real:	BRL
		Canadian	45.00
		Dollar:	CAD
		Czech Koruna:	850.00 CZK
		Danish Krone:	250.00 DKK
		Euro:	35.00 EUR
		Hong Kong Dollar:	330.00 HKD
		Hungarian Forint:	9250 HUF
		Israeli New Shekel:	160.00 ILS
		Japanese Yen:	4000 JPY
		Malaysian Ringgit:	150.00 MYR
		Mexican Peso:	540.00 MXN
		New Zealand Dollar:	60.00 NZD
		Norwegian Krone:	270.00 NOK
		Philippine Peso:	1900.00 PHP
		Polish Zloty:	140.00 PLN
		Russian Ruble:	1400.00 RUB
		Singapore	60.00

			Dollar:	SGD
			Swedish	320.00
			Krona:	SEK
			Swiss Franc:	50.00 CHF
			Taiwan New	1350.00
			Dollar:	TWD
			Thai Baht:	1400.00 THB
			Turkish Lira:	80.00 TRY
			U.K. Pounds Sterling:	30.00 GBP
			U.S. Dollar:	45.00 USD
		Currency:	Fee:	
		Australian Dollar:	\$15.00 AUD	
		Brazilian Real:	R\$20.00 BRL	
		Canadian Dollar:	\$15.00 CAD	
		Czech Koruna:	250.00 CZK	
Ch		Danish Kroner:	60.00 DKK	
ar		Euro:	€11.25 EUR	
ge	All countries except as listed below	Hong Kong Dollar:	\$75.00 HKD	
ba		Hungarian Forint:	2000.00 HUF	
cks		Israeli New Shekel:	40.00 ILS	
		Japanese Yen:	¥1300.00 JPY	
		Malaysian Ringgit:	40.00 MYR	
		Mexican Peso:	110.00 MXN	
		Norwegian Krone	65.00 NOK	
		New Zealand Dollar:	\$15.00 NZD	

Philippine Peso:	500.00 PHP
Polish Zloty:	30.00 PLN
Russian Ruble:	320.00 RUB
Singapore Dollar:	\$15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
New Taiwan Dollar:	\$330.00 TWD
Thai Baht:	360.00 THB
Turkish Lira:	15.00 TRY
U.K. Pounds Sterling:	£7.00 GBP
U.S. Dollar:	\$10.00 USD

**Currency:** 

Fee:

Australian 22.00 Dollar: AUD 35.00 Brazilian Real: BRL 20.00 Canadian Dollar: CAD 400.00 Czech Koruna: CZK Albania, Andorra, Bosnia and Herzegovina, Croatia, 120.00 Georgia, Iceland, Moldova, Monaco, Serbia, Turkey Danish Kroner: DKK 16.00 Euro: EUR 155.00 Hong Kong Dollar: HKD Hungarian 4325 Forint: HUF Israeli New 75.00 Shekel: ILS

Japanese Yen:	1875 JP
Malaysian	65.00
Ringgit:	MYR
Mexican Peso:	250.00 MXN
Norwegian	125.00
Krone	NOK
New Zealand Dollar:	28.00 NZD
Philippine Peso:	900.00 PHP
Polish Zloty:	65.00 PLN
Russian Ruble:	640.00 RUB
Singapore Dollar:	28.00 SGD
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New	625.00
Dollar:	TWD
Thai Baht:	650.00 THB
Turkish Lira:	30.00 TRY
U.K. Pounds	14.00
Sterling:	GBP
U.S. Dollar:	20.00 USD

The Chargeback Fee is charged at the time a Chargeback is applied to your Account

for a payment you receive. If you are eligible for PayPal Seller Protection for that payment, the Fee is waived. The Fee is based on the currency received.

	Currency:	Fee:		
	Australian Dollar:	\$2.00 AUD		
	Brazilian Real:	R 4.00 BRL		
	Canadian Dollar:	\$2.45 CAD		
	Czech Koruna:	50.00 CZK		
	Danish Kroner:	12.50 DKK		
	Euro:	€1.50 EUR		
	Hong Kong Dollar:	\$15.00 HKD		
Cr	Hungarian Forint:	400.00 HUF		
edi t	Israeli New Shekel:	8.00 ILS		
t Ca	Japanese Yen:	¥200.00 JPY		
rd	Malaysian Ringgit:	10.00 MYR		
an	Mexican Peso:	20.00 MXN		
d	New Zealand Dollar:	\$3.00 NZD		
De	Norwegian Krone:	15.00 NOK		
bit	Philippine Peso:	100.00 PHP		
Ca	Polish Zloty:	6.50 PLN		
rd Co	Russian Ruble:	60 RUB		
nfi	Singapore Dollar:	\$3.00 SGD		
rm	Swedish Krona:	15.00 SEK		
ati	Swiss Franc:	3.00 CHF		
on	New Taiwan Dollar:	\$70.00 TWD		
	Thai Baht:	70.00 THB		
	Turkish Lira:	3.00 TRY		
	U.K. Pounds Sterling:	£1.00 GBP		
	U.S. Dollar:	\$1.95 USD		

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

	process.
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Re	\$10.00 SGD (per item), or other currency equivalent.
qu	We will not charge you for records requested in connection with your good-faith
est	assertion of an error in your Account.
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# 5. Fees for Other Pricing Categories

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

Activity	Country	Micropayments Fee	
Receiving Commercial Payments	All countries (where Micropayments Fees are available)	Domestic payments:  5% + Micropayments Fixed Fee  International payments:  6%+ Micropayments Fixed Fee	
Micropayments Fixed Fee	All countries where available	Currency: Australian Dollar: Brazilian Real: Canadian Dollar: Czech Koruna: Danish Kroner: Euro: Hong Kong Dollar:	Fee: \$0.05 AUD R 0.10 BRL \$0.05 CAD 1.67 CZK 0.43 DKK €0.05 EUR \$0.39 HKD

Hungarian Forint:	15.00 HUF
Israeli New Shekel:	0.20 ILS
Japanese Yen:	¥7.00 JPY
Malaysian Ringgit:	0.20 MYR
Mexican Peso:	\$0.55 MXN
New Zealand Dollar:	\$0.08 NZD
Norwegian Krone:	0.47 NOK
Philippine Peso:	2.50 PHP
Polish Zloty:	0.23 PLN
Russian Ruble:	2.00 RUB
Singapore Dollar:	\$0.08 SGD
Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
New Taiwan Dollar:	2.00 TWD
Thai Baht:	1.80 THB
Turkish Lira:	0.08 TRY
U.K. Pounds Sterling:	£0.05 GBP
U.S. Dollar:	\$0.05 USD

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

Activity	Country	Micropayments for Digital Goods Fee	
	All countries		
Receiving	(where	Domestic payments:	
Micropayme	Micropayme	5% + Micropayments Fixed Fee	
nts for	nts for	International payments:	
<b>Digital Goods</b>	Digital	5.5% + Micropayments Fixed Fee	
	Goods are		

	available) except as listed below		
	Japan	Domestic payments: 5% + Micropayments  International payments 5^% to 5.3 % + Micropayments	<u>s</u> :
Albania, Andorra, Bosnia and		Domestic payments: 5% + Micropayments  International payments The Fee depends on the	<u>s:</u>
	Herzegovina, Croatia,	Buyer's Country	Fee
	Georgia, Iceland,	Northern Europe*	5.4% + Micropayments Fixed Fee
	Moldova, Monaco,	U.S., Canada, Europe I**	5.5% + Micropayments Fixed Fee
	Serbia, Turkey	Europe II***	6.0% + Micropayments Fixed Fee
	(where applicable)	All other countries	6.5% + Micropayments Fixed Fee
	China, Hong Kong, India, Indonesia, Malaysia, Philippines, Singapore, Taiwan, Thailand, Vietnam	Domestic payments: 5.5% + Micropayment International payments 6.0% + Micropayment	<u>5</u> :
Micropayme nts Fixed Fee	All countries where available	Currency: Australian Dollar: Brazilian Real: Canadian Dollar:	Fee: \$0.05 AUD R 0.10 BRL \$0.05 CAD

Czech Koruna:	1.67 CZK	
Danish Kroner:	0.43 DKK	
Euro:	€0.05 EUR	
Hong Kong Dollar:	\$0.39 HKD	
Hungarian Forint:	15.00 HUF	
Israeli New Shekel:	0.20 ILS	
Japanese Yen:	¥7.00 JPY	
Malaysian Ringgit:	0.20 MYR	
Mexican Peso:	\$0.55 MXN	
New Zealand Dollar:	\$0.08 NZD	
Norwegian Krone:	0.47 NOK	
Philippine Peso:	2.50 PHP	
Polish Zloty:	0.23 PLN	
Russian Ruble:	2.00 RUB	
Singapore Dollar:	\$0.08 SGD	
Swedish Krona:	0.54 SEK	
Swiss Franc:	0.09 CHF	
New Taiwan Dollar:	2.00 TWD	
Thai Baht:	1.80 THB	
Turkish Lira:	0.08 TRY	
U.K. Pounds Sterling:	£0.05 GBP	
U.S. Dollar:	\$0.05 USD	

b.\* Northern Europe: Denmark, Faroe Islands, Finland (including Aland Islands), Greenland, Iceland, Sweden.

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

<sup>\*\*\*</sup> Europe II: Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria,

Croatia, Czech Republic, Georgia, Hungary, Kosovo<sup>^</sup>, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.

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

^^ Buyers in these countries cannot open a PayPal Account but can make purchases using their credit cards on certain merchants' websites.

#excludes transactions on eBay website.

##for transactions on eBay website only.

**Note:** Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or European Economic Area or Monaco will be treated as Domestic Personal Payments for the purpose of applying Fees.

## c. Mass Payments / Payouts Fee.

Activit y	Coun try	Mass Payments / Payouts Fee			
Sendin g Mass Payme	All countr ies except as listed below	Domestic payments:  International payments:  2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below.			
nts or Payout s	Alban ia, Andor ra, Bosni a and	Domestic payments:  2% of the payment up to a Maximum Mass Payment/Payout Fee per recipient as listed below**.  International payments:  2% of the payment up to a Maximum Mass payments: Payment/Payout Fee per recipient as listed			

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Serbia		
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Ukrai		
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Hong		
Kong,		
China,		
India,		
Japan,		
Malay	Domestic payments	2% of the payment up to a Maximum Mass
sia,	(if available):	Payment/Payout Fee* per recipient as listed
New		below.
Zeala	International	2% of the payment up to a Maximum Mass
nd,	payments:	Payment/Payout Fee* per recipient as listed
Philip	1	below****.
pines,		
Singa		
pore,		
Taiwa		
n,		

	Thaila		
	nd		
		Currency:	Maximum Fee per recipient:
		Australian Dollar:	\$1.25 AUD
		Brazilian Real:	R\$2.00 BRL
		Canadian Dollar:	\$1.25 CAD
		Czech Koruna:	24.00 CZK
		Danish Kroner:	6.00 DKK
		Euro:	€0.85 EUR
		Hong Kong Dollar:	\$7.00 HKD
		Hungarian Forint:	210.00 HUF
*Maxi		Israeli New Shekel:	4.00 ILS
mum		Japanese Yen:	¥120.00 JPY
Mass		Malaysian Ringgit:	4.00 MYR
Payme nts /		Mexican Peso:	11.00 MXN
Payout		New Zealand Dollar:	\$1.50 NZD
s Fee		Norwegian Krone:	6.75 NOK
		Philippine Peso:	50.00 PHP
		Polish Zloty:	3.00 PLN
		Russian Ruble:	30 RUB
		Singapore Dollar:	\$1.60 SGD
		Swedish Krona:	9.00 SEK
		Swiss Franc:	1.30 CHF
		Turkish Lira:	1.50 TRY
		U.K. Pounds Sterling:	£0.65 GBP
		U.S. Dollar:	\$1.00 USD
**Max		Currency:	Maximum Fee per recipient:
imum		Australian Dollar:	\$8 AUD
Mass		Brazilian Real:	R \$12 BRL
Payme nts /		Canadian Dollar:	\$7 CAD
Payout		Czech Koruna:	140 CZK

s Fee for domest ic Euro:			
domest ic	s Fee	Danish Krone:	42 DKK
ic payme nts from:  Albani a, Macican Peso: 85 MXN  Andor ra, Bosnia and Herzeg ovina, Croati a, Singapore Dollar: \$10 NGD  Georgi a, Swedish Krona: 50 SEK  Georgi a, Taiwan New Dollar: \$20 TWD  Thai Baht: 230 THB  Turkish Lira: 12 TRY  Moldo va, Monac o, Serbia, Turkey , Ukrain e  ***Ma ximum  Mass  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	for	Euro:	€6 EUR
payme nts from: Albani a, Andor ra, Bosnia and Herzeg ovina, Croati a, Georgi a, Iceland Taiwan New Dollar: Moldo va, Monac Oo, Serbia, Turkey , Ukrain e  ****Ma ximum Mass Payme  the Malagrian Forint: Isadi Shekel: Israeli Shekel: 25 ILS Japanese Yen: W600 JPY Malaysian Ringgit: 25 MYR Mexican Peso: 85 MXN New Zealand Dollar: \$10 NZD Norwegian Krone: 45 NOK Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar:  ***Ma ximum Mass Payme  Currency: Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD		Hong Kong Dollar:	\$55 HKD
Israeli Shekel: 25 ILS Japanese Yen: 4600 JPY Malaysian Ringgit: 25 MYR Mexican Peso: 85 MXN New Zealand Dollar: \$10 NZD Norwegian Krone: 45 NOK Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY Moldo va, Monac o, Serbia, Turkey , ULK. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD  Currency: Maximum Fee per recipient: Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD		Hungarian Forint:	1540 HUF
from: Albani a, Andor Andor ra, Bosnia and Herzeg ovina, Croati a, Georgi a, Turkish Lira: Moldo va, Monac o, Serbia, Turkey , Ukrain e  ***Ma ximum Mass Payme  Japanese Yen:  Malaysian Ringgit: 25 MYR Malaysian Ringgit: 25 MYR  85 MXN New Zealand Dollar: \$10 NZD Norwegian Krone: 45 NOK Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar:  ***Ma ximum Mass Payme  Currency: Maximum Fee per recipient: Australian Dollar: \$45 CAD		Israeli Shekel:	25 ILS
Albani a, Andor ra, Bosnia and Herzeg ovina, Croati a, Georgi a, Turkish Lira: Moldo va, Monac o, Serbia, Turkey , Ukrain e  ***Ma ximum Malaysian Ringgit:  Malaysian Ringgit: 25 MYR Mexican Peso: 85 MXN New Zealand Dollar: \$10 NZD Norwegian Krone: 45 NOK Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar:  ***Ma ximum Mass Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD		Japanese Yen:	¥600 JPY
Mexican Peso: 85 MXN New Zealand Dollar: \$10 NZD Norwegian Krone: 45 NOK Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Iceland Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD  Currency: Maximum Fee per recipient: Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD		Malaysian Ringgit:	25 MYR
Andor ra, Norwegian Krone: 45 NOK Bosnia and Herzeg ovina, Croati a, Georgi a, Taiwan New Dollar: \$10 SEK Moldo va, Monac o, Serbia, Turkey , Ukrain e  ****Ma ximum Mass Payme  New Zealand Dollar: \$10 NZD NORWegian Krone: 45 NOK Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD  Currency: Maximum Fee per recipient: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD			85 MXN
Bosnia and Philippine Peso: 320 PHP Polish Zlotych: 23 PLN Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD VIS DOLLARS SEPBIA, Turkey , Ukrain e  ***Ma ximum Mass Payme  Currency: Maximum Fee per recipient: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD	· ·	New Zealand Dollar:	\$10 NZD
Bosnia and Herzeg ovina, Croati a, Georgi a, Georgi a, Moldo va, Monac o, Serbia, Turkey , Ukrain e ****Ma ximum Mass Payme	ra,	Norwegian Krone:	45 NOK
And Herzeg ovina, Croati a, Georgi a, Taiwan New Dollar: Moldo va, Monac o, Serbia, Turkey , Ukrain e  ***Ma ximum Mass Polish Zlotych: Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: \$5 GBP U.S. Dollar: \$7 USD  ***Ma Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD	Bosnia		320 PHP
Russian Ruble: 240 RUB Singapore Dollar: \$10 SGD Swedish Krona: 50 SEK Swiss Franc: 8 CHF Taiwan New Dollar: \$220 TWD Iceland Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD  Currency: Maximum Fee per recipient: Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD			23 PLN
Singapore Dollar: \$10 SGD  Swedish Krona: 50 SEK  Swiss Franc: 8 CHF  Taiwan New Dollar: \$220 TWD  Thai Baht: 230 THB  Turkish Lira: 12 TRY  U.K. Pounds Sterling: £5 GBP  U.S. Dollar: \$7 USD  Va,  Whonac  O,  Serbia,  Turkey  Ukrain  e  ***Ma  ximum  Mass  Payme  Singapore Dollar: \$10 SGD  Swedish Krona: 50 SEK  Swiss Franc: 8 CHF  Taiwan New Dollar: \$220 TWD  12 TRY  U.K. Pounds Sterling: £5 GBP  U.S. Dollar: \$7 USD  Maximum Fee per recipient: \$50 AUD  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	_		240 RUB
Swedish Krona: 50 SEK  Swiss Franc: 8 CHF  Taiwan New Dollar: \$220 TWD  Thai Baht: 230 THB  Turkish Lira: 12 TRY  U.K. Pounds Sterling: £5 GBP  Va,  Monac  o,  Serbia,  Turkey  ,  Ukrain  e  ****Ma ximum  Mass  Brazilian Pollar: \$50 AUD  Brazilian Pollar: \$45 CAD	, and the second second	Singapore Dollar:	\$10 SGD
Georgi a, Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD  Currency: Maximum Fee per recipient: Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD			50 SEK
Taiwan New Dollar: \$220 TWD Thai Baht: 230 THB Turkish Lira: 12 TRY U.K. Pounds Sterling: £5 GBP U.S. Dollar: \$7 USD  Currency: Maximum Fee per recipient: Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD	, i	Swiss Franc:	8 CHF
Turkish Lira: 12 TRY  U.K. Pounds Sterling: £5 GBP  U.S. Dollar: \$7 USD  Ukrain  e  ***Ma ximum Mass Payme  Turkish Lira: 12 TRY  Maximum Fee per recipient:  Sto AUD  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD		Taiwan New Dollar:	\$220 TWD
Moldo va, Monac o, Serbia, Turkey , Ukrain e  ***Ma ximum Mass Payme  U.K. Pounds Sterling: £5 GBP U.S. Dollar:  \$7 USD  Waximum Fee per recipient:  Australian Dollar: \$50 AUD  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	Iceland	Thai Baht:	230 THB
Va, Monac  O, Serbia, Turkey  Ukrain e  ***Ma ximum Mass Payme  U.K. Pounds Sterling: £5 GBP  U.S. Dollar:  \$7 USD  Maximum Fee per recipient:  Australian Dollar:  \$50 AUD  Brazilian Real:  R \$75 BRL  Canadian Dollar:  \$45 CAD	,	Turkish Lira:	12 TRY
Monac  O, Serbia, Turkey  Ukrain e  ***Ma ximum Mass Payme  U.S. Dollar: \$7 USD  *7 USD  Maximum Fee per recipient:  Australian Dollar: \$50 AUD  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	Moldo	U.K. Pounds Sterling:	£5 GBP
O, Serbia, Turkey  Ukrain e  ***Ma ximum Australian Dollar:  Brazilian Real: Canadian Dollar:  \$45 CAD	ŕ	U.S. Dollar:	\$7 USD
Serbia, Turkey  Ukrain e  ***Ma  ximum  Mass  Brazilian Real:  Canadian Dollar:  Structure  Maximum Fee per recipient:  Structure  Structure  Maximum Fee per recipient:  Australian Dollar:  Structure  Structur			
Turkey , Ukrain e  ***Ma  ***Ma  ximum  Mass  Brazilian Real:  Canadian Dollar:  \$45 CAD	, and the second		
Ukrain e  ***Ma  *ximum  Mass  Payme  Currency: Maximum Fee per recipient:  Australian Dollar: \$50 AUD  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD			
***Ma ximum Mass Payme  Currency: Maximum Fee per recipient:  Australian Dollar: \$50 AUD  Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	,		
***Ma ximum Australian Dollar: \$50 AUD Brazilian Real: R \$75 BRL Canadian Dollar: \$45 CAD	Ukrain		
Australian Dollar: \$50 AUD  Mass Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	e	1	
Mass Brazilian Real: R \$75 BRL  Canadian Dollar: \$45 CAD	***Ma	Currency:	Maximum Fee per recipient:
Payme Canadian Dollar: \$45 CAD	ximum	Australian Dollar:	\$50 AUD
	Mass	Brazilian Real:	R \$75 BRL
nts / Czech Koruna: 850 CZK	-	Canadian Dollar:	\$45 CAD
	nts /	Czech Koruna:	850 CZK

Payout	Danish Krone:	250 DKK
s Fee	Euro:	€35 EUR
for	Hong Kong Dollar:	\$330 HKD
interna	Hungarian Forint:	9250 HUF
tional	Israeli Shekel:	160 ILS
payme nts	Japanese Yen:	¥4000 JPY
from:	Malaysian Ringgit:	150 MYR
Albani	Mexican Peso:	540 MXN
a,	New Zealand Dollar:	\$60 NZD
Andor	Norwegian Krone:	270 NOK
ra,	Philippine Peso:	1900 PHP
Bosnia	Polish Zlotych:	140 PLN
and	Russian Ruble:	1400 RUB
Herzeg	Singapore Dollar:	\$60 SGD
ovina, Croati	Swedish Krona:	320 SEK
a,	Swiss Franc:	50 CHF
Georgi	Taiwan New Dollar:	\$1350 TWD
a,	Thai Baht:	1400 THB
Iceland	Turkish Lira:	80 TRY
,	U.K. Pounds Sterling:	
Moldo	U.S. Dollar:	\$45 USD
va,		
Monac		
o, Serbia,		
Turkey		
,		
Ukrain		
e		
****M	Currency:	Maximum Fee Per Recipient:
aximu	Australian Dollar:	\$60 AUD
m	Brazilian Real:	R\$100 BRL
Mass	Canadian Dollar:	\$60 CAD
	<u> </u>	I .

Payme	Czech Koruna:	1000 CZK	
nts /	Danish Kroner:	300 DKK	
Payout	Euro:	€40 EUR	
s Fee	Hong Kong Dollar:	\$400 HKD	
for	Hungarian Forint:	15,000 HUF	
interna	Israeli Shekel:	200 ILS	
tional			
payme	Japanese Yen:	¥5,000 JPY	
nts	Malaysian Ringgit:	200 MYR	
from:	Mexican Peso:	750 MXN	
China,	New Zealand Dollar:	\$75 NZD	
Hong	Norwegian Krone:	300 NOK	
Kong,	Philippine Peso:	2,500 PHP	
India,	Polish Zloty:	150 PLN	
Japan,	Russian Ruble:	1500 RUB	
Malays		\$80 SGD	
ia, New	Singapore Dollar:	·	
Zealan	Swedish Krona:	400 SEK	
d,	Swiss Franc:	50 CHF	
Philipp	New Taiwan Dollar:	\$2,000 TWD	
ines,	Thai Baht:	2,000 THB	
Singap	Turkish Lira:	75.00 TRY	
ore,	U.K. Pounds Sterling:	£35 GBP	
Taiwa	U.S. Dollar:	\$50 USD	
n,	U.S. Dollar.	Ψ50 ΟΩ <b>D</b>	
Thaila			
nd			

# d. Personal Payments Fee.

- i. Personal Payments are payments to friends or family members for goods and/or services such as your share of the rent or a dinner bill.
- ii. Personal Payments are limited in availability and are not available in most countries.
- iii. If you use your credit card as the Payment Method for a Personal Payment, you may be charged a cash-advance fee by your credit card company.

iv. The Fee may be paid by either the sender or the recipient of the Personal Payment. In most instances, the sender will determine who pays the Fee.

Activity	Country of Recipient	Personal Payments Fee when Payment Method is exclusively Balance or Bank		Personal Payments Fee when another Payment Method is used to fully or partially fund the payment, including a credit or debit card
Sending or Receiving Domestic Payments	Where available	Free		3.4% + Fixed Fee
	Australia Brazil	1% 1%		3.4% + Fixed Fee 5.99% + Fixed Fee
Sending or	Countries in Europe	See table below.		
Receiving International	Japan	0.3%		3.9% + Fixed Fee
Payments Payments	U.S., Canada and Poland	1%		3.9% + Fixed Fee
	Elsewhere	0.5%		3.9% + Fixed Fee
	<b>Currency:</b>		Fee:	
	Australian D	ollar:	\$0.30 AUD	<u>)                                    </u>
	Brazilian Re	al:	R\$0.60 BR	L
	Canadian Do	ollar:	\$0.30 CAD	<u> </u>
Fixed Fee	Czech Korui	na:	10.00 CZK	
rixed ree	Danish Kron	ier:	2.60 DKK	
	Euro:		€0.35 EUR	
	Hong Kong	Dollar:	\$2.35 HKD	)
	Hungarian F	orint:	90.00 HUF	
	Israeli New	Shekel:	1.20 ILS	

Japanese Yen:	¥40.00 JPY
Malaysian Ringgit:	2.00 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zloty:	1.35 PLN
Russian Ruble:	10.00 RUB
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
New Taiwan Dollar:	\$10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

# e. International Personal Payments to European Countries

To determine the fee for an international Personal Payment sent to a user in a European country please follow these steps:

- 1. Locate the recipient's country in the table below (in the first column from left).
- 2. Determine the region of the sender's country (second column).
- 3. Find the applicable fee based on the payment method used (third and fourth columns).

		Fee when	Fee when
		Funding	Funding
Recipient's Country	Sender's	Source is:	Source is:
(if applicable)	Country	entirely	entirely or
		funded by	partially
		PayPal	funded by

		balance or	debit card or
		bank account	credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia,	Northern Europe *	0.4%	3.8% + Fixed Fee
Cyprus, Czech Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia,	US, Canada, Europe I	0.5%	3.9% + Fixed Fee
Liechtenstein, Lithuania, Luxembourg, Malta, Portugal, Romania, San Marino, Slovakia,	Europe II ***	1.0%	4.4% + Fixed Fee
Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).	All other countries	1.5%	4.9% + Fixed Fee
	Northern Europe *	0.4%	3.8% + Fixed Fee
Belgium, France, French Guiana, Guadeloupe, Italy, Martinique,	US, Canada, Europe I	0.5%	3.9% + Fixed Fee
Mayotte, Netherlands, Reunion.	Europe II	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
	Northern Europe *	1.8%	3.7% + Fixed Fee
Germany	US, Canada, Europe I	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee

	Northern Europe *	0.9%	3.8% + Fixed Fee
Poland	US, Canada, Europe I	1.0%	3.9% + Fixed Fee
	Europe II ***	1.5%	4.4% + Fixed Fee
	All other countries	2.0%	4.9% + Fixed Fee

f.

\*\*\* Europe II: Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russia, Switzerland, Turkey, Ukraine.

Note: Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or the European Economic Area will be treated as Domestic Payments for the purpose of applying Fees.

	Currency:	Fee:
Fixed Fee	Australian Dollar:	\$0.30 AUD
	Brazilian Real:	R\$0.60 BRL
	Canadian Dollar:	\$0.30 CAD

<sup>\*</sup> Northern Europe: Denmark, Faroe Islands, Finland (including Aland Islands), Greenland, Iceland, Norway, Sweden.

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

Czech Koruna:	10.00 CZK
Danish Kroner:	2.60 DKK
Euro:	€0.35 EUR
Hong Kong Dollar:	\$2.35 HKD
Hungarian Forint:	90.00 HUF
Israeli New Shekel:	1.20 ILS
Japanese Yen:	¥40.00 JPY
Malaysian Ringgit:	2.00 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zloty:	1.35 PLN
Russian Ruble:	10 RUB
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
New Taiwan Dollar:	\$10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

g. Installment Processing Fee in Mexico. If your buyer decides to pay you in installments, the Fee you pay is based on the number of installments selected by the buyer. The Fee is the applicable domestic Commercial Payment Fee as listed in Section 2 above, plus the percentage stated below. PayPal reserves the right to remove your ability to offer installments using the PayPal Services anytime and without prior notice to you.

<b>Number of Installments</b>	<b>Installment Processing Fee in Mexico</b>
2 installments	3.25%
3 installments	4.55%

4 installments	5.55%
5 installments	6.90%
6 installments	7.25%
7 installments	9.10%
8 installments	10.45%
9 installments	11.25%
10 installments	12.45%
11 installments	13.25%
12 installments	13.50%

# h. Refund Fee

Activity	Country	Fee
Refunding a Commercial Payment	China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand and Vietnam  Albania, Andorra, Bosnia and Herzegovina, Croatia, Georgia, Iceland, Moldova, Monaco, Serbia, Turkey.	If you issue a full refund of the Commercial Payment, we will retain the full Fixed Fee portion of the Commercial Payments Fee.  If you issue a partial refund of the Commercial Payment, we will retain the pro-rata share of the Fixed Fee portion of the Commercial Payments Fee.  The buyer's Account will be credited with the full Commercial Payment amount in the event of a full refund, or a portion of the Commercial Payment amount in the event of a partial refund.
		Your Account will be charged with the pro-rata share of the amount initially credited to your Account in connection with the Commercial Payment and the
		pro-rata share of the Fixed Fee portion

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

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# Exhibit B - Country-Specific Terms.

These terms and conditions apply only to Account holders for Accounts registered in the following countries. In the event of a conflict between the terms of this Agreement and the term of Exhibit B herein, the terms of Exhibit B shall apply:

## **Argentina**

As of October 9, 2012, Argentina Resident PayPal Users may only send and receive international payments. Domestic payments between two Argentina Resident PayPal Users is unavailable.

\*Argentina Resident" is defined to mean:

- an individual, regardless of actual nationality, who has indicated Argentina as his/her country or region at the point of signing up for a PayPal Account; and
- ii. an entity, partnership, organization or association which has indicated Argentina as its country or region of registration at the point of signing up for a PayPal Account.

#### India

With effect from 1 March 2011 and pursuant to notification RBI/2010-11/281 of the Reserve Bank of India, the following terms and conditions shall apply specifically to users of PayPal Services in India ("Special Terms and Conditions"):

#### **Definitions**

"Balance" means the Buyer's Charge paid by the Buyer as reduced by the (a) Commission Fee, (b) the Reserve Amount (defined below) and (c) amount deducted towards charge back in respect of a previous transaction (if any) which will be displayed in your PayPal Account and remitted into your bank account by the authorized dealer bank.

**"Buyer"** means a person resident outside India who desires to purchase product or service from you and make payment which may be received by you into your bank account through the PayPal Service (defined below).

"Buyer's Charge" means the sale price of the product or service purchased by the Buyer plus shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the product or services which are required to be paid by the Buyer to you provided that the value of the product or service shall in no event exceed USD 10,000 per transaction.

"Commission Fee" means the fee charged by PayPal for the provision of the PayPal Service.

"PayPal Service" means the payment gateway processing service offered by PayPal to its users resident in India for facilitation of receipt of payments from Buyer for remittance into their bank account.

"Reserve Amount" means the amount out of the Buyer's Charge calculated and determined by PayPal and the authorized dealer bank which is deposited with the authorized dealer bank in order to meet your potential charge back liabilities.

#### 1. Nature of Service

The PayPal Service offered to you is not a stored value service. The PayPal Service is in the nature of a payment gateway processing service and meant exclusively for facilitating online receipt by you of payments made by the Buyers.

#### 2. Eligibility for Use of Service

In order to avail the PayPal Service, in addition to the eligibility criteria provided for in this Agreement, you shall be required to have or open a fully functional bank account which has been duly verified through the identity authentication and verification process provided.

## 3. Relationship Between PayPal and You

- 3.1. PayPal shall act as a service provider and an intermediary for receipt of Buyer's Charges by you and shall not act as a repository or custodian with respect to the Buyer's Charges.
- 3.2. PayPal shall only be responsible for depositing your Balance with the authorized dealer bank and shall not be liable to you for the payment of your Balance upon demand.

#### 4. Procedure for Using the Service

- 4.1. You agree and acknowledge that the following procedure shall be followed by you and PayPal for the facilitation of receipt of Buyer's Charges by you through the PayPal Service:
- 4.1.1. You shall have or open a functional bank account;
- 4.1.2. After registering for the PayPal Service, you shall have to provide "Your Information" as contemplated under this Agreement and any other information including but not limited to your bank account number and the relevant Indian Financial Systems Code which may be required by PayPal in order to verify and authenticate your bank account and activate the PayPal Service;
- 4.1.3. Upon activation of PayPal Service, you may receive Buyer's Charges from Buyers through the PayPal Service;
- 4.1.4. PayPal shall, after obtaining confirmation from the Buyer that the Buyer is satisfied with the condition and quality of the goods or services ("Buyer's Confirmation"), transfer the Buyer's Charge less the Commission Fee to the authorised dealer bank;

- 4.1.5. The authorised dealer bank shall deduct the Reserve Amount and if required, deduct an amount towards charge back for a previous transaction to arrive at the Balance:
- 4.1.6. The Balance and the Reserve Amount held by the authorised dealer bank shall be displayed on your PayPal Account;
- 4.1.7. The authorized dealer bank shall thereafter remit the Balance to India and shall pay the Balance either through direct credit (in case where your bank account is with the authorized dealer bank) or wire credit into your bank account or by issuing a demand draft in your favour.
- 4.2. The transfer of the Balance into your bank account shall take place immediately upon receipt of the Buyer's confirmation and in any event no later than 7 days of transfer by PayPal to the authorised dealer bank.

#### 5. Reserve Amount

- 5.1. PayPal shall be entitled to deduct the Reserve Amount from the Buyer's Charge and deposit the same with the authorized dealer bank.
- 5.2. In case the Buyer notifies PayPal that you have failed discharge your obligations under the terms of the sale contract between you and the Buyer, PayPal shall be entitled, in its sole and absolute discretion, to remit the charge back to the Buyer out of the Reserve Amount after verifying the Buyer's claim.
- 5.3. You shall be entitled to receive either the Reserve Amount or, if a charge back has been made as per Section 5.2 above, the balance thereof, after expiry of a period of 180 days of receipt of the Balance.

#### 6. Restriction on Use of Service

- 6.1. You agree that you shall not use the PayPal Service for exporting a product or service having a value of more than USD 10,000 per transaction.
- 6.2. You agree to avail of the PayPal Service solely for receiving payment for valid and lawful transactions and not use the PayPal Service to trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

#### 7. Restriction of the Use of Funds

- 7.1. You agree to use the PayPal Service exclusively for the purpose of receiving Buyer's Charges.
- 7.2. You may not use your balance held by the authorized dealer bank for any purpose (including but not limited to payment for imports, transfer to another Person, etc.) other than as specified in these country specific terms and conditions.

#### 8. Sharing Information

8.1. You acknowledge and agree that PayPal may share the information provided by you and the terms of the agreement between you and PayPal with the authorised dealer bank in order to enable the authorised dealer bank to conduct the requisite due diligence in accordance with i the authorized dealer's Know-your-customer (KYC) obligations.

#### 9. Indemnification

In case of any dispute, demands, actions, proceedings ("**Disputes**") between you and the authorised dealer bank on account of non-payment of any funds due to you, you hereby indemnify PayPal, Affiliates and its employees from any damages, claims, charges, expenses and losses arising out of such Disputes.

#### 10. Limitation of Liability

- 10.1. It is hereby clarified that PayPal shall be liable to remit the Balance to the authorized dealer bank upon receiving the Buyer's Confirmation.
- 10.2. Upon transfer of the Balance from PayPal to the authorized dealer bank and until the remittance of the Balance and the Reserve Amount into your bank account in the manner set out in these Special Terms and Conditions, the Balance and the Reserve Amount shall be held by the authorized dealer bank.
- 10.3. After the transfer of the Balance by PayPal to the authorized dealer bank, the authorized dealer bank shall be liable to pay the Balance and the Reserve Amount to your bank account in the manner set out in these Special Terms and Conditions. PayPal shall not in any way be liable to you for the same.

- 10.4. PayPal shall have no responsibility for transactions carried out in good faith including charge back transactions carried out after verification in the manner provided in this Agreement.
- 10.5. PayPal shall not be responsible for any loss or damage incurred or suffered by you on account of any failure or interruption of the PayPal service or consequences arising out of delayed receipt of Buyer's Charges.

#### 11. Dispute Resolution

Resolution of any payment related complaint which you may have shall be the responsibility of PayPal. Upon occurrence of an event giving rise to such a complaint, you agree to follow the relevant procedure laid down in the Agreement for resolution of the same. You shall not be entitled to approach the authorised dealer bank for resolution of complaint or dispute pertaining to payment of Balance.

## 12. Amendment of This Agreement

- 12.1. Except to the extent amended by these terms and conditions, all other provisions of the Agreement shall remain in full force and effect.
- 12.2. In case of conflict between any of the terms contained in these Special Terms and Conditions and those of the Agreement, these Special Terms and Conditions shall prevail.

#### Japan

Please be advised that the PayPal Services are provided by PayPal Pte. Ltd., a Singaporean company. PayPal accepts payments from buyers on behalf of the Sellers. As a Seller, you agree that once PayPal accepts payments from the buyer, you release and discharge the buyer of any further liability for the amount of the payment. When persons make donations through PayPal, PayPal accepts payments from such donors on behalf of the donees. As a donee, you agree that once PayPal accepts payments from the donor, you release and discharge the donor of any further liability for the amount of the donation.

Notwithstanding Section 12 above, for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, you or PayPal may elect to resolve the dispute through binding arbitration in Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. Any

such arbitration shall be administered by the Japan Commercial Arbitration Association, or any other established ADR provider mutually agreed upon by the parties. The award rendered shall be final and binding upon the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Alternatively, and notwithstanding Section 12 above, any Claim may be adjudicated by a court of competent jurisdiction located in Japan, and you and PayPal agree to submit to the personal jurisdiction of the courts located in Japan.

For the avoidance of doubt, if a dispute is submitted to arbitration or a court under this Section, the parties agree that this Agreement shall continue to be governed by the laws of Singapore.

# Malaysia

PayPal has been approved by Bank Negara Malaysia to operate an e-Money business. Therefore, if you are a Malaysian customer and PayPal does not provide a prompt and efficient response to you in relation to PayPal's Services pursuant to your use of the dispute resolution process set out in the Disputes with PayPal section of this User Agreement (currently Section 12) or contacting PayPal's Customer Support, you may also contact Bank Negara through BNMLINK and BNMTELELINK.

BNMTELELINK can be contacted directly either by telephone, fax, letter or email. Members of the public can contact BNMLINK and BNMTELELINK for information, inquiries or redress in the areas of conventional and Islamic banking, insurance and takaful, advisory services for small and medium enterprises, foreign exchange administration and other matters under Bank Negara Malaysia's jurisdiction. The contact details for BNMTELELINK are:

BNMTELELINK

Jabatan Komunikasi Korporat

Bank Negara Malaysia

P.O.Box 10922

50929 Kuala Lumpur

Tel: 1-300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail: <a href="mailto:bnm.gov.my">bnmtelelink@bnm.gov.my</a>

BNMLINK and BNMTELELINK operating hours are from:

Monday - Friday, 9.00 a.m. - 5.00 p.m. Malaysia Time

**Governing Law.** Notwithstanding Section 12.3, for Malaysian residents who register for the PayPal Services with a Malaysian address, this Agreement is governed by and interpreted under the laws of Malaysia as such laws are applied to agreements entered into and to be performed entirely within Malaysia.

#### Mexico

#### **Protection for sellers in Mexico.**

#### Mexico - In-Store Checkout

- a. **Definition**. "In-Store Checkout" means the use of PayPal for a transaction that occurs in a Seller's physical location, rather than online, using an access device authorized by us (a confirmed mobile phone number).
- b. General. In-Store Checkout allows you to make payments using your PayPal Account in a Merchant's physical store if the Merchant accepts PayPal. In-Store Checkout payments are made using your mobile phone number. You must confirm your mobile phone number with PayPal by registering it with PayPal, setting a PIN, and receiving a confirmation from us via SMS. When signing up, you must provide your name, address, and mobile phone number and select your Payment Method preferences for your In-Store Checkout transactions.
- c. Preferred Payment Method. For purposes of Section 2.4 of this Agreement, for In-Store Checkout payments, you may select your Preferred Payment Methods when signing up for In-Store Checkout. You may also change your Preferred Payment Methods for In-Store Checkout through the Store Checkout section of your Account Profile prior to initiating your transaction. For In-Store Checkout transactions, PayPal will only use your

Balance first if you select it as your first Preferred Payment Method and you have sufficient Balance to cover the entire transaction amount.

## d. Preapproved Payments for In-Store Checkout.

a. For purposes of Section 2.7 of this Agreement, you may set Preapproved Payments for In-Store Checkout transactions. If we are not able to get an authorization from the Preferred Payment Methods you have set with us but we allow you to proceed with the transaction and pay the Merchant, you authorize us to debit your PayPal Account or any of the Payment Methods linked to your PayPal Account to recover any amounts we paid the Merchant on your behalf. We will only recover up to the amount of the In-Store Checkout transaction you authorized and we paid. You may cancel this authorization by logging into your PayPal Account and clicking on "My Preapproved Payments" in your Account Profile. If you cancel this authorization, we may decline any transaction using a Preferred Payment Method for which we cannot get a real time authorization.

#### e. Buyer Protection / Seller Protection.

- a. **Buyer Protection**. Items bought through In-Store Checkout at the retail point of sale are deemed ineligible items under Section 7.3 of this Agreement and thus are not eligible for reimbursement under PayPal Buyer Protection.
- b. **Seller Protection**. Items that you deliver in person in connection with In-Store Checkout are deemed ineligible items under Section 5 of the Protection for Sellers in Mexico, and thus are not eligible for PayPal Seller Protection.
- f. Special Offers. You may receive promotional offers from PayPal, such as coupons, Merchant Specific Promotional Balances and other deals (together, "Offers") that can be applied at In-Store Checkout. To use an Offer, you must first save it to your PayPal Account. Some Offers may be saved automatically. The Offer will apply the next time you make a purchase at the offering Merchant via In-Store Checkout, unless you mark the Offer for later use. Use of Offers is subject to the Offer's terms. The Merchant and/or PayPal set the Offer terms, which may be viewed when you receive the Offer or in your PayPal Account if the Offer is saved there. Offer terms apply to refunds for items purchased using the Offer. The refunded amount may go back to the Offer, your Payment Method for the transaction, your PayPal Balance or a combination of the above. PayPal has no liability if you fail to use any Offers prior to expiration or if PayPal does not remind you of pending Offers or their expiration dates. PayPal is not responsible for Offer terms set by a Merchant or for the compliance of those terms with any applicable laws.
- g. **Wish Lists**. If you sign up for In-Store Checkout, you will be able to create wish lists of goods or services within your PayPal Account that you would like to store for future purchasing decisions ("Wish Lists"). You can create a Wish List by adding a product or service directly to your Wish List by logging into your PayPal Account, or through

- PayPal Shopping searches. The results of any search on PayPal Shopping will be generated by third party service providers of PayPal. These search results can be saved into your Wish List. PayPal has no liability for the search results generated by its third party service providers, the information contained in those results, or the failure of any Merchant to honor the price or terms included in the search results.
- h. **Social Sharing of Offers**. If you have an Offer in your PayPal Account, you can share it with your online community of friends and family via social sharing sites with whom we integrate. If you share any Offers, you may be required to first consent to certain information being shared by us with the social sharing site. Any data received by PayPal from these social sharing sites will be subject to our **Privacy Policy**. In addition to complying with the other requirements of Section 10.1 below, you agree that you will not post any content that is obscene or offensive from your PayPal Account or in connection with the Offer you are sharing.
- i. Loyalty Cards. In-Store Checkout allows you to store your Merchant loyalty card numbers in your PayPal Account for participating Merchants. When you store your loyalty card numbers in your PayPal Account, you will earn any rewards automatically at the time you make your payment to the Merchant, without being required to present the loyalty card. It is your responsibility to make sure that you have entered in your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled. PayPal is not responsible for managing your loyalty card account by offering this service and any questions about your loyalty card or associated rewards program should be directed to the Merchant that offers the card. Loyalty card benefits may not be available when network connectivity between the merchant and PayPal is unavailable.
- j. Receiving In-Store Payments. If you receive a payment through In-Store Checkout you must communicate the amount of the transaction to the customer before the transaction takes place. You may charge your customer's PayPal account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you submit shall have an accurate and true description of the goods and services being purchased.

#### Morocco

Upon enablement of the withdrawal functionality to a Moroccan bank account with the bank partner of PayPal, You will be required to comply with Moroccan laws and regulations. This means notably that if you receive amounts into your PayPal balance from a PayPal User, you must withdraw the amounts in your PayPal balance to your Moroccan bank account\* within 30 Days of receipt of funds.

\* The bank partner of PayPal for the withdrawal functionality charges a fee for each withdrawal. Upon enablement of the receive and withdraw functionalities, PayPal will provide You with additional information.

#### **South Africa**

You are required to comply with South African exchange control regulations. This means that:

- 1. If you receive amounts into your PayPal balance from a PayPal User:
  - a. you may not send those amounts to another PayPal User for a purchase or for any other reason.
  - b. you must withdraw the amounts in your PayPal balance to your South African bank account\* within 30 Days of receipt of funds.
- 2. If you would like to send amounts to another PayPal User:
  - a. you must do so either with the credit card associated with your Account, or by doing a Top Up to your PayPal balance from your FNB bank account\*.
  - b. For purchases using Top Up, you must do a separate Top Up for each purchase.
- \* FNB charges a fee for each Top Up and Withdrawal. Please see the FNB website for more information.

# Singapore

The Services are offered by PayPal Pte. Ltd., located at 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985. If you are a Singapore resident, you may have this same information emailed to you by sending a letter to the address above with your email address and a request for this information. Fees for our services are described in Exhibit A (Fees)

In relation to the PayPal balances of Singapore Resident PayPal Users, PayPal has arranged for a sum of monies equal to the said PayPal balances to be held through a trust arrangement.

\*Singapore Resident is defined to mean:

- an individual, regardless of nationality, who has indicated 'Singapore' as his/her 'Country of Residence' at the point of signing up for a PayPal Account; and
- ii. a non-individual which has indicated 'Singapore' as its 'Country of Registration' at the point of signing up for a PayPal Account.

# **Turkey**

Please note that PayPal Pte. Ltd. offers only a payment enabling service to its Users in Turkey. PayPal provides a technical infrastructure that enables money transactions to be carried out between Sellers and buyers. PayPal is not a bank, any other kind of payment institution or a custodian. It does not collect deposits or sell, produce or distribute any goods.

Within the meaning of this agreement, "receiving payment" means receiving payment from other Account holders to enable them to carry out their transactions. PayPal is not a party to transactions between its Users and is an intermediary which acts upon the instructions of its Users.

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<sup>1</sup>Latin America means the following countries: Antigua and Barbuda, Anguilla, Netherlands Antilles, Argentina, Aruba, Barbados, Bermuda, Bolivia, Bahamas, Belize, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, Falkland Islands, Grenada, Guatemala, Guyana, Honduras, Jamaica, Saint Kitts and Nevis, Cayman Islands, Saint Lucia, Montserrat, Mexico, Nicaragua, Panama, Peru, Paraguay, Suriname, El Salvador (SV), Turks and Caicos Islands, Trinidad and Tobago, Uruguay, Saint Vincent and the Grenadines, Venezuela, British Virgin Islands.