

PayPal User Agreement

Effective Date: **You agree that this PayPal User Agreement version shall be effective starting November 17, 2017.**

This User Agreement (this "Agreement") is a contract entered into by and between you and PayPal do Brasil Serviços de Pagamentos Ltda. ("PayPal"), a company organized and existing under the laws of Brazil, enrolled in the Corporate Taxpayers' Register of the Ministry of Finance ("CNPJ/MF") under No. 10.878.448/0001-66, with offices in the City of São Paulo, State of São Paulo, at Avenida Paulista, 1048, 13th floor, CEP 01310-100, to govern the terms and conditions under which the PayPal Services will be provided to you.

All capitalized words and expressions used herein shall have the meanings ascribed to them in Section 16 (*Definitions*) below.

1. Introduction and Important Information.

1.1 PayPal is a Payment Institution, under the modality of Electronic Currency Issuer, and a Payment System Provider, pursuant to the provisions of Law No. 12,865, of October 9, 2013, currently under process of authorization before the Central Bank of Brazil and, as such, offering payment services, as established in this Agreement. PayPal Payment System is a closed, domestic and cross-border, purchasing, and prepaid payment account system, according to the applicable legislation.

1.2 By the time you become a PayPal User, you agree with all of the terms and conditions contained in this Agreement and other terms and conditions set out on the [Terms and Conditions](#) page.

1.3 PayPal reserves the right to amend the terms of this Agreement at any time, without prior notice, by posting a revised version on its website, through the [User Agreement's link](#). Any new revised version will be effective at the time it is posted on the aforesaid link. If such version includes a Substantial Change, we will provide you with a, at least, 30-day prior notice of any Substantial Change by email or by posting a notice on the "Agreement Updates" page of our website, through the [Policy Update link](#).

1.3.1 The continuous use of PayPal products and services by User after the new revised version of this Agreement becomes effective, shall automatically imply User's full knowledge and acceptance of all terms and conditions thereof.

1.4 This Agreement is an important document, which you must consider carefully when choosing to become a PayPal User, capable of using the PayPal Services. Please note the following risks of using the PayPal Services:

1. By becoming a PayPal User, you will be able to act both as a Paying User, purchasing products and/or services, using PayPal as a payment instrument, or as a Receiving User, selling products and/or providing services and accepting PayPal as a payment instrument. You may be a Paying User and a Receiving User at the same time, depending on the activity performed in relation to a certain payment transaction;
2. If you qualify as a Receiving User, the 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, as a Receiving User, have provided the products or services that were purchased by a Paying User.

3. Receiving Users may lower the risk of a payment being reversed from their Account by following the criteria set out in Section 10 of this Agreement (Protection for PayPal Sellers) and by following the other security guidelines provided in the "[Security Center](#)" page of the PayPal website; and
4. PayPal reserves the right to close, suspend, or limit your access to your Account or to the PayPal Services, and/or limit access to the funds held in your Account if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you may have entered into with PayPal. This provision applies whether you are acting as a Paying User or a Receiving User.

2. Payment Services and Eligibility.

2.1 Payment Services. PayPal (i) registers individuals and legal entities to become Paying Users, capable of remitting funds resulting from the purchase of goods and/or services by electronic means; and (ii) qualifies individuals and legal entities to become Receiving Users and accept PayPal as a payment instrument in relation to the sale of goods and/or services, receiving, by electronic means, the funds resulting therefrom in their Account managed by PayPal.

2.1.1 PayPal manages the Users' Account through capture, transmission, data processing and settlement of electronic transactions. Our services allow you to send and receive payments resulting from the purchase of goods and/or services.

2.2 Eligibility. To be registered as a PayPal User, you must be at least 18 years old, be a resident in Brazil, and hold a tax identification number (Individual Taxpayers' Register of the Ministry of Finance (CPF/MF) or a Corporate Taxpayers' Register of the Ministry of Finance (CNPJ/MF). This Agreement applies only to Users residing in Brazil. If you are a resident of another country, you may access the applicable agreement through PayPal's website in your country.

2.3 Information. In order to open and maintain an Account with PayPal, you must provide us with correct and updated Information, as follows:

- a. **Identity Verification.** You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity, including but not limited to, the Brazilian Federal Internal Revenue Service and the National Financial System's Client Register - CCS, as well as undertake to provide any and all information requested by PayPal, especially, without limitation, the information necessary for the fulfillment of obligations established in Law No. 9,613, of March 3, 1998, as amended (the "Anti Money Laundering Act") and in Law No. 12,846, of August 1, 2013 (the "Anticorruption Act"). To this effect, we may, without limitation: (i) ask you to provide further information or documentation, (ii) ask you to take steps to confirm ownership of your email address or financial instruments upon your registration, and (iii) order a credit report or verification of your Information against third party databases or through other sources.
- b. **Credit Report Authorization.** You authorize PayPal to obtain your personal and/or business credit report from a credit bureau, including, without limitation, from SPC and/or SERASA. You also authorize PayPal to obtain your personal and/or business credit report: (i) when you request certain new products, or (ii) at any time PayPal reasonably believes there may be an increased level of risk associated with your Account.
- c. **Updates to Information.** If the number or expiration date of your credit card registered with PayPal change, among others, we may, but will not be obliged to, acquire that information from our financial services partner and update your Account automatically. It is your responsibility to keep all your information constantly updated with PayPal. If such information is not correct or updated for any

reason, PayPal may, at any time, terminate, suspend or limit your access to your Account or to the PayPal services.

2.4 Beneficial Owner. You must only conduct transactions from your Account and on your own behalf or in your capacity of legal representative of a company (in case the User is a legal entity). The Paying User or the Receiving User (if an individual) must be the beneficial owner and the holder of the Account, and if a legal entity, must be the holder of the Account and inform PayPal, as and when requested, (i) the individuals authorized to represent it (managers and attorneys-in-fact), and (ii) the shareholding chain down to the individual level (the beneficial owner) or, for listed corporations and non-profit legal entities, down to their final controlling shareholders or partners, if any.

3. Sending Payments.

3.1 Scope. This Section provides for the sending of payments by a Paying User in relation to an acquisition of goods and/or services by a Receiving User.

3.2 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 and clicking on the "View Limits" link on the "Account Overview" page. If you have a Verified Account, we may increase your sending limits.

3.3 Default Payment Methods. When you make a payment in relation to an acquisition of goods and/or services from a Receiving User, if you, a Paying User, have not selected a Preferred Payment Method, PayPal will use the following Payment Methods in the order listed below (subject to availability based on your payment methods):

- a. Balance existing in your Account with PayPal. You should notice that it is not possible to use the balance in Brazilian Reais to send international payments. For these payments, use an international card or the balance in another currency;
- b. Card registered with PayPal as a Payment Method; or
- c. Bank account registered with PayPal as a Payment Method.

3.3.1 If you, Paying User, do not want to use the balance existing in your Account, you must withdraw the funds deposited in it before making a payment to the Receiving User.

3.4 Boleto Bancário. You, Paying User that holds an active Individual Taxpayers' Register of the Ministry of Finance (CPF) and has its information duly verified by PayPal, may add funds in Brazilian Reais to your Account through the payment of a *boleto bancário* issued on PayPal's website. The funds will be added to the Balance in your Account after the payment and settlement of the *boleto bancário*. The addition of funds in Brazilian Reais to your Account by means payment of a *boleto bancário* will be limited to the maximum amount of R\$4,999.00 per month. A *boleto bancário* that is not paid by its due date will be automatically cancelled.

3.4.1 The balances resulting from payments of *boletos bancários* issued on PayPal's website correspond to balances in electronic currency. The electronic currency balance available in your Account may be used for payments in Brazilian Reais to other businesses or users registered with PayPal or, alternatively, this electronic currency balance may be withdrawn by means of transfer to your previously registered bank account.

3.5 Verification of Payment Methods.

3.5.1 Verification of card registered with PayPal as a Payment Method. In order to confirm that the registered card actually belongs to the User, PayPal may request to verify it. Such verification is carried out by charging a random amount to the User's card, limited to a R\$2.00 cap. Upon receipt of the card invoice, the User should check the amount charged and inform it in the registration entry on PayPal's website. If the data match, the User's Account will bear the status of Verified Account and the amount charged by PayPal to make the verification will be returned to the Paying User in the card itself. In case the card verification process is not completed within sixty (60) days, the amount charged will be reversed to the User.

3.5.2 Verification of bank account registered with PayPal as a Payment Method. In order to confirm that the bank account registered actually belongs to the User, PayPal may request to verify it. Such verification is carried out by means of two credits of some cents each in the indicated bank account. The User has to inform these values in the registration entry on PayPal's website, after having accessed the relevant bank statement. If the data match, the User's account will bear the status of Verified Account.

3.6 Preferred Payment Method. You, Paying User, may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.

3.6.1 In case of Preapproved Payments and No Log-In Payments, you can select a Preferred Payment Method when you provide your initial authorization for such payments through the "My Preapproved Payments" link in the Account Profile.

3.6.2 If you select a Preferred Payment Method but have available balance in your Account, such balance will be used to fund your payment (even if this is not the chosen means). PayPal may limit, at all times, the Payment Methods available for a transaction.

3.7 Refused and Refunded Payments. Receiving Users are not required to accept payment from Paying Users. Any unclaimed, refunded or denied payment will be returned to the balance in your Account or to the original Payment Method used in such payment transaction. We will return the payment within thirty (30) days of the date the Paying User initiated such payment.

3.8 Receiving User Processing Delay. When you send a payment to certain Receiving User, you, Paying User, are providing an Authorization to the Receiving User to process your payment and complete the transaction. The payment will be held as pending until the Receiving User processes your payment. Some Receiving Users may delay processing your payment. In such an instance, your Authorization will remain valid for up to thirty (30) days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Receiving User abroad processes your payment and completes the transaction.

3.9 Preapproved Payments. A Preapproved Payment is a payment in which you, Paying User, authorize a Receiving User to directly charge your Account's Default Payment Method on a one-time, regular, or sporadic basis, as per pre-agreed parameters. Preapproved Payments may also be called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments".

3.9.1 Stopping a Preapproved Payment. You, Paying User, may stop a Preapproved Payment at any time up to three (3) Business Days prior to the date scheduled for such payment, by notifying PayPal. To stop a Preapproved Payment, access the "My Preapproved Payments" section of the Account Profile and follow the respective links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 0800 047 4482. Once you stop a Preapproved Payment, all future payments under the Paying User's agreement with the Receiving User will also be stopped. If you, Paying User, stop a Preapproved Payment you may still be liable to

the Receiving User for the payment or for other penalties under the terms of your agreement with the Receiving User and you may be required to make such payment through alternative means.

3.10 Bank Account. When a bank account is used as a Payment Method, you, Paying User, request and authorize PayPal to directly debit your bank account for any payments you initiate by means of your Account. For these transactions, PayPal will make electronic transfers from your bank account in the amount you specify. For this purpose, you agree that:

- a. You are the person that can authorize payments from the bank account indicated by you;
- b. You can cancel your direct debit authorization for future transactions at any time by removing your bank account from the PayPal system by means of the "Profile" tab of the Account available after logging in at the PayPal website. However, you acknowledge that removing the bank account from the PayPal system does not cancel pending transactions that you may have already initiated and authorized;
- c. Revocation of the direct debit authorization does not terminate any contract for services that exists between PayPal and you. The authorization applies only to the Payment Method and does not otherwise have any bearing on such Agreement;
- d. It is your responsibility to ensure that you have sufficient funds in your bank account to enable drawings to be made in accordance herewith;
- e. If there are insufficient funds in your bank account to enable a drawing to be made, this may result in the drawing being reversed. In these circumstances you may be charged a fee and/or interest by your financial institution;
- f. If there are insufficient funds in your bank account to enable a drawing to be made from your Account, we may charge the amount at a backup Payment Method that may be either a credit card or another bank account;
- g. A direct debit is not available on all bank accounts. You should check with your financial institution to ensure that your bank account can accept direct debits;
- h. If any drawing of funds from the bank account falls due on a non-business day in the place where the bank account is held, it will be debited to the bank account on the next business day following the drawing date; and

All Users' personal information held by PayPal will be kept confidential except the information provided to the financial institution involved to initiate the drawing to the bank account. We may also disclose such information to the relevant financial institutions in the event of a claim or an alleged incorrect or illegal debit, or as otherwise requested by law or further, as requested by authorities or to defend the interests or rights of PayPal.

3.11 Payments in Installments. The Paying User may choose to pay the total amount resulting from the acquisition of goods and/or services in installments, if such option is made available by the Receiving User. For such purpose, you must select the option of payment in installments in the "Payment Options", on the PayPal website's purchase completion chart ("PayPal's Payment Processing").

3.12 International Payments. You, Paying User, can only send a payment for the acquisition of goods and/or services from a Receiving User located abroad if you have indicated as a payment method an international card. International payments may be subject to taxation by Brazilian authorities. Please check the applicable taxation before you complete an international payment transaction.

4. Receiving Payments.

4.1 Scope. This Section provides for the receipt of payments by a Receiving User as a result of the sale of goods and/or the provision of services to a Paying User, when PayPal has been used as a payment method. The balances resulting from payments received in the Account correspond to balances in electronic currency. The electronic currency balance available in the respective Account may be used for payments to other businesses or users registered with PayPal or, alternatively, this electronic currency balance may be withdrawn by means of transfer to a bank account previously registered. In case of foreign currency balance, the conversions and exchange operations are made by duly authorized banks, in accordance with the Brazilian applicable exchange legislation. Only upon receipt of payment or payment and settlement of a *boleto bancário* issued on PayPal's website pursuant to Section 3.4 above (and, therefore, existence of electronic currency balance), will your Account be qualified as a "payment account", as defined in article 6, IV, of Law No. 12,865, of October 9, 2013, and be subject to the provisions of the applicable legislation.

4.2 Liability for Invalidated Payments. When you, Receiving User, 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, Receiving User, will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in the [Fees for selling and receiving payments table](#) (and as described in Exhibit A) 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 the sender Paying User of a payment files a Chargeback, the credit card issuer, not PayPal, will determine who wins the Chargeback.

4.3 No Surcharges. You, Receiving User, 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 and/or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for payment transactions made with other payment methods.

4.4 Preapproved Payments and/or No Log-In Payments. If you, Receiving User, receive Preapproved Payments and/or No Log-In Payments, the Paying User must authorize the payment amount, frequency and duration prior to the charging and acceptance of the payment.

4.5 Micropayments for Digital Goods. To qualify to receive Micropayments for Digital Goods, you, Receiving User, must submit an application to be approved by us, and have an Account in good standing at our exclusive discretion. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to R\$7.99 or the equivalent in other currencies as stated in the table below, then if a Paying User opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the Paying User to escalate the Dispute to a Claim.

Currency	Amount
Australian Dollar:	\$9.99 AUD
Brazilian Real:	R\$7.99 BRL
Canadian Dollar:	\$3.99 CAD
Czech Republic Koruna:	99.99 CZK
Danish Krone:	24.99 DKK
Euro:	€3.99 EUR
Hong Kong Dollar:	\$49.99 HKD
Hungarian Forint:	999.00 HUF

Israeli New Shekel:	15.99 ILS
Japanese Yen:	¥999.00 JPY
Mexican New Peso:	\$39.99 MXN
New Zealand Dollar:	\$9.99 NZD
Norwegian Krone:	\$9.99 NZD
Philippine Peso:	499.99 PHP
Polish Zloty:	19.99 PLN
Russian Ruble:	127.68 RUB
Singapore Dollar:	\$9.99 SGD
Swedish Krona:	34.99 SEK
Swiss Franc:	4.99 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	249.99 THB
U.K. Pound Sterling:	£3.99 GBP
U.S. Dollar:	\$3.99 USD

5. Balances in your Account.

5.1 Balances in your Account with PayPal. PayPal keeps liquid funds corresponding to the amount of the balance of the Accounts of its Users, under the terms of the applicable legislation. Each Account must be held by its User and used exclusively for registration by PayPal of debits and credits related to payment transactions made by the Users.

5.1.1 PayPal will hold its Users' funds (arising out of balances in Accounts) in pooled accounts separate from the bank accounts where it holds its corporate funds, so that PayPal's own corporate funds remain separate from the Users' funds, which constitute separate property. PayPal also holds funds of Users arising out of foreign currency balances (resulting from the sale of goods and/or services abroad) in bank accounts abroad also separate from the bank accounts in which it holds its own corporate funds. In addition, the funds held in Accounts (i) are neither used directly or indirectly to cover any of PayPal's obligations, nor can be the object of attachment, replevin action, search and seizure or any other judicial measure concerning debits under PayPal's responsibility; (ii) is not part of PayPal's assets for the purposes of bankruptcy or judicial or extrajudicial liquidation; and (iii) cannot be offered as guarantee of debts assumed by PayPal.

5.1.2 You will not receive interest or other earnings on the amounts in your Account. PayPal may receive interest or earnings on amounts that you hold in your Account. You agree to assign your rights to PayPal for any interest or earnings derived from such funds.

5.2 Amounts Owed to Companies of PayPal's Economic Group. Regardless of any other authorization, you hereby irrevocably and irretrievably authorize and grant powers to PayPal to debit your Account in relation to any amounts you may possibly owe to a PayPal affiliate, subsidiary, or parent company, in Brazil or abroad, provided that such amounts are more than one hundred eighty (180) days past due.

5.3 Negative Balances. If by any reason your Account has a negative balance, PayPal (i) may place a hold on your Account and take any steps provided for in Section 12 (*Users' Obligations - Measures that may be taken by PayPal*); and (ii) will use any funds that you may subsequently receive into your Account to set-off the negative balance.

5.4 Balances in Brazilian Reais. Occasional balances in Brazilian Reais in your Account with PayPal can only be used for the acquisition of goods and/or services with Receiving Users located in Brazil.

6. Withdrawing Money.

6.1 How to Withdraw Money. You may withdraw funds from your Account with PayPal in Brazil by electronically transferring them to your local bank account registered with PayPal. If you, Receiving User, hold funds in foreign currency resulting from the sale of goods and/or services abroad, you may also withdraw funds from your Account by electronically transferring them to your bank account in the United States of America. You will be charged the Withdrawing Balance Fee described in Exhibit A.

6.2 Withdrawal Limits. In case PayPal cannot verify your identity or other information about your Account in a satisfactory manner at PayPal's exclusive discretion, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your limit for withdrawal of funds, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page. In addition, we may delay withdrawals of large sums of money while we perform a risk review.

7. Closing Your Account.

7.1 How to Close Your Account. You may close your Account with PayPal at any time by following the instructions contained in PayPal's website, 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 all funds held in your Account prior to closing it.

7.2 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, its parent companies, subsidiaries and affiliates or a third party against the risk of Reversals, Chargebacks, Claims, Fees, fines, penalties and other liabilities. You will remain liable for all obligations related to your Account even after the Account is closed.

8. PayPal Buyer Protection.

8.1 Coverage. PayPal Buyer Protection shall benefit the Paying User if any of the cases described in Sections 8.1.1 (Item Not Received - INR) and 8.1.2 (Significantly Not As Described - SNAD) below:

8.1.1 Item Not Received (INR): The Paying User did not receive the item paid for with PayPal. INR protection is available for items purchased on the website of any Receiving User; or

8.1.2 Significantly Not As Described (SNAD): The Paying User received an item paid for with PayPal but it is significantly not as described by the Receiving User at the moment of the purchase, as described below.

- a. An item is Significantly Not As Described (SNAD) if it is materially different from what the Receiving User described in its website or in the item listing. Here are some examples:
 - You received an item completely different from the one acquired. 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 received is "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 Receiving User but only received two.
 - The item was materially damaged during shipment.
- b. An item is **not** deemed to be an item Significantly Not As Described (SNAD) if it is materially similar to the Receiving User's item listing description. Here are some examples:
- The defect in the item was correctly described by the Paying User on its website.
 - The item was properly described but you, Paying User, changed your mind in relation to the acquisition 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" by the Receiving User.

8.2 If your problem is a transaction that you did not authorize, please refer to Section 9 (*Errors and Non-Authorized Payments*) below.

8.3 Eligibility Requirements for PayPal Buyer Protection. To be eligible for PayPal Buyer Protection, you, Paying User, must meet all of the following requirements:

- a. The Paying User must have sent the payment from a PayPal Account through the "Send Money" tab on the PayPal website, by clicking the "Purchase" tab, or by selecting the "Checkout with PayPal" button or as otherwise available on the Receiving User's website to select PayPal as a payment method;
- b. The Paying User must respond to PayPal's request for documentation and other information in a timely manner;
- c. The Paying User must have opened a dispute within one hundred and eighty (180) days of the date the Paying User sent the payment to the Receiving User, and follow the Dispute Resolution process described in Section 8.6 (Dispute Resolution) below;
- d. The Paying User must hold an Account with PayPal in good standing, at PayPal's exclusive discretion; and
- e. The Paying User has not received a recovery related to such purchase from another source.

8.4 Ineligible Items. Payments for the following are **not** eligible for reimbursement under the terms of the PayPal Buyer Protection:

- Real estate.
- Businesses (i.e., when you buy a business or a company).
- Vehicles, including motorcycles, recreational vehicles, aircrafts, helicopters and boats.
- Significant Not As Described Claims for custom-made items

- Payments on crowdfunding platforms
- Items prohibited by [PayPal's Acceptable Use Policy](#).
- Items which importation is restricted according to the local law and applicable regulations.
- For INR Claims, items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale.
- Industrial machinery.
- Stored value items, such as prepaid or gift cards and gold bullion.
- Any wager, gambling or lottery, held in any form.
- Anything purchased from, or an amount paid to, a government agency.
- Insurances and/or its respective premiums, capitalization bonds and private pension plans.
- Donations.
- Financial products and/or investments.
- Mass Payments.

8.4.1 Even if your payment is not eligible for PayPal Buyer Protection, you, Paying User, can file a Dispute and resolve the issue directly with the Receiving User. 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.

8.5 Coverage Amount. If you are eligible for PayPal Buyer Protection under the terms of this Agreement and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase value paid by you, Paying User, for the acquisition of the item and original shipping costs.

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

8.6 Dispute Resolution. If you, Paying User, are unable to resolve a problem directly with a Receiving User, login to your PayPal account and go to the [Resolution Center](#) and follow the process below:

- Open a Dispute.* Open a Dispute within one hundred and eighty (180) days of the date you made the payment, to negotiate with the Receiving User for resolution of the Dispute.
- Escalate the Dispute to a Claim.* If you and the Receiving User are unable to come to an agreement, you can escalate the Dispute to a Claim within twenty (20) days after opening the Dispute.

You must wait at least seven (7) days from the date of payment to escalate a Dispute for an Item Not Received (INR) to a Claim. If you do not escalate the Dispute to a Claim within twenty (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 information or documents to support your position.

- d. *Comply with PayPal's shipping requests in a timely manner.* For Significantly Not as Described (SNAD) Claims, the shipment of the item back to the Receiving User, to PayPal or to a third party, as instructed by PayPal, is a condition for the reimbursement of the Paying User. Proof of delivery of the item to the Receiving User must be sent to PayPal.

For transactions that total less than R\$1,750.00 (one thousand, seven hundred fifty Brazilian Reais) proof of delivery is a document that includes the delivery address showing at least city/state or postal code, shipment date, and the URL to the shipping/logistics company's website if you've selected "Other" in the shipping/logistics company menu. For transactions that total R\$1,750,00 (one thousand, seven hundred fifty Brazilian Reais) or more or the equivalents in other currencies as listed in the table below, you must also get a signature confirmation of the delivery from a person responsible for the receipt.

Signature delivery confirmation requirement – R\$1,750.00 (one thousand, seven hundred fifty Brazilian Reais) or more (or other currencies equivalents):

Currency	Amount
Australian Dollar:	\$850 AUD
Brazilian Real:	\$1,750 BRL
Canadian Dollar:	\$850 CAD
Czech Republic Koruna:	15,000 CZK
Danish Krone:	4,100 DKK
Euro:	€550 EUR
Hong Kong Dollar:	\$6,000 HKD
Hungarian Forint:	170,000 HUF
Israeli New Shekel:	2,700 ILS
New Zealand Dollar:	\$950 NZD
Norwegian Krone:	4,600 NOK
Philippine Peso:	34,000 PHP
Polish New Zloty:	2,300 PLN
Russian Ruble:	27,000 RUB
Singaporean Dollar:	\$950 SGD
Swedish Krona:	4,950 SEK
Swiss Franc:	700 CHF
Taiwan New Dollar:	23,000 TWD

8.7 Claim Resolution Process. Once a Dispute has been converted into a Claim, PayPal will make a final decision in favor of the Paying User or the Receiving User. You may be asked to provide receipts, third party evaluations, police reports, or any other document of information that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the Paying User or the Receiving User. When PayPal makes such final decision both Users must comply with PayPal's decision.

8.7.1 PayPal will generally require the Paying User to ship back to the Receiving User, at the Paying User's expense, the item the Paying User claims is Significantly Not as Described (SNAD) and PayPal will generally require the Receiving User to accept the item back and refund the Paying User the full purchase value plus original shipping costs.

8.7.2 In the event the Receiving User loses a Claim, the Receiving User will not receive a refund on his or her PayPal fees associated with the transaction. If you are a Receiving User and you lose a Significantly Not as

Described (SNAD) Claim because the item you sold is counterfeit, you will be required to provide a full refund to the Paying User and you may not receive the item back.

8.8 Digital Goods Micropayment Disputes and Claims. If you file a Dispute for a Digital Goods purchase of up to R\$7.99 (seven Brazilian Reals and ninety-nine cents) or its equivalent according 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
Australian Dollar:	\$9.99 AUD
Brazilian Real:	7.99 BRL
Canadian Dollar:	\$3.99 CAD
Czech Koruna:	99.99 CZK
Danish Krone:	24.99 DKK
Euro:	€3.99 EUR
Hong Kong Dollar:	\$49.99 HKD
Hungarian Forint:	999.00 HUF
Israeli New Shekel:	15.99 ILS
Japanese Yen:	¥999.00 JPY
Mexican Peso:	\$39.99 MXN
New Zealand Dollar:	\$9.99 NZD
Norwegian Krone:	29.99 NOK
Philippine Peso:	499.99 PHP
Polish Zloty:	19.99 PLN
Russian Ruble:	127.68 RUB
Singapore Dollar:	\$9.99 SGD
Swedish Krona:	34.99 SEK
Swiss Franc:	4.99 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	249.99 THB
U.K. Pound Sterling:	£3.99 GBP
U.S. Dollar:	\$3.99 USD

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

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

8.10 Contact with Receiving User. Before contacting your credit card company or issuer or filing a Dispute with PayPal, you, Paying User, should contact the Receiving User to resolve your issue in accordance with the Receiving User's return policy as stated on their website.

9. Errors and Unauthorized Transactions.

9.1 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.

9.1.1 An Unauthorized Transaction occurs when a payment is sent from your Account that you, Paying User, 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, Paying User, 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 such Unauthorized Transaction.

9.1.2 An Error occurs when in your Account Profile or activity or transaction confirmation sent to you by email there is a processing error including but not limited to the amount debited, pending transactions and/or preauthorized transfers.

9.2 Notification Requirements. You, Paying User, should immediately notify PayPal if you believe:

- a. there has been an Unauthorized Transaction or unauthorized access to your Account;
- b. 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 a transaction confirmation sent to you by email;
- c. there is an Error in the amount debited from you, in a charge debited from your Account, in pending transactions and/or in preauthorized transfers;
- d. your password or PayPal Mobile PIN has been compromised;
- e. your PayPal Mobile-activated phone has been lost, stolen or deactivated; or
- f. you need more information about a transaction listed on the statement or transaction confirmation.

9.3 Eligibility. To be eligible for protection for Unauthorized Transactions, you, Paying User, must notify us within sixty (60) days after any Unauthorized Transaction first appears in your Account history statement. We will extend the sixty (60) day period if a force majeure event, such as a hospital stay, kept you from notifying us within sixty (60) days.

9.4 Access your Account. 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 payment transaction confirmations to ensure that each transaction was authorized and is accurate.

9.5 Notification to PayPal. For Unauthorized Transactions or Errors in your Account, notify us as follows:

- a. Login to your PayPal account and use the form existing on PayPal's website to file a report in the PayPal [Security Center](#); or
- b. Call PayPal Customer Service at 0800 047 4482.

9.5.1 Information. When you notify us, provide us with all of the following Information:

- a. Your name and email address registered to your Account;
- b. A description of each 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
- c. The amount of each suspected Unauthorized Transaction or Error.

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

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

- a. We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection;
- b. We will complete our investigation within ten (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 thirty (30) Business Days from the date you notify us), we may take up to twenty (20) Business Days to complete this investigation. If we need more time, we may take up to forty-five (45) days to complete our investigation (or up to ninety (90) days for new Accounts or a foreign initiated transaction);
- c. 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 ten (10) Business Days of the date we received your notice (or twenty (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 two (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 ten (10) Business Days (or twenty (20) Business Days for new Accounts), we will not provisionally credit your Account;
- d. We will inform you of our decision within three (3) Business Days after completing our investigation; and
- e. As soon as we determine that there was indeed an Unauthorized Transaction or Error, we will promptly credit the full amount into your Account within one (1) Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

9.7 Negative Decision. 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, Paying User, 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 and which we used as a basis for our decision.

9.8 PayPal Errors. We will rectify any Error that we discover. If the Error results in you, Paying User or Receiving User, receiving 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.

9.9 Your Errors. If you erroneously send a payment to the wrong party (Receiving User), 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, Paying User, have made in error.

10. Protection for PayPal Sellers.

10.1 PayPal Seller Protection. PayPal Seller Protection is a protection available to Receiving Users in Brazil for items sold on any website for Claims, Chargebacks, or Reversals that are based on:

- a. Unauthorized Transaction; or
- b. Item Not Received

10.1.1 PayPal Seller Protection is available for "eligible payments" under the terms of Section 10.3 (*Eligibility Requirements*) below, from Paying Users whose accounts are located in any country.

10.1.2 Before receiving payment from a Paying User in another country, you should review the relevant [PayPal Buyer Protection policies](#) available in such country as such policies will be applicable to the payment received by you.

10.2 Scope of Protection. PayPal will protect the Receiving User for the full amount of the eligible payment and waive the Chargeback Fee, if applicable.

10.3 Eligibility Requirements. To be eligible for (i) PayPal Seller Protection, you, Receiving User, must meet all of the Basic Requirements; Item Not Received (INR) protection the Receiving User must meet both the Basic Requirements and the Item Not Received (INR) Additional Requirements; and (iii) Unauthorized Transactions protection the Receiving User must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements as described below:

- a. Basic Requirements:
 - You must ship the item through a Shipping Company listed in Section 10.4 below (Proof of Shipment, Proof of Delivery, and Signature Confirmation) to the shipping address on the "Transaction Details Page".
 - You must respond to PayPal's requests in relation to sending documentation and other information in a timely manner.
 - The item sold must be a physical, tangible good that can be shipped by a Shipping Company; and
 - Your main address, as listed in your PayPal Account, must be in Brazil.
- b. Item Not Received (INR) Additional Requirements:
 - For Chargebacks, the payment must be marked "eligible" or "partially eligible" for PayPal Seller Protection on the "Transaction Details Page";

- For Claims, the payment does not need to be marked “eligible” or “partially eligible” for PayPal Seller Protection; and
- You must provide proof of delivery as described below in Section 10.4. (Proof of Shipment, Proof of Delivery, and Signature Confirmation).

c. Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for PayPal Seller Protection on the "Transaction Details Page".
- You must provide proof of delivery as described below in Section 10.4. (Proof of Shipment, Proof of Delivery, and Signature Confirmation).

10.4 Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements.

10.4.1 Shipping Company. The “Shipping Company” is a company providing shipping services which shall be one of the following, or other qualified shipping company:

Shipping Company	CNPJ/MF	Corporate Name
CORREIOS / SEDEX	34.028.316/0002-94	EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFO
FEDEX	00.676.486/0001-82	FEDERAL EXPRESS CORPORATION
UPS	74.155.052/0001-73	UPS DO BRASIL REMESSAS EXPRESSAS LTDA.
TNT	95.591.723/0001-19	TNT MERCÚRIO CARGAS E ENCOMENDAS EXPRESSAS S/A
DHL	58.890.252/0006-28	DHL EXPRESS (BRAZIL) LTDA
TAM	02.012.862/0001-60	TAM LINHAS AÉREAS S/A
TOTAL EXPRESS	73.939.449/0001-93	TEX COURIER LTDA.
RAMOS	25.100.223/0123-20	RODOVIÁRIO RAMOS LTDA
PLIMOR	88.085.485/0001-04	TRANSPORTADORA PLIMOR LTDA
STARLOG	01.034.009/0004-29	RENT A TRUCK OPERADOR LOGÍSTICO LTDA
DIRECT	05.886.614/0001-36	DIRECT EXPRESS LOGÍSTICA INTEGRADA LTDA
TRANSPACÍFICO	00.973.580/0004-46	TRANSPACÍFICO TRANSPORTES RODOVIÁRIOS LTDA
TRANSFOLHA	58.818.022/0001-43	TRANSFOLHA TRANSPORTE E DISTRIBUIÇÃO LTDA
TEXLOG	17.638.271/0017-37	SETE SERV DE ENTREGA DE TÍT E ENCOM LTDA
LTD TRANSP	02.793.723/0001-10	LTD TRANSPORTES LTDA
D2D	03.578.636/0001-03	DOOR TO DOOR LOGIST E DISTRIBUIÇÃO LTDA
G9	12.940.963/0001-54	G9 TRANSPORTES RODOVIÁRIOS LTDA
DECISÃO	71.597.215/0001-80	TRANSPORTES DECISÃO LTDA
VIVO SP	11.169.431/0001-00	VIVO LOGISTICA E TRANSPORTES RODOVIARIO LTDA
AERONOVA	30.999.114/0001-58	AERONOVA TRANSPORTES LTDA
VIVO RJ	11.169.431/0002-83	VIVO LOGISTICA E TRANSPORTES RODOVIARIO LTDA
FAVORITA	01.743.404/0001-38	FAVORITA TRANSPORTES LTDA
KENYA	03.225.625/0001-40	KENYA S/A TRANSPORTE E LOGÍSTICA
TA	43.244.631/0001-69	TRANSPORTADORA AMERICANA LTDA
ATÔMICA	11.084.056/0001-98	MPF TRANSPORTES LTDA
SÉCULO 21	09.521.848/0001-30	RAMOS E BISPO TRANSPORTES LTDA - ME
ATUAL CARGAS	08.848.231/0002-42	ATUAL CARGAS TRANSPORTES LTDA
RODONAVES	44.914.992/0013-71	RODONAVES TRANSPORTES E ENCOMENDAS LTDA
RODOFLYE	05.214.772/0001-40	RODOLOG TRANSPORTES MULTIMUDAIS LTDA
LOGOS	67.506.105/0001-60	LOGOS LOGÍSTICA E TRANSPORTES PLANEJADOS LTDA

VIALOG	92.821.701/0019-39	RBS ZERO HORA EDITORA JORNALISTICA S.A
EMLOG	14.386.109/0001-13	EMLOG ESTADO DE MINAS LOGISTICA E TRANSPORTES LTDA
JAMEF	20.147.617/0001-41	JAMEF TRANSPORTES LTDA.
BRASSPRESS	48.740.351/0001-65	BRASPRESS TRANSPORTES URGENTES LTDA
MTR	81.771.669/0001-89	M T R TRANSPORTES LTDA

10.4.2 Proof of Shipment. The "Proof of Shipment" is the documentation issued electronically or physically by the Shipping Company that includes the following information:

- a. The date the item is shipped; and
- b. The recipient's (Paying User) address which must be the same as in the shipping address section on the "Transaction Details Page" and must contain at least the city & state, or city & country, or zip/postal code (or international equivalent).

10.4.3 Proof of Delivery. The "Proof of Delivery" for intangible items is documentation satisfactory to PayPal that the item was provided to the Paying User such as proof of download including the date of fulfillment.

PayPal Seller Protection does not apply to intangible items. However, having proper Proof of Delivery can help a Receiving User win a Paying User's Item Not Received Buyer Protection Claim.

The "Proof of Delivery" for tangible items is the documentation issued electronically or physically by the Shipping Company that includes the following information:

- a. The date the item was delivered.
- b. The status of the delivery evidencing that the item was delivered.
- c. The recipient's (Paying User) address which must be the same as in the shipping address section on the "Transaction Details Page" and must contain at least the city & state, or city & country, or zip/postal code (or international equivalent).
- d. Signature Confirmation as defined below if the full amount of the payment including shipping and taxes, is R\$1,750.00 (one thousand seven hundred fifty Brazilian Reais) or more, or its foreign currency equivalent as provided below:

Currency	Amount
Australian Dollar	\$850 AUD
Brazilian Real	\$1,750 BRL
Canadian Dollar	\$850 CAD
Czech Republic Koruna	15,000 CZK
Danish Krone	4,100 DKK
Euro	€550 EUR
Hong Kong Dollar	\$6,000 HKD
Hungarian Forint	170,000 HUF
Israeli New Shekel	2,700 ILS
New Zealand Dollar	\$950 NZD
Norwegian Krone	4,600 NOK
Philippine Peso	34,000 PHP
Polish New Zloty	2,300 PLN

Russian Ruble	27,000 RUB
Singaporean Dollar	\$950 SGD
Swedish Krona	4,950 SEK
Swiss Franc	700 CHF
Taiwan New Dollar	23,000 TWD

10.4.4 Signature Confirmation. "Signature Confirmation" is electronic documentation that can be viewed at the Shipping Company's website and indicates that the item was signed for by a responsible party on delivery. If the Shipping Company is Correios, the Signature Confirmation is the electronic or physical Delivery Receipt (*Aviso de Recebimento - AR*) that is issued by Correios.

10.5 Items/Transactions not Eligible for PayPal Seller Protection. The following are examples of items or payment transactions not eligible for PayPal Seller Protection:

- a. Claims or Chargebacks for Significantly Not as Described (SNAD).
- b. Items that you deliver in person to recipient (Paying User) including at a point of sale.
- c. Intangible items, including Digital Goods and services.
- d. Items that are not shipped to the recipient's shipping address on the "Transaction Details Page". If you originally ship the item to the recipient's (Paying User) shipping address but after such shipment the item is redirected to a different address, you will not be eligible for PayPal Seller Protection (even if you do not have any relation to such redirection). We therefore recommend not using a shipping service that is arranged by the Paying User, so that you will be able to provide valid proof of shipping and delivery.
- e. Items that you have shipped after PayPal has advised you not to ship. PayPal may advise you about such prohibition through the following methods:
 - In your "Transaction History" (which you can view in your Account with PayPal);
 - By means of email sent by PayPal; and
 - By means of a message to your PayPal Account.
- f. Items equivalent to currency (including, without limitation, gift cards).
- g. Donations.
- h. Financial products and/or investments.
- i. Payment received via Mass Payments.

10.6 Ineligible Sellers. If PayPal determines that you, Receiving User, had an excessive number of Claims, Chargebacks, or Reversals during a given period, you may become ineligible for PayPal Seller Protection. In such an event, PayPal will send you with a written notice. If subsequently the number of the Claims, Chargeback or Reversals in your Account is reduced, you may become eligible for PayPal Seller Protection again and in such a case, PayPal shall notify you in writing of your eligibility.

11. Restricted Activities.

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

- a. Breach this Agreement, [PayPal Acceptable Use Policy](#), or any other agreement or policy that you have agreed to with PayPal;
- b. Violate any law, statute, decree, ordinance, order, decision or regulation in force, issued by any governmental authority in Brazil or abroad;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property or industrial rights, or rights of publicity or confidentiality;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, incomplete or incorrect information to PayPal, other Users or third parties;
- g. Engage in potentially fraudulent or suspicious activity and/or transaction;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any information or document requested by PayPal or by any Brazilian or international governmental authority;
- i. Receive or attempt to receive funds from both PayPal and a Receiving User, credit card company or 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 the Restricted Activities mentioned in this Section;
- 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 yourself;
- l. Have a credit score attributed by a credit risk analysis agency that indicates a high level of risk associated with your use of the PayPal Services, at the sole discretion of PayPal;
- 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 or card association reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative balance;
- o. Provide yourself a cash advance from your credit card (or help others to do so);
- p. Access the PayPal Services from a country that is not listed in the "[Worldwide](#)" page on PayPal's website;
- q. Disclose or distribute another User's information to a third party, or use such information for marketing purposes unless you receive the respective User's express consent to do so;
- r. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;

- s. Take any action that imposes an unreasonable or disproportionate load on the PayPal Services or on our website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf;
- t. Facilitate any viruses, Trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, fraudulently intercept or expropriate, or gain unauthorized access to any system, data, information or PayPal Services;
- u. Use an anonymous 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 disrupt or attempt to interfere with or disrupt our website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf, any of the PayPal Services, or other User's use of any of the PayPal Services;
- w. Take any action that may cause us to lose or impact any of the services from our Internet service providers, payment processors, or any other suppliers or service providers; or
- x. Abuse (as either a Paying User or Receiving User) of the Dispute Resolution process and/or PayPal Buyer Protection.

12. Your Liability - Actions We May Take.

12.1 Your Liability as a Paying User or Receiving User.

- 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 indemnify PayPal, a User, or a third party for any and all damage or loss related to any of these.
- b. *Receiving User's Liability for Claims under PayPal Buyer Protection.*
 - If you are a Receiving User and you lose a Claim filed directly with PayPal, **you will be required to reimburse PayPal for your liability. Your liability will include the full purchase value of the item plus the original shipping cost (and in some cases you may receive neither the item nor the PayPal Fees that you were charged for the transaction back).** In this case, you may be eligible for PayPal Seller Protection in cases of Claims for Item Not Received (INR) and/or eligible Unauthorized Payments - please refer to Section 10 (PayPal Seller Protection). When you receive payment from a Receiving User in another country and we determine under the PayPal Buyer Protection Policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for the item's full purchase price plus the original shipping costs (and depending on the case you may not receive the item back) and the PayPal Fees charged for the transaction (before receiving payment from a Receiving User in another country, you should review the relevant PayPal Buyer Protection Policies applicable to such country, which can be accessed [here](#)).
 - If you are a Receiving User and lose a Significantly Not as Described (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 Paying User and you will not receive the item back. In this case,

PayPal Seller Protection will not cover your liability for Significantly Not as Described SNAD Claims.

- c. *Receiving User's Liability for Claims filed under eBay's buyer protection resolution process.*
 - 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 or the buyer. If you do not have a balance that is sufficient to cover you the total amount of your liability, your Account will have negative balance, and you will be required to immediately reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in appropriate collection efforts to recover such amounts from you, including but not limited to, include your name in the register of credit protection entities, instruct a collection agency to recover the amount due and/or initiate legal proceedings.

12.2 Reimbursement for Your Liability. In the event that you, Receiving User or Paying User, by any reason 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 you the total amount of your liability, your Account will have negative balance, and you will be required to immediately reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in appropriate collection efforts to recover such amounts from you, including but not limited to, include your name in the register of credit protection entities, instruct a collection agency to recover the amount due and/or initiate legal proceedings.

12.3 Actions by PayPal – Restricted Activities. If PayPal, in its sole discretion, believes that you, Paying User or Receiving User, may have engaged in any Restricted Activities, we may take various actions to protect PayPal, its parent companies, subsidiaries and affiliates, other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability arising out of such Restricted Activities. 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 refuse to provide the PayPal Services to you;
- c. We may limit your access to our website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf;
- 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; and
- e. We may suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection.

12.4 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, Paying User or Receiving User, as applicable, your Account, or any of your transactions. PayPal will release the hold on any payment after 30 (thirty) 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 suspects that you may 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 suspects 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.

- b. *Disputed Transaction Holds.* If a Paying User files a Dispute, Claim, Chargeback or Reversal on a payment you, Receiving User, received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you, Receiving User, win the Dispute and are 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.

12.5 Actions by PayPal - Reserves. PayPal, in its sole discretion, may place a Reserve on funds held in your Account when PayPal believes there may be a high level of risk associated with your Account, so that such funds may be temporarily unavailable. If PayPal places a Reserve in your Account, the transaction 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 such Reserve. For example, 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 such new terms.

12.6 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. PayPal reserves the right to suspend or terminate this Agreement and/or access to or use of PayPal's website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf, or some or all of the PayPal Services due to disagreement or lack of commercial interest, at any time upon prior notice and release 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 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, according to applicable law and/or that is essential to our management of risk, the security of Users' Accounts, the PayPal system and/or PayPal's services providers. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you, except when such procedures do not involve confidential criteria.

12.7 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 to indemnify PayPal for all damages and losses PayPal may incur as a result of a violation of the Acceptable Use Policy considering all existing circumstances, including the range of damages and losses to PayPal. PayPal may deduct the amount equivalent to its indemnification directly from any existing balance in the Account of the offending User, or any other Account such User controls.

13. Disputes with PayPal.

13.1 Contact PayPal. If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the PayPal Services may be reported to Customer Service online through the [PayPal Help Center](#), at any time, or by calling 0800 047 4482 everyday, 24 hours per day. If you are not satisfied with the solution provided by PayPal Customer Service, you

may contact the Ombudsman, from Monday to Friday, from 09am to 6pm, by calling 0800 047 4224. You must have the protocol number informed by PayPal Customer Service to contact the Ombudsman.

13.2 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 (twenty-four) hours of the time we post it to our website or email it to you. The Communications mentioned herein are not marketing messages, which will only be sent as long as you agree to receive them according to our [Privacy Policy](#).

13.3 Notices to PayPal. Except as otherwise stated above in Section 9 (Errors and Unauthorized Transactions) and Section 13.1 (Contact PayPal) above, all notices to PayPal must be sent by postal mail to: PayPal do Brasil Serviços de Pagamentos Ltda., Attention: Legal Department, Avenida Paulista, 1048, 13th floor, CEP 01310-100, Sao Paulo - SP.

13.4 Insolvency Proceedings. If any proceeding by or against you, as a Receiving User, 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. Likewise, if, as a Receiving User, you commence or have a proceeding commenced against you for civil insolvency, actual or presumed, 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. This clause does not apply to Paying Users.

13.5 Release of PayPal. If you have a dispute with one or more Users, you release PayPal, its parent companies, subsidiaries and affiliates in Brazil and abroad (and their officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages or losses of every kind and nature arising out of or in connection with such dispute.

14. In-Store Checkout.

14.1 Definition. "In-Store Checkout" means the use of PayPal as a payment method for an online transaction that occurs in a seller's physical location, using an access device authorized by us for this purpose (for example, a mobile phone number).

14.2 How It Works and Authorization. In-Store Checkout allows you, Paying User, to make payments using your Account with PayPal in a Receiving User's physical store if such Receiving User accepts PayPal as a payment method. 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. In order to sign up, you, Paying User, must provide your name, address, and mobile phone number and select your Payment Method preferences for your In-Store Checkout transactions.

14.3 Preferred Payment Method. For purposes of Section 3.5 (Preferred Payment Method) of this Agreement, for In-Store Checkout payments, you, Paying User, 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 payment transaction. For In-Store Checkout transactions, PayPal will only use your balance first if you, Paying User, select it as your first Preferred Payment Method and you have sufficient balance to cover the entire transaction amount.

14.4 Preapproved Payments for In-Store Checkout. For purposes of Section 3.8 of this Agreement (Preapproved Payments), you, Paying User, 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 Receiving User, you authorize us to debit your Account or any of the Payment Methods linked to your Account to recover any amounts we paid the Receiving User on your behalf. We will only recover up to the amount of the In-Store Checkout transaction you authorized and we paid to the Receiving User. You may cancel this authorization by logging into your Account and clicking on "My Preapproved Payments" in your Account Profile. If you cancel this authorization, we may decline any payment transaction for an In-Store Checkout using a Preferred Payment Method for which we cannot get a real time authorization.

14.5 PayPal Buyer Protection / PayPal Seller Protection.

14.5.1 PayPal Buyer Protection. Items bought by a Paying User through In-Store Checkout at the retail physical point of sale of a Receiving User are deemed ineligible items under Section 8.4 of this Agreement (Ineligible Items), and thus are not eligible for reimbursement under PayPal Buyer Protection.

14.5.2 PayPal Seller Protection. Items that delivered in person by the Receiving User to the Paying User in connection with In-Store Checkout are deemed ineligible items under Section 10.5 of this Agreement (Items/Transactions not Eligible for PayPal Seller Protection), and thus are not eligible for PayPal Seller Protection.

14.6 Special Offers. You, Paying User, may receive promotional offers from PayPal, such as coupons, Receiving Users specific promotional balances and other deals (together, "Offers") that can be applied to payment in case of In-Store Checkout.

14.6.1 How to Use an Offer. To use an Offer, you, Paying User, must first save it to your Account with PayPal. Some Offers may be saved automatically. The Offer will apply the next time you make a purchase with the offering Receiving User via In-Store Checkout, unless you, Paying User, choose to save such Offer in your Account for later use. Use of Offers is subject to respective Offer's terms. The Receiving User and/or PayPal, when applicable, may set the Offer terms, which may be viewed when you receive the Offer or by means of your Account if the Offer is saved there.

14.6.2 Refunds related to the use of Offers. Each Offer's terms will also be applicable to occasional refunds for items or services purchased using such Offer. The refunded amount may be (i) reapplied to the Offer's balance, (ii) credited with the Payment Method used for the transaction, (for example, a credit card), (iii) credited in your Account, or (iv) applied simultaneously in more than one of said options.

14.6.3 Failure to use Offers. PayPal has no liability if you fail to use any Offers within their validity period or if PayPal does not remind Paying Users of pending Offers or of the validity of any Offer. PayPal is not responsible for terms set by Receiving Users in relation to Offers or for the compliance of such terms with any applicable laws and regulations in force in Brazil or abroad.

14.7 Wish Lists. If you, Paying User, sign up to use the In-Store Checkout service, you will be able to create wish lists of goods or services within your Account with PayPal 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 list by logging into your Account, or through searches in your previous purchases with PayPal. 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 Receiving User to honor the price or terms included in the search results.

14.8 Social Sharing of Offers. If you, Paying User or Receiving User, have an Offer in your Account with PayPal, you can share it with your online community of friends and family via social sharing websites 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 website. Any data received by PayPal from these social sharing websites will be subject to our [Privacy Policy](#). In addition to complying with the other requirements of Section 11.1 (Restricted Activities) above, 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.

14.9 Loyalty Cards. In-Store Checkout allows you, Paying User, to store in your Account your registration number in loyalty programs linked to Receiving Users participating in such programs. When you store your registration number in your PayPal Account, you will earn any rewards or discounts automatically at the time you make your payment to the Receiving User, without being required to inform the respective registration to the Receiving User. It is your responsibility to make sure that you have entered your loyalty program registration information correctly and that you update it as necessary. It is also your responsibility to confirm that you are receiving the rewards or discounts to which you are entitled. PayPal is not responsible for managing your account with the respective loyalty program and any questions about such loyalty program or associated rewards should be directed to the Receiving User that manages the respective program. Loyalty program benefits may not be available when network connectivity between the Receiving User and PayPal is unavailable.

14.10 Receiving In-Store Payments. If you, Receiving User, accepts PayPal as an in-store payment method (In-Store Checkout) you must communicate the total amount of the purchase to the Paying User before the transaction takes place. You may charge your customer's (Paying Users) 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.

15. General Terms.

15.1 Law and Forum for Disputes. The parties agree that any claim or dispute you may have against PayPal arising out of this Agreement shall be settled by the Courts of the City of São Paulo, State of São Paulo, with express waiver of any other court, however privileged they may be. This Agreement shall be governed in all respects by the laws of Brazil.

15.2 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS IN BRAZIL OR ABROAD BE LIABLE FOR ANY INDIRECT DAMAGES OR LOST PROFITS OR ANY DAMAGE ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, SOFTWARE, SYSTEMS (INCLUDING ANY NETWORKS AND SERVERS USED TO PROVIDE ANY OF THE PAYPAL SERVICES) OPERATED BY US OR ON OUR BEHALF, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING BY FAULT). OUR LIABILITY, AND THE LIABILITY OF OUR PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS IN BRAZIL OR ABROAD, TO YOU, USER, OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT OR ACTUAL DAMAGES.

15.3 PayPal Services Limitation. PayPal is not a bank or an insurance company, but a Payment Institution and a Payment Arranger, under Law No. 12,865, of October 9, 2013. The PayPal Services are subject to supervision and regulation by the Central Bank of Brazil.

15.3.1 PayPal Services. PayPal Services consist in the following: (i) the enrollment of individuals and legal entities Receiving Users to accept PayPal as a payment method and receive payments resulting from sale of

products and services by electronic means, (ii) registration of individuals and legal entities (Paying Users) to use PayPal as a payment method and send payments arising out of the acquisition of products and services by electronic means, (iii) management of the network of registered Users (both Paying Users and Receiving Users) and the set of rules and procedures that govern the provision of payment services, which include capture, transmission, data processing and settlement of electronic payment transactions, and (iv) management of its Users' Accounts. PayPal does not provide services and does not perform activities provided and performed exclusively by financial institutions or insurance companies, such as banking, insurance or foreign exchange services. PAYPAL DOES NOT HAVE CONTROL OF, NOR LIABILITY FOR, THE PRODUCTS OR SERVICES THAT ARE PAID FOR BY MEANS OF PAYPAL AND IS NOT LIABLE FOR SUCH PRODUCTS OR SERVICES. WE DO NOT GUARANTEE THE CREDITWORTHINESS OR GOOD REPUTE OF ANY USER AS REGARDS THEIR COMMERCIAL RELATIONS. PAYPAL DOES NOT ENSURE THAT A PAYING USER OR A RECEIVING USER WILL SUCCESSFULLY COMPLETE ANY PAYMENT TRANSACTION.

15.4 No Warranty. PAYPAL, OUR PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS IN BRAZIL OR ABROAD DO NOT GUARANTEE THE COMPLETION OF ANY COMMERCIAL TRANSACTIONS MADE BETWEEN USERS. PayPal does not have any control over the products or services that are acquired by means of the PayPal Services and PayPal cannot ensure that a Paying User or a Receiving User you are dealing with will actually complete the respective commercial 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 website, software or systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf, may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, 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 such processing once the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service.

15.5 Indemnification. You agree to defend, indemnify, exempt and hold PayPal, its parent companies, subsidiaries and affiliates, and our officers, directors, agents, joint ventures, employees, service providers and suppliers in Brazil and abroad harmless from any claim, demand (including attorneys' fees), fines, or other liability incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the PayPal Services.

15.6 License Grant. If you are using PayPal software such as an Application Programming Interface (API), a developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded, or otherwise accessed through a web or mobile platform, to your computer, device, or other platform, then PayPal grants you a free, revocable, non-exclusive, non-transferable license to access and/or use PayPal's software in accordance with the PayPal terms and conditions informed to you upon your adhesion to PayPal Services. This license grant includes the software and all updates, upgrades, new versions and replacement software. You may not assign, sublicense or otherwise transfer your rights related to the software to third parties. You must comply with the implementation and access requirements and use restrictions contained in the documentation accompanying the PayPal Services, which has been made available to you. If you do not comply with implementation and access requirements and use restrictions you will be liable for all damages and losses resulting from the infraction suffered by you, PayPal or third parties. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You undertake not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software, or any third party materials or technology, or otherwise create any derivative works from any of the

software or third party materials or technology. You acknowledge that all rights to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any software application owned by third parties which you use on the PayPal website is subject to the license you will agree to with the third party that provides you with such software. PayPal does not own, control nor have any responsibility or liability in relation to any software application owned by third parties you elect to use on the PayPal website, software and/or in connection with the PayPal Services. If you are using the PayPal Services by means of the PayPal website, or by means of other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using software applications owned by third parties on the PayPal website, then this contractual provision does not apply to your use of the hosted PayPal Services.

15.7 License Grant from Receiving Users to PayPal. If you are a Receiving User using PayPal to receive payments, 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 Receiving User that accepts PayPal as payment instrument, and (2) any other use to which you specifically consent.

15.8 Intellectual Property. "PayPal.com", "PayPal", "PayPal.com.br", "PayPal.com.cn", "PayPal.com.c2", "PayPal.com.hk", "PayPal.co.il", "PayPal.co.jp", "PayPal.com.mx", "PayPal.com.tr", "PayPal.com.sg" and all other URLs, logos and trademarks related to the PayPal Services are 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 marks 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 services, auction tools features or affiliate programs (including, but not limited to PayPal Media Center available [here](#) regardless of PayPal's consent for the purpose of directing internet traffic to the PayPal Services. You may not alter 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 support. All rights 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.

15.9 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 such 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 such number.

15.10 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 such User's express consent to do so.

15.11 Password Security. You are the only and exclusive 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.

15.12 Taxes. It is your responsibility to determine which, if any, taxes apply to the payments you make or receive by means of the PayPal Services, and it is your responsibility to report, withhold, charge and/or remit, as applicable, the correct tax to the competent tax authority. PayPal is not responsible for determining whether taxes apply to transactions of the Paying User or the Receiving User, or for reporting, withholding and/or charging any taxes arising from any transaction made by the Paying User/Receiving User.

15.12.1 Please be advised that you, Paying User, may be subject to withholding taxes and/or other tax liabilities with respect to importing goods or services from a foreign entity (Receiving User located abroad). In addition, as a Receiving User you may be subject to indirect taxes, VAT, sales tax, income tax, or other tax liabilities applicable to sellers of goods or services. It is your responsibility to check with your local accounting or legal/tax advisor to determine which taxes or ancillary tax obligations apply to you, and it is your responsibility to pay such taxes to the competent tax authority.

15.12.2 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, or other deductions or withholdings, which must be carried out by the User, in accordance with the Brazilian legislation in force at the time of the payments.

15.13 Statements or declarations to the competent authorities. It is your responsibility to provide any and all statements or declarations to the competent authorities, including but not limited to the Central Bank of Brazil and the Federal Revenue of Brazil, with respect, for example, to receipts of payments resulting from products or services export or import transactions.

15.14 Complete Agreement and Survival. This Agreement, along with any applicable Policies and agreements on the [Terms and Conditions](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services, substituting all other previous agreements and understandings, either oral or written. Sections 7 (Closing Your Account), 12 (Your Liability – Actions We May Take), 13 (Disputes with PayPal), 15 (General Terms), 16 (Definitions), and the [Fees applicable to your use of the PayPal Services](#) (and as described in Exhibit A) as well as any other provisions which by their nature should continue to be in force after this Agreement is terminated, will continue to be in force. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be disregarded. Such illegality, invalidity or unenforceability will not affect the remaining provisions of this Agreement, which will remain valid and in force.

15.15 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 to any third party, at any time.

15.16 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 and Portuguese versions of this Agreement, the Portuguese version shall prevail.

15.17 No Waiver. Our tolerance with respect to any section and/or term of this Agreement and the [Fees applicable to your use of the PayPal Services](#) (and as described in Exhibit A) will not imply a waiver, remission, novation or amendment to the terms herein provided for, which may be required and demanded to or in any hypothesis.

15.18 Assumption of Rights. If PayPal pays out a Claim, Reversal or Chargeback that you, Paying User, file, you agree that PayPal assumes your rights and claims related to the payment, and may pursue those rights and claims directly or on your behalf, in PayPal's sole discretion.

16. Definitions.

1. **"Account"** means the account managed by PayPal and owned by each User (Paying User or Receiving User, individual or legal entity), by means of which PayPal will register debits and credits related to payment transactions (remittance and receipt of funds) made by Users, resulting from the purchase and/or sale, as applicable, of goods and/or services by electronic means. The Account is considered a "payment account"

under the terms of the regulation in force, only upon receipt and allocation of funds (and, therefore, existence of balance in electronic currency).

2. **"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 in case you are a Receiving User), and your Account settings including your notification preferences and API - Application Programming Interface Access permissions.
3. **"Agreement"** means as defined in the Preamble of this document.
4. **"Authorize"** or **"Authorization"** means a Paying User's express authorization to a Receiving User to debit the Account of such Paying User in view of the acquisition of a product and/or service and use of PayPal as a payment method.
5. **"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.
6. **"Business Days"** means any day from Monday through Friday, excluding the official holidays recognized in Brazil.
7. **"Chargeback"** means a request that a Paying User files directly with his or her debit or credit card (registered with PayPal) company or debit or credit card (registered with PayPal) issuing bank denying an expense made with such card to invalidate a payment made.
8. **"Claim"** means a challenge to a payment that a Paying User files directly with PayPal in the [Online Resolution Center](#) pursuant to Section 8.6 (Dispute Resolution) of this Agreement.
9. **"Communications"** means any Account or transaction information that PayPal provides to you, including: any agreements and policies you agree to, including updates to these agreements or policies; annual disclosure; transaction receipts or confirmations; Account statements and history; and tax statements we are required to make available to you.
10. **"Days"** means calendar days.
11. **"Default Payment Methods"** means the order in which PayPal uses your Payment Methods registered in your Account to fund a transaction if you do not select a Preferred Payment Method as described in Section 3.3 (Default Payment Method).
12. **"Digital Goods"** means products that are delivered and used exclusively in an electronic format.
13. **"Dispute"** means a dispute filed by a Paying User directly with PayPal's website in the [Online Resolution Center](#) pursuant to Section 8 (PayPal Buyer Protection) of this Agreement.
14. **"Error"** means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.
15. **"Fees"** means the Fees applicable to the PayPal Services (and as described in Exhibit A).
16. **"Information"** means all information related to your Account that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.
17. **"In-Store Checkout"** means as defined in Section 14 (In-Store Checkout).

18. **"Item Not Received (INR)"** means a challenge to a payment from a Paying User claiming that the item purchased was not received. For more information see Section 8 (PayPal Buyer Protection) of this Agreement.
19. **"Mass Payments"** means the ability to send multiple payments at the same time.
20. **"Micropayments for Digital Goods"** means the PayPal Service offered to certain qualifying Receiving Users who sell Digital Goods.
21. **"No Log-In Payment"** means a payment that is made by means of PayPal without the Paying User or payment sender having to log into his/her Account.
22. **"Offers"** means as defined in Section 14.6 (Special Offers).
23. **"Ombudsman"** means a communication channel to the Users that already contacted PayPal Customer Service to solve disputes with PayPal but were not satisfied with the solution provided. The Ombudsman provides a definitive answer to these disputes and may be contacted from Monday to Friday, from 09am to 6pm, by calling 0800 047 4224.
24. **"Paying User"** means the User able to purchase goods and/or services using PayPal Services. It is the sender of a payment made by using PayPal Services.
25. **"Payment Method"** means the payment method that can be used to fund a transaction. The following payment methods may be used to fund a transaction: balance, bank account, credit card and Redemption Codes.
26. **"PayPal Buyer Protection"** means the protection program PayPal offers Paying Users, as described in Section 8 (PayPal Buyer Protection) of this Agreement.
27. **"PayPal Customer Service"** means the supporting service provided to PayPal clients, which may be accessed by means of the [PayPal Help Center](#) at any time or by means of a call to 0800 047 4482 everyday 24 hours per day.
28. **"PayPal Mobile"** means a PayPal Service that allows you to send and receive payments through your mobile phone.
29. **"PayPal Seller Protection"** means the protection program PayPal offers Receiving Users as described in Section 10 (Protection for PayPal Sellers) of this Agreement.
30. **"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. More information on such services may be found in Section 15.3.1 (PayPal Services) of this Agreement.
31. **"PayPal," "we," "us" or "our"** means PayPal do Brasil Serviços de Pagamentos Ltda.
32. **"PayPal's Payment Processing"** means the option to pay the total value of a product in installments by means of PayPal, under the terms of Section 3.10 (Payments in Installments) of this Agreement.
33. **"Policy" or "Policies"** means any policy or other agreement between you and PayPal that you entered into on the PayPal website on any other means, or in connection with your use of the PayPal Services.
34. **"Preapproved Payment"** means a payment in which the Receiving User is provided advance Authorization to debit the sender's (Paying User) Payment Method 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", "preauthorized transfers" or "recurring payments."

35. **"Preferred Payment Method"** means a Payment Method that you select as preferred each time you fund a payment instead of using the Default Payment Methods. as described in Section 3.5 of this Agreement (Preferred Payment Method).
36. **"Receiving User"** means the User able to use PayPal Services to receive values related to the sale of goods and/or provision of services. It is the recipient of a payment made by using PayPal Services.
37. **"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.
38. **"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.
39. **"Restricted Activities"** means those activities described in Section 11 (Restricted Activities) of this Agreement.
40. **"Reversal"** means the reversal by PayPal of a payment you, Receiving User, received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal, its parent companies, affiliates or any direct or indirect PayPal subsidiary, in Brazil or abroad, (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.
41. **"Significantly Not as Described (SNAD)"** means a challenge to a payment from a Paying User claiming that the item purchased is different from the description provided by the Receiving User upon the purchase. For more information see Section 8 (PayPal Buyer Protection) of this Agreement.
42. **"Substantial Change"** means a change to the terms and provisions of this Agreement that reduces your rights or increases your responsibilities.
43. **"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 "Details" link on the "Overview" and "History" sub tabs of the "My Account" tab on the PayPal website.
44. **"Unauthorized Transaction"** means as defined in Section 9.1 (Protection for Unauthorized Transactions and Errors) et seq. of this Agreement.
45. **"User"** means any person or legal entity registered with PayPal using the PayPal Services including you.
46. **"Verified Account"** means an Account status that reflects that PayPal has verified that an Account holder has legal control of and/or access to one or more of his or her Payment Methods registered with PayPal. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.
47. **"Wish List"** means as defined in Section 14.7 (Wish Lists) et seq. of this Agreement.

Exhibit A - Fees

1. Overview.

PayPal charges the following Fees from its Users:

1. **Fees for selling and receiving payments.**
2. **Additional Fees:**
 - Currency Conversion Fee;
 - Withdrawing funds from the Account Fee;
 - Chargeback Fee; and
 - Records Request Fee.
3. **Fees for other pricing categories:**
 - Micropayments Fee;
 - Micropayment for Digital Goods Fee;
 - Mass Payments Fee; and
 - Installments Processing Fee.

2. Fees for selling and receiving payments.

The Fees for selling and receiving payments may include values owed to other payments institutions and/or financial institutions. Selling and receiving payments include the following:

- A Payment for the sale of goods or services;
- A Payment received after the Receiving User 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.

<i>If funds you are receiving are coming from a PayPal account:</i>	<i>Then you pay:</i>
In Brazil	4.99% + R\$ 0.60 per transaction
Outside of Brazil	7.4% of the transaction amount plus a Fixed Fee based on the currency of the transaction

Fixed fee for selling and receiving payments

Currency	Fee	Currency	Fee
Australian Dollar:	0.30 AUD	New Zealand Dollar:	0.45 NZD
Brazilian Real:	R\$0.60 BRL	Norwegian Krone:	2.80 NOK
Canadian Dollar:	0.30 CAD	Philippine Peso:	15.00 PHP
Czech Koruna:	10.00 CZK	Polish Zloty:	1.35 PLN
Danish Krone:	2.60 DKK	Russian Ruble:	10 RUB
Euro:	0.35 EUR	Singapore Dollar:	0.50 SGD
Hong Kong Dollar:	2.35 HKD	Swedish Krona:	3.25 SEK
Hungarian Forint:	90 HUF	Swiss Franc:	0.55 CHF
Israeli New Shekel:	1.20 ILS	New Taiwan Dollar:	10.00 TWD
Japanese Yen:	¥40 JPY	Thai Baht:	11.00 THB
Malaysian Ringgit:	2.00 MYR	U.K. Pounds Sterling:	£0.20 GBP
Mexican Peso:	4.00 MXN	U.S. Dollar:	\$0.30 USD

3. Additional Fees.

Activity	Additional Fees								
Currency Conversion	<p>4.5% (added to the exchange rate)</p> <p>When a payment requires a currency conversion, PayPal engages a licensed bank to perform the currency conversion. The exchange rate is determined based on rates available in the wholesale currency market and PayPal adds the Currency Conversion Fee indicated above to the exchange rate.</p>								
Withdrawing your Balance	<table border="1"> <thead> <tr> <th>Withdrawal Method:</th> <th>Fee:</th> </tr> </thead> <tbody> <tr> <td>Withdrawals you make to your U.S. bank account.</td> <td>Free</td> </tr> <tr> <td>Withdrawals you make to your local bank account.</td> <td>Free</td> </tr> <tr> <td>Return Fee if the withdrawal information you provided is incorrect or incomplete.</td> <td>Free</td> </tr> </tbody> </table>	Withdrawal Method:	Fee:	Withdrawals you make to your U.S. bank account.	Free	Withdrawals you make to your local bank account.	Free	Return Fee if the withdrawal information you provided is incorrect or incomplete.	Free
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Withdrawals you make to your local bank account.	Free								
Return Fee if the withdrawal information you provided is incorrect or incomplete.	Free								

Chargebacks	<p>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:</p> <table border="1" data-bbox="526 306 1484 1052"> <thead> <tr> <th>Currency</th> <th>Fee</th> <th>Currency</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Australian Dollar:</td> <td>\$15.00 AUD</td> <td>New Zealand Dollar:</td> <td>\$15.00 NZD</td> </tr> <tr> <td>Brazilian Real:</td> <td>R\$20.00 BRL</td> <td>Norwegian Krone:</td> <td>65.00 NOK</td> </tr> <tr> <td>Canadian Dollar:</td> <td>\$15.00 CAD</td> <td>Philippine Peso:</td> <td>500.00 PHP</td> </tr> <tr> <td>Czech Koruna:</td> <td>250.00 CZK</td> <td>Polish Zloty:</td> <td>30.00 PLN</td> </tr> <tr> <td>Danish Kroner:</td> <td>60.00 DKK</td> <td>Russian Ruble:</td> <td>320.00 RUB</td> </tr> <tr> <td>Euro:</td> <td>11.25 EUR</td> <td>Singapore Dollar:</td> <td>\$15.00 SGD</td> </tr> <tr> <td>Hong Kong Dollar:</td> <td>\$75.00 HKD</td> <td>Swedish Krona:</td> <td>80.00 SEK</td> </tr> <tr> <td>Hungarian Forint:</td> <td>2,000.00 HUF</td> <td>Swiss Franc:</td> <td>10.00 CHF</td> </tr> <tr> <td>Israeli New Shekel:</td> <td>40.00 ILS</td> <td>New Taiwan Dollar:</td> <td>\$330.00 TWD</td> </tr> <tr> <td>Japanese Yen:</td> <td>¥1,300.00 JPY</td> <td>Thai Baht:</td> <td>360.00 THB</td> </tr> <tr> <td>Malaysian Ringgit:</td> <td>40.00 MYR</td> <td>U.K. Pounds Sterling:</td> <td>£7.00 GBP</td> </tr> <tr> <td>Mexican Peso:</td> <td>110.00 MXN</td> <td>U.S. Dollar:</td> <td>\$10.00 USD</td> </tr> </tbody> </table>	Currency	Fee	Currency	Fee	Australian Dollar:	\$15.00 AUD	New Zealand Dollar:	\$15.00 NZD	Brazilian Real:	R\$20.00 BRL	Norwegian Krone:	65.00 NOK	Canadian Dollar:	\$15.00 CAD	Philippine Peso:	500.00 PHP	Czech Koruna:	250.00 CZK	Polish Zloty:	30.00 PLN	Danish Kroner:	60.00 DKK	Russian Ruble:	320.00 RUB	Euro:	11.25 EUR	Singapore Dollar:	\$15.00 SGD	Hong Kong Dollar:	\$75.00 HKD	Swedish Krona:	80.00 SEK	Hungarian Forint:	2,000.00 HUF	Swiss Franc:	10.00 CHF	Israeli New Shekel:	40.00 ILS	New Taiwan Dollar:	\$330.00 TWD	Japanese Yen:	¥1,300.00 JPY	Thai Baht:	360.00 THB	Malaysian Ringgit:	40.00 MYR	U.K. Pounds Sterling:	£7.00 GBP	Mexican Peso:	110.00 MXN	U.S. Dollar:	\$10.00 USD
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Records Requests Fee	<p>R\$15.00 (per item), or other currency equivalent.</p> <p>We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</p>																																																				

4. Fees for Other Pricing Categories.

4.1. Micropayments Fee. PayPal offers two Micropayments Fee programs: (i) Micropayments Fees; and (ii) Micropayments for Digital Goods Fees.

- a. **Micropayments Fees.** If you, Receiving User, have signed up for Micropayments Fees, then the following Fees apply to all selling and receiving payments. 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.

If Micropayments Fees apply to your account, then the fees set forth below will apply.

- b. **Micropayments for Digital Goods.** If you apply and qualify for Micropayments for Digital Goods, then for each transaction involving only Digital Goods, you, Receiving User, agree to pay either (i) the selling

and receiving payments 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.

If Micropayments for Digital Goods pricing applies to your account, then the fees set forth below will apply

If you qualify to receive micropayments or micropayments for digital goods, pricing and the funds you are receiving are coming from a PayPal Account:

Then you pay:

In Brazil

9.5% + a Fixed Fee

Outside of Brazil

10.5% + a Fixed Fee

Fixed fee for micropayments	Currency	Fee	Currency	Fee
	Australian Dollar:	0.05 AUD	New Zealand Dollar:	0.08 NZD
	Brazilian Real:	R\$0.10 BRL	Norwegian Krone:	0.47 NOK
	Canadian Dollar:	0.05 CAD	Philippine Peso:	2.50 PHP
	Czech Koruna:	1.67 CZK	Polish Zloty:	0.23 PLN
	Danish Krone:	0.43 DKK	Russian Ruble:	2.00 RUB
	Euro:	0.05 EUR	Singapore Dollar:	0.08 SGD
	Hong Kong Dollar:	\$0.39 HKD	Swedish Krona:	0.54 SEK
	Hungarian Forint:	15.00 HUF	Swiss Franc:	0.09 CHF
	Israeli New Shekel:	0.20 ILS	New Taiwan Dollar:	2.00 TWD
	Japanese Yen:	¥7.00 JPY	Thai Baht:	1.80 THB
	Malaysian Ringgit:	0.20 MYR	U.K. Pounds Sterling:	£0.05 GBP
	Mexican Peso:	0.55 MXN	U.S. Dollar:	\$0.05 USD

4.2 Mass Payments Fee.

Through Mass Payments, PayPal offers the ability to send multiple payments at the same time, and the fees applicable to the use of Mass Payments are set forth below.

In Brazil and outside of Brazil*: 2% of the payment up to a Maximum Mass Payment Fee** per recipient as listed below.

* Mass Payments can only be funded by your PayPal balance. All your payments sent to residents of Brazil must be in Brazilian Real. You can only make International Mass Payments if you have a balance in foreign currency.

Maximum Mass Payment Fee **	Currency	Fee	Currency	Fee
	Australian Dollar:	1.25 AUD	New Zealand Dollar:	\$1.50 NZD
	Brazilian Real:	R\$2.00 BRL	Norwegian Krone:	6.75 NOK
	Canadian Dollar:	\$1.25 CAD	Philippine Peso:	50.00 PHP
	Czech Koruna:	24.00 CZK	Polish Zloty:	3.00 PLN
	Danish Krone:	6.00 DKK	Russian Ruble:	30 RUB
	Euro:	0.85 EUR	Singapore Dollar:	1.60 SGD
	Hong Kong Dollar:	\$7.00 HKD	Swedish Krona:	9.00 SEK
	Hungarian Forint:	210.00 HUF	Swiss Franc:	1.30 CHF
	Israeli New Shekel:	4.00 ILS	New Taiwan Dollar:	\$33.00 TWD
	Japanese Yen:	¥120.00 JPY	Thai Baht:	36.00 THB
	Malaysian Ringgit:	4.00 MYR	U.K. Pounds Sterling:	£0.65 GBP
	Mexican Peso:	11.00 MXN	U.S. Dollar:	\$1.00 USD

4.3 PayPal Installment Processing Fee. If the Paying User decides to pay you in installments by means of PayPal's website, the Fee the Receiving User pays is based on the number of installments selected by the Paying User. The Paying User may pay the Receiving User from two to twelve installments and the Fee is the applicable domestic selling and receiving payments Fee as listed in Section 2 above, plus 2.39% per installment. PayPal reserves the right to suspend your ability to offer payments in installments using the PayPal Services anytime and without prior notice to you.

5. Bank/Credit Card Fees. Your bank, the issuer and/or credit card company may charge you fees for sending or receiving funds through your PayPal Account. For example, you may be charged currency conversion fees, international transactions fees, or other fees even when your transaction is domestic, or does not require a currency conversion. PayPal is not liable for any fees charged to you by your bank, the issuer and/or credit card company or any other financial institution based on the usage of your PayPal Account.

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