

[PayPal](#)

# PayPal User Agreement

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## PayPal User Agreement

THIS USER AGREEMENT SHALL BE EFFECTIVE FOR ALL USERS AS OF MAY 1, 2018.



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### WELCOME TO PAYPAL!

This Agreement is a contract between you and PayPal Canada Co., a company incorporated in Nova Scotia, and governs your use of all Services. Using the Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements, as may be applicable to you from time to time, on the [Legal Agreements](#) page, including the [Privacy Policy](#) and the [Acceptable Use Policy](#). You should read all of these terms and conditions carefully

This Agreement contains several sections. You may jump directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of or give meaning to each section. Some capitalized terms have specific definitions in Section 16 (Definitions). Underlined words in this Agreement and on our website link to relevant information.

Jump to section:

[1. Our Relationship with You.](#)

[2. Accounts.](#)

[3. Sending Money.](#)

[4. Receiving Money.](#)

[5. Account Balances.](#)

[6. Withdrawing Money.](#)

## [7. Closing Your Account.](#)

## [8. Fees and Currency Conversion.](#)

## [9. Restricted Activities.](#)

## [10. Your Liability - Actions We May Take.](#)

## [11. Protection for Sellers.](#)

## [12. Resolution Procedures for Unauthorized Transactions and Processing Errors.](#)

## [13. Protection for Buyers.](#)

## [14. Disputes with PayPal.](#)

## [15. General Provisions.](#)

## [16. Definitions.](#)

We may amend and update this Agreement without your consent at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change that applies to consumers, we will provide you with at least 30 Days' prior written notice (and at least 90 Days' prior written notice to our Merchants in the case of the introduction of a new fee or an increase of an existing fee which applies them) by posting notice on the **Policy Updates** page of our website, which can also be found by clicking on the **Legal Agreements** link on the bottom of every page on the PayPal website and by notifying you by email that we have amended the Agreement, providing a comparison illustrating the amendments and the date they will be effective, and your right to terminate your relationship with us at any time without cost or penalty if you do not agree to the amendments. If you do not wish to be bound by this Agreement, you must stop using our Services and terminate your relationship with us in accordance with Section 7. The Agreement will continue to apply to your previous use of our Services. Amendments and updates that apply to consumers may relate to: (i) the nature of PayPal Services; (ii) the rights, obligations and liabilities of consumers; (iii) communications and notices; (iv) password security and identity authentication; (v) Payment Methods; (vi) sending or withdrawal limits; (vii) Account Balances; (viii) closing of Accounts; (ix) Fees and currency conversion; (x) Restricted Activities; (xi) protection for Sellers and Buyers; (xii) resolution procedures for unauthorized transactions and processing errors; (xiii) disputes with PayPal; (xiv) governing law and jurisdiction; (xv) limitations of liability and warranties; and (xvi) definitions.

This is an important document which you must consider carefully when choosing whether to use the Services.

Please note the following risks of using the Services:

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

If you are a Seller, you can help protect yourself from the risk of a payment being reversed from your Account by following the criteria set out in the Protection for Sellers section and by following the other guidance provided in the [Security](#) page accessible via every page of the PayPal website.

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

If you wish to open a dispute through PayPal's [Resolution Centre](#) you must do so within 180 Days of making your payment.

## 1. Our Relationship with You.

**1.1 PayPal is Only a Payment Service Provider.** PayPal helps you make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as your agent with respect to the custody of your funds. PayPal does not have control of or liability for the products or services that are paid for with the Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

**1.2 Your Privacy.** Protecting your privacy is very important to PayPal. Please review our [Privacy Policy](#) to understand how we collect, use, disclose and safeguard your Information.

**1.3 Privacy of Others; Marketing.** If you receive Information about another User through the Services, you must keep the Information confidential and only use it in connection with the Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's

express consent to do so. You may not send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties.

**1.4 Intellectual Property.** "PayPal.ca," "PayPal.com," "PayPal" and all logos related to the Services are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services or affiliate programs without prior written consent for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the Services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the Services, the technology related to the 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.

**1.5 Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

**1.6 Password Security and Keeping Your Email and Address Current.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Services. You are also responsible for keeping your email address and street address up to date in your Account Profile.

**1.7 Notices to You.** You agree that PayPal may provide information about your Account and the Services to you by posting it on our website, emailing it to the email address listed in your Account Profile, notifying you through the PayPal App, or mailing it to the street address listed in your Account Profile. We will consider such information to have been received by you within 24 hours of the time we communicate it to you electronically, or within 3 Business Days after we send it to you by postal mail.

**1.8 Notices to PayPal.** Except as otherwise stated below in Section 12 (Resolution Procedures for Unauthorized Transactions and Processing Errors) and Section 14 (Disputes with PayPal), notice to PayPal must be sent by postal mail to: PayPal Canada, Attention: Legal Department, 661 University Avenue, Suite 506, Toronto, Ontario M5G 1M1, Canada.

**1.9 Account History.** You may view your Account history by logging into your Account Profile.

**1.10(a) Contacting You.** We and our service providers acting on our behalf may at times contact you, including by using autodialed or prerecorded message calls or text messages, at the telephone number(s) you have provided us. We may place such calls or texts to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. We may share your phone number(s) with service providers with whom we contract to assist us in providing you services, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express consent.

**1.10(b) Your Choices.** You do not have to consent to receive calls or text messages in order to use and enjoy PayPal's products and services. You may revoke your consent at any time by contacting PayPal customer support [here](#) and informing us of your preferences. We will respect your opt-out instructions. However, because we are required to communicate certain types of information to our customers in accordance with contractual or other legal or regulatory obligations, you may still receive some communication from PayPal.

**1.11(a) Taxes applicable on our fees.** Some of our fees may be subject to applicable taxes, levies, duties or similar governmental assessments, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "taxes") and, unless expressly noted, our fees are exclusive of applicable taxes.

**1.11(b) Taxes applicable to your payments.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. PayPal is not responsible for determining whether any taxes apply to your

transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

[Back to top](#)

## 2. Accounts.

**2.1 Eligibility.** To be eligible to use the Services, you must be at least 18 years old and a resident of Canada at the time you open the Account. This Agreement applies only to Accounts opened at paypal.ca. If you have opened an Account at a PayPal website in another country, you may access the agreement that applies to you from our website in your country.

**2.2 Personal and Business Accounts; Types of Transactions.** We offer the following types of Accounts: Personal and Business Accounts. By opening a Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes.

You may send money from, and receive money into, your Account, as described in more detail in Section 3 (Sending Money) and Section 4 (Receiving Money). You may also add money to your Balance using an available Payment Method, as described in more detail in Section 3, and withdraw money from your Balance, as described in more detail in Section 6 (Withdrawing Money).

**2.3 Identity Authentication.** You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources. We may also ask to see your driver's licence or other identifying documents at any time. If you use certain Services, we may have a legal requirement to verify some of your information. PayPal reserves the right to close, suspend, or limit access to your Account and/or the Services in the event we are unable to obtain or verify this information.

**2.4 Credit Report Authorization.** If you open a Business Account, you are providing PayPal with written instructions and authorization to obtain your personal and/or business credit report from a credit reporting agency. You are also authorizing PayPal to obtain your personal and/or business credit report: (a) when you upgrade your Personal Account to a Business Account, (b) when you request a product for which PayPal requires a review of your credit report, or (c) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.

**2.5 Third Party Permissions.** If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, you acknowledge that:

- PayPal may disclose the information about your Account specifically authorized by you to the third party;
- Granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement; and
- You will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of the third party in connection with the permissions you grant.

You may change or remove these permissions at any time by changing your settings in your Account Profile.

[Back to top](#)

### 3. Sending Money.

**3.1 Sending Limits.** We may, at our discretion, impose sending limits on the amount of money you can send through the Services including money you send for purchases to assist in protecting the integrity of the PayPal system or our users from loss, or prevent fraud and limit the risk of money laundering and terrorism financing. You can view your sending limit, if any, by logging into your Account Profile. If you have a Verified Account, we may increase your sending limits.

**3.2 Default Payment Methods.** When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order:

- Balance
- Bank account (Instant Transfer)
- Debit card

- Credit card
- E-cheque

Note: If you do not want to use your Balance, you can withdraw it before making a payment in accordance with Section 6.

### **3.3 (a) Selecting A Preferred Payment Method.**

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences on [www.paypal.ca](http://www.paypal.ca) or in the PayPal app.

You can set separate preferred payment methods for online transactions, in-store transactions (when available), and preapproved payments with a seller.

If you have chosen an online preferred payment method, it will be shown as the primary method of payment when making a purchase or sending money for goods and services payments.

If you have chosen a preferred payment method for preapproved payments or for in-store transactions with a seller and you do not have any money in your PayPal balance, your preferred payment method will be used for your purchase. If you do have a PayPal balance, your PayPal balance will be used first and your preferred payment method will be used for any remaining amount due.

There may be times when your preferred payment method cannot be used, for example, if you select a credit card that has expired. Also, the availability of certain payment methods may be limited based on that particular seller or the third party website you are using to complete the transaction.

### **3.3(b) If no preferred payment method, it's still your choice**

For purchase transactions, if you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you multiple available payment methods. You can also click on the “Manage” link to see all of your available payment methods, or add a new one, and select the one of your choosing during the transaction.

### **3.3(c) Sending money to friends and family**

When you send money to friends and family in Canada using your PayPal balance or your bank account, we waive all fees, so we always show you these payment options first, if available, even if you have a set preferred payment method for your online purchases. Remember, you always have the choice to select any payment method in your account by clicking the “Change” link on the Send Money page. We will always show you if there is a fee and how much the fee is before you send money.

### **3.3(d) E-cheque**

An e-cheque is an electronic payment funded by a buyer’s bank account. The electronic payment is not received by the recipient until the transaction is processed by the bank. This process usually takes 3-5 business days, but this amount of time will increase if the payment is sent from a bank account located outside Canada.

### **3.3(e) Debit card processing**

PayPal will process your debit or prepaid card funded transactions through the Visa, MasterCard or Discover network.

**3.4 Payment Method Limitations.** In order to manage risk, PayPal may limit the Payment Methods available for a transaction. In addition, Payment Methods may be limited if you make a PayPal payment through certain third party websites or applications. For PayPal Business Payments, you are limited to funding your PayPal payment with either (or both) your Balance or by e-cheque. In all such cases, you may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory.

**3.5 Bank Transfers.** When Instant Transfer or a debit card is used as your Payment Method, or when you initiate an Add Money transaction, you are allowing PayPal to initiate a transfer from your bank account to the recipient. For these transactions, PayPal will make electronic transfers via ACSS from your bank account in the amount you specify. You agree that such requests constitute your authorization to PayPal to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. You give PayPal the right to resubmit any ACSS debit you authorized that is rejected by your bank for any reason.

**3.6 Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal liable for any damages resulting from a recipient's decision not to accept a payment made through the Services. Any unclaimed, refunded or denied payment will be returned to your Balance or to the original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated payment.

**3.7 Merchant Processing Delay.** When you send a payment to certain merchants, you are providing an Authorization to the merchant to process your payment and complete the transaction. The payment will be held as pending until the merchant processes your payment. Some merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate, which will include the Currency Conversion Fee described in Section 8 (Fees), will be determined at the time the merchant processes your payment and completes the transaction.

**3.8 Preapproved Payments.** A Preapproved Payment is a payment in which you authorize a merchant to directly charge your Account on a one-time, regular, or sporadic basis. Often, this entails creating an agreement with the seller, where you give the seller permission to debit your PayPal account every time you make a purchase. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within 2 Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email. You can cancel any agreement in your account settings on [www.paypal.ca](http://www.paypal.ca).

If your chosen payment method is unavailable (e.g. credit card expired), a particular agreement with a seller does not provide for the ability to specify a payment method, or if you have not designated a payment method for future transactions with a seller, the payment method used will be as set out in Section 3.2.

**3.9 Cancelling Preapproved Payments.** You may cancel a Preapproved Payment at any time up to 3 Business Days prior to the date you schedule the payment to be made. To cancel a Preapproved Payment, log in to your Account Profile to access your preapproved payments and follow the instructions to cancel the payment. Please keep in mind that preapproved payments are sometimes referred to as "subscriptions" or "recurring payments". If you cancel a Preapproved Payment you may still be liable to the merchant for the payment and may be required to pay the merchant through alternative means.

**3.10 Accuracy of Information.** You are responsible for confirming the accuracy of the information you provide about each payment you send, including the email address or telephone number of the recipient, and the amount of the transaction.

**3.11 Mobile App.** If you use the mobile app, you are responsible for any fees that your phone service provider charges for such use, including fees for SMS or data usage. Your phone service provider is not the provider of the Services.

**3.12 Credit Card Information.** If your credit card account number changes or your credit card expiration date changes, we may acquire that information from our financial services partner and update your Account Profile.

**3.13 Digital Goods Micropayment Purchases.** If you purchase Digital Goods from certain merchants using PayPal, we may offer you the option to pay for those goods at a later date, at no additional cost to you ("Post Payment Option"). We may offer you this option at our discretion, which we may revoke at any time. The Post Payment Option is only enabled if you have no Balance in your Account. The amounts you pay using the Post Payment Option will be deducted from your Account no more than 21 Days following your initial purchase, or when your Digital Goods purchases using the Post Payment Option reach a certain amount that is no more than \$25.00 CAD, whichever is earlier. This date and amount of each transaction will be accessible in your Account Profile. If you use the Post Payment Option but subsequently change your settings through your Account Profile to pay for these purchases at the time you make them, you will not be able to switch back to the Post Payment Option for a period of 6 months.

[Back to top](#)

#### 4. Receiving Money.

**4.1 Receiving Personal Payments.** If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase. If you do so, PayPal may remove your ability to accept Personal Payments.

**4.2 Receiving Limits.** We may, at our discretion, impose limits on the amount of money you can receive through the Services. You can view your receiving limit, if any, by logging into your Account Profile. We may increase your receiving limit if you complete our customer identity verification process.

**4.3 Payment Review.** Payment Review is a process by which PayPal reviews certain potentially high-risk transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the Seller to delay shipping of the item. PayPal will conduct a review and either clear or cancel the payment. If the payment is cleared, PayPal will provide notice to the Seller to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer. All payments that clear Payment Review will be eligible for coverage under PayPal Seller protection if they meet the PayPal Seller protection requirements. PayPal will provide notices to you by email and in your Account Profile.

**4.4 Risk of Reversals, Chargebacks and Claims.** When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees described in Section 8 (Fees) of this Agreement if you lose a claim or a Chargeback, or if there is a Reversal of the payment. You agree to allow PayPal to recover any amounts due to PayPal by debiting your Balance. If there are insufficient funds in your Balance to cover your liability, you agree to reimburse PayPal through other means. If a sender of a payment files a Chargeback, the credit card issuer, not PayPal, will determine who wins the Chargeback.

**4.5 Refund and Reversal Currencies.** All refunds and reversals will be made in the same currency as the original transaction. If your transaction must be refunded or reversed and you do not have the correct currency available in your Balance, a currency conversion will be performed.

**4.6 No Surcharges.** You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

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

**4.8 Receiving Payments from Student Accounts.** PayPal may block your ability to receive payments from certain types of restricted accounts, including student accounts, if you sell goods or services that may be illegal for minors to purchase under any applicable laws or regulations. This includes, but is not limited to, alcohol, tobacco or adult oriented materials.

**4.9 Your Refund Policy and Privacy Policy.** If you sell goods or services, we recommend that you have a published return policy and a published privacy policy on your website or at your point of sale.

**4.10 Receiving Preapproved Payments.** If you receive Preapproved Payments, you must comply with the following requirements:

- a. Authorization. You must receive your buyer's prior Authorization for the amount, frequency, and duration of the Preapproved Payment.
- b. Notice Requirements. If the amount of the Preapproved Payment varies, you must comply with one of the following three requirements:
  - i. You must allow your buyer to set both a minimum and maximum amount that you may charge for each Preapproved Payment, and you must stay within that range; or
  - ii. You must inform your buyer of his/her right to receive notice of the amount and date of each Preapproved Payment. If your buyer elects to receive such notice, you must provide the notice at least 10 Days prior to the date of the Preapproved Payment; or
  - iii. You must provide your buyer with the ability to receive notice in each of the following instances:
    - A. For every Preapproved Payment;
    - B. When the amount of the Preapproved Payment will fall outside the minimum and maximum amount agreed to by your buyer; and
    - C. When the amount of the Preapproved Payment will differ from the prior Preapproved Payment by more than an amount agreed to by your buyer.

If your buyer elects to receive notice in any of these instances you must provide such notice at least 10 Days prior to the date of the Preapproved Payment.

- c. Required Cancellation Procedures for Preapproved Payments. You must provide buyers with the ability to cancel a Preapproved Payment within 3 Business Days of the scheduled date of the Preapproved Payment. In addition, if your buyer signed up for the Preapproved Payment through an online method, you must

provide a simple and easily accessible online cancellation procedure. If your buyer cancels the Preapproved Payment, you may not charge for the Preapproved Payment.

**4.11 No Log-In Payments.** If you receive No Log-In Payments you must receive your buyer's Authorization to the payment amount prior to submitting the No Log-In Payment.

**4.12 Micropayments for Digital Goods.** To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, if a buyer opens a dispute with us, PayPal may reverse the transaction and remove the funds from your Account without requiring the buyer to escalate the dispute to a claim.

Each buyer will be limited to a maximum of three such reversals per month and after reaching this limit will be required to follow PayPal's standard dispute resolution process for any additional disputes they file.

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 HUF
Israeli Shekel:	15.99 ILS
Japanese Yen:	¥999 JPY
Mexican Peso:	\$39.99 MXN
New Zealand Dollar:	\$9.99 NZD
Norwegian Krone:	29.99 NOK
Philippine Peso:	499.99 PHP

Polish Zlotych:	19.99 PLN
Singapore Dollar:	\$9.99 SGD
Swedish Krona:	34.99 SEK
Swiss Franc:	4.99 CHF
Taiwan New Dollar:	249.00 TWD
Thai Baht:	249.99 THB
U.K. Pounds Sterling:	£3.99 GBP
U.S. Dollar:	\$3.99 USD

**4.13 PayPal Business Payments.** If you offer PayPal Business Payments in a payment flow, you shall not offer any other PayPal-branded payment option in the same flow.

**4.14 Card Not Present Transactions.** You acknowledge that all debit or credit card funded transactions from a buyer’s Account are processed as “card not present” transactions, even where the buyer is at the physical point of sale. Under the card association rules, a buyer has different Chargeback rights for “card not present” transactions than for transactions where they physically present the card to the Seller.

[Back to top](#)

## 5. Account Balances.

**5.1 Balances.** You do not need to maintain a Balance in your Account in order to make payments. If you do hold a Balance, PayPal will hold your funds separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. While your funds are in our custody, PayPal will combine your funds with the funds of other Users and place those pooled funds into Pooled Accounts with one or more banks. These Pooled Accounts will be held in PayPal's name for the benefit of its collective Users.

**5.2 Assignment of Interest to PayPal.** You agree that you will not receive interest or other earnings on the funds that PayPal handles as your agent and places in Pooled Accounts. In consideration for your use of the Services, you irrevocably transfer and assign to PayPal any ownership right that you may have in any interest that may accrue on funds held in Pooled Accounts. This assignment applies only to interest earned on

your funds, and nothing in this Agreement grants PayPal any ownership right to the principal of the funds you maintain with PayPal. In addition to or instead of earning interest on Pooled Accounts, PayPal may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

**5.3 Negative Balances and Multiple Currencies.** If your Account has a negative Balance, PayPal may setoff the negative Balance with any funds that you subsequently receive into your Account. If you have multiple currency Balances in your Account and one of the currency Balances becomes negative for any reason, PayPal may setoff the negative Balance by using funds you maintain in a different currency Balance, or by deducting amounts you owe PayPal from money you subsequently add or receive into your Account.

**5.4 Risks of Maintaining Balances in Multiple Currencies.** You are responsible for all risks associated with maintaining Balances in multiple currencies. You agree that you will not attempt to use multiple currencies for speculative trading.

**5.5 Setoff of Past Due Amounts.** If you have a past due amount owed to PayPal which amount is not the subject of a dispute, PayPal may debit your Account to pay any amounts that are past due.

**5.6 Security Interest.** To secure your performance of this Agreement, you grant to PayPal a lien on and security interest in and to the funds held in your Account in the possession of PayPal.

[Back to top](#)

6. Withdrawing Money.

**6.1 How to Withdraw Money.** You may withdraw funds by electronically transferring them to your bank account.

**6.2 Withdrawal Limits.** Depending on the degree to which you have Verified your Account, we may limit your monthly withdrawal of funds. You can view your withdrawal limit, if any, by logging into your Account Profile. In addition, we may delay withdrawals of large sums of money while we perform a risk review.

[Back to top](#)

## 7. Closing Your Account.

**7.1 How to Close Your Account.** Subject to Section 7.2, you may terminate your relationship with us at any time and without termination penalty by closing your Account. Please follow the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Account.

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

[Back to top](#)

## 8. Fees and Currency Conversion.

**8.1 Fees Overview.** Fees are based on whether you are selling a good or service or requesting money (also known as a Purchase Payment), sending money to friends and family (also known as a Personal Payment) or making a PayPal Business Payment. Some Fees are expressed as a percentage of the payment amount. All Fees are in Canadian Dollars unless otherwise stated.

- a. For Purchase Payments, the recipient of the payment will always pay the Fees. The fees you pay when you sell goods or services and the buyer pays using his/her PayPal account can be found on the [Merchant Services Fees table](#) with the fees applicable to charitable organizations found on the [Charitable Organizations Fees table](#).
- b. For Personal Payments, the following applies:
  - i. The Fee depends on the Payment Method you use and can be found on our [Sending Fees table](#). Applicable fees will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member.
  - ii. If you use your credit card as the Payment Method for a Personal Payment, you may be charged a cash-advance fee by your credit card company.
  - iii. In some instances, Personal Payment pricing may not be available. In these instances, all payments must be Purchase Payments.

- iv. Personal Payments may not be available on non-PayPal websites or other applications that offer you the ability to send a payment from your Account.
- v. Personal Payments may not be sent to recipients in certain countries.
- c. For PayPal Business Payments, the PayPal Business Payment Fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this Fee. The PayPal Business Payment Fees is \$5 per transaction.
- d. We reserve the right to adjust your Fees at our sole discretion upon 30 days' written notice to you if you have a Personal Account. If you have a Business Account and we increase an existing Fee or introduce a new Fee which is applicable to you, we will provide you with 90 days' written notice.

**8.2 Micropayments Fees.** If you qualify for Micropayments pricing, then the fees set forth on the [Micropayments Fees table](#) will apply to all Purchase Payments you receive into your Account. If you have both a Micropayments Pricing enabled Account and a standard pricing Account, you acknowledge that it is your responsibility to correctly route your payments to the appropriate Account, and that once a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account. If you use PayPal Payments Pro, you are not eligible for Micropayments pricing.

**8.3 Mass Payment Fees.** PayPal's Payouts and Mass Pay services let you send multiple payments in one batch to send commissions, rebates, rewards, and general payments. In order to use these services, you must have a PayPal account that is a business account and you must apply for and receive permission from PayPal to use these services. These services are only available to Canada business accounts in good standing with no withdrawal limits. PayPal may eliminate a business account's ability to use Payouts or Mass Pay at any time. The amount you will pay for using the Payouts or Mass Pay services depends on which service you use (traditional Mass Pay or the newer Payouts API), how you send the payments, and the currency of the payment and such amounts can be found on the [PayPal Payouts and Mass Pay Fees table](#).

#### **8.4 Additional Fees.**

- a. Currency conversion. A Currency Conversion Fee applies whenever a currency conversion is required to complete your transaction, including if a currency conversion is required to complete a withdrawal. The exchange rate is adjusted regularly based on market conditions. Adjustments may be applied immediately

and without notice to you.

Activity	Currency Conversion Fee
Converting Balance within your Account and not as part of a sending or withdrawal transaction	2.5% added to the exchange rate
Withdrawing Balance to your bank account and a currency conversion is required	2.5% added to the exchange rate
Any other transaction requiring a currency conversion to Canadian or U.S. Dollars	3.0% added to the exchange rate
Any other transaction requiring a currency conversion to a currency other than Canadian or U.S. Dollars	3.5% added to the exchange rate

b.

When your payment is funded by a debit or credit card and requires a currency conversion, you consent to and authorize PayPal to convert the currency in place of your debit or credit card issuer. You have the right to have your card issuer perform the currency conversion and can choose this option during checkout on your transaction review page before you complete the transaction.

The Currency Conversion Fees below apply to the conversion of U.S. Dollar Balance to Canadian Dollars before you withdraw it to your bank account if you qualify for Merchant rates.

<b>Seller Rates</b>	Monthly Sales Volume	Currency Conversion Fee
	\$0.01 - \$3,000.00	2.5%
	\$3,000.01 - \$12,000.00	1.5%
	\$12,000.01 - \$125,000.00	1.5%
	Over \$125,000.00	1.0%

c. Chargeback Fees. If you receive a debit or credit card-funded payment through your PayPal account and the buyer pursues a chargeback for the transaction with

his/her card issuer, then PayPal will not assess you with a chargeback fee if the transaction is eligible for [PayPal Seller Protection](#). However, if the transaction is ineligible for PayPal Seller Protection, PayPal will assess you with a chargeback fee (for facilitating the chargeback process) regardless of whether the buyer is successful in pursuing the chargeback with the card issuer. The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is \$20 for transactions in Canadian Dollars, or the amount specified on the [Chargeback Fees table](#) in the currency of the original transaction if the transaction is not in Canadian Dollars.

- d. Purchase Payment Refund Fees. If you refund a Purchase Payment, we will retain the Fixed Fee portion of the Purchase Payment Fee. The buyer's Account will be credited with the full Purchase Payment amount and the Fixed Fee portion of the Purchase Payment Fee will be deducted from your Account in addition to the amount of the refunded payment. The Fixed Fee will depend on the currency of the original Purchase Payment and is listed in the [Chargeback Fees table](#).
- e. Credit Card and Debit Card Confirmation. We will refund the confirmation fee of \$2.45 if you successfully complete the credit card or debit card confirmation process.

[Back to top](#)

## 9. Restricted Activities.

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

- a. Breach this Agreement, the [Commercial Entity Agreement](#), the [Acceptable Use Policy](#) or any other agreement or policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protection, unfair competition, anti-discrimination or false or misleading advertising);
- c. Infringe PayPal's or any third party's intellectual property rights, including copyright, patent, trade-mark, trade secret or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, inaccurate or misleading information;
- g. Send or receive what we reasonably believe to be potentially fraudulent funds;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;

- i. Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal and the Seller, bank or credit card issuer for the same transaction;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- m. Use your Account or the Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative Balance;
- o. Provide yourself a cash advance from your credit card (or help others to do so);
- p. Access the Services from a country that is not included on PayPal's [permitted countries list](#);
- q. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Services;
- r. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- s. Use the Services to test credit card behaviors; or
- t. Allow your use of the Services to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with Sections 3.1, 4.2 and 6.2.); or
- u. Harass and/or threaten our employees, agents, or other users; or
- v. Abuse (as either a buyer or seller) our Online Dispute Resolution process and/or PayPal Buyer Protection.

[Back to top](#)

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

### 10.1 Your Liability.

- a. General. You are responsible for all Reversals, Chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. Liability for Claims under PayPal Purchase Protection. If you are a Seller and PayPal makes a final decision that you lose a claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the PayPal Purchase Protection Policy of that country that the funds received should be returned or reversed, you will be subject to that country's PayPal Purchase Protection Policy and required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Purchase Protection Policies accessible via the [Legal Agreements](#) link on most PayPal site pages). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of your PayPal fees. PayPal Seller protection may cover your liability—see Section 11 (Protection for Sellers) below.

If a buyer files a Significantly Not as Described (SNAD) claim for an item they purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal fees. Further, if you lose a SNAD claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed). PayPal Seller protection will not cover your liability.

- c. 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 the eBay Buyer Protection Policy holding you liable to reimburse a 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 your buyer. If your Balance is insufficient to cover the amount of such a claim, PayPal will place a hold on your Account. This hold will remain on your Account until: (i) the date that sufficient funds become available to cover the amount of such claim, at which time such funds will be removed from your Account; or (ii) or PayPal determines 20 Days from the date of eBay's final decision, at which time an amount not greater than the amount of such claim will be removed from your Account. You will be liable for the remainder.

**10.2 Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance. If you do not have a Balance that is sufficient to cover your liability, your remaining Balance (if any) will be removed, your Account will have negative Balance up to the amount of your liability, and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

**10.3 Actions by PayPal – Restricted Activities.** If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, other Users, other third parties, or you from Reversals, Chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial Information), including PayPal Purchase Protection or PayPal Seller Protection;
- b. We may contact Users who have purchased goods or services from you, contact your bank or credit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- c. We may update inaccurate Information you provided us;
- d. We may refuse to provide the Services to you in the future;
- e. We may hold your funds for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our [Acceptable Use Policy](#);
- f. We may take legal action against you; and
- g. 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 caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500.00 CAD per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing Balance in the offending Account, or any other Account you control.

PayPal, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

#### **10.4 Actions by PayPal – Holds.**

- a. Risk-Based Holds. PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on a number of different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear in your "Pending Balance" and the payment status will show as "Completed - Funds not yet available". If PayPal places a hold on any or all of the payments you receive PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 21 Days from the date the payment was received into your Account unless you receive a dispute, claim, Chargeback, or Reversal or PayPal has taken another action permitted under this Section 10. PayPal, in its sole discretion, may release the hold earlier under certain circumstances. If you receive a dispute, claim, Chargeback, or Reversal, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement.
- b. Disputed Transaction Holds. If a User files a dispute, claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

**10.5 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. If PayPal places a Reserve on funds in your Account, they will be shown as "pending" in your PayPal Balance. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated

with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

**10.6 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria.** If we close your Account or terminate your use of the Services for any reason, we will provide you with notice of our actions. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account by placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk and the security of Users' Accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

[Back to top](#)

## 11. Protection for Sellers.

**11.1 PayPal Seller Protection.** PayPal Seller protection is protection we provide Sellers from claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transaction or
- Item Not Received

PayPal Seller protection is available for eligible payments from buyers in any country. However, if you sell or market to buyers outside Canada, please read the PayPal Purchase Protection policy and PayPal Seller Protection policy of the countries in which you are selling (accessible via the [Legal Agreements](#) link on most PayPal site pages) as these policies will apply to you as a Payment Recipient or Seller.

**11.2 Scope of Protection.** PayPal will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive coverage.

**11.3 Eligibility Requirements.** To be eligible for PayPal Seller protection, you must meet all of the basic requirements listed below under (a) Basic Requirements. To be covered for Item Not Received protection, you must meet both the Basic Requirements

and the Item Not Received Additional Requirements listed below under (b). To be covered for Unauthorized Transaction protection, you must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements listed below under (c).

a. Basic Requirements:

- You must ship the item to the shipping address on the Transaction Details Page or list the item for sale in a classified advertisement and complete the transaction in person.
- You must respond to PayPal's requests for documentation and other information in a timely manner. If you do not respond to PayPal's request for documentation and other information in the time requested, you may not be eligible for Purchase Protection.
- The item must be a physical, tangible good.
- Your primary residence, as listed in your Account, must be in Canada.

b. Item Not Received Additional Requirements:

- For Chargebacks, the payment must be marked "eligible" or "partially eligible" for PayPal Seller protection on the Transaction Details Page.
- You must provide Proof of Delivery as described below in Section 11.4.
- It is recommended that you ship the item within 7 Days of receipt of payment. Or, if the payment is for pre-ordered or made-to-order goods, shipment is required within the timeframe specified in your item listing.

c. Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for PayPal Seller protection on the Transaction Details Page and you must provide Proof of Shipment or Proof of Delivery; or
- The payment must be for an item that was listed for sale in a classified advertisement and you completed the transaction in person.
- You must provide Proof of Shipment or Proof of Delivery.

## **11.4 Proof of Shipment, Proof of Delivery and Signature Confirmation Requirements.**

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

- The date the item was shipped.
- The recipient's address matching the shipping address on the Transaction Details Page and showing at least the city & province, or city & country or postal code (or international equivalent).

**"Proof of Delivery"** for intangible or virtual items or services is online documentation satisfactory to PayPal that the item or service was provided to the buyer, such as evidence that a file has been downloaded as of a particular date.

*NOTE: Although PayPal Seller Protection does not apply to intangible or virtual items or services, having proper Proof of Delivery can help a Seller win a buyer's claim that an item has not been received (INR).*

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

- The date the item was delivered.
- The item's status as delivered.
- The recipient's address matches the shipping address on the Transaction Details Page.
- The recipient's address, showing at least the city & province, or city & country or postal code (or international equivalent).
- Signature Confirmation, as described below, if the full amount of the payment, including shipping and taxes, is \$850 CAD, or its foreign currency equivalent provided below:

850 Australian Dollar (AUD)	4,600 Norwegian Krone (NOK)
1,750 Brazilian Real (BRL)	34,000 Philippine Peso (PHP)
15,000 Czech Republic Koruna (CZK)	2,300 Polish New Zloty (PLN)
4,100 Danish Krone (DKK)	450 Pound Sterling – United Kingdom (GBP)
550 Euro (EUR)	950 Singaporean Dollar (SGD)
6,000 Hong Kong Dollar (HKD)	4,950 Swedish Krona (SEK)
170,000 Hungarian Forint (HUF)	700 Swiss Franc (CHF)
2,700 Israeli Shekel (ILS)	23,000 Taiwan New Dollar (TWD)
77,000 Japanese Yen (JPY)	24,500 Thai Baht (THB)
10,000 Mexican New Peso (MXN)	750 United States Dollar (USD)
950 New Zealand Dollar (NZD)	

- **"Signature Confirmation"** is online documentation that can be viewed at the shipping company's website indicating that the item was signed by the recipient acknowledging delivery.

**11.5 Items/transactions not eligible for PayPal Seller Protection.** The following are items/ transactions not eligible for PayPal Seller Protection.

- Claims or Chargebacks for Significantly Not as Described
- Items that you deliver in person, including at a retail point of sale, unless the item was listed for sale in a classified advertisement and you completed the transaction in person
- Intangible items, including Digital Goods, and services
- Items equivalent to cash, including but not limited to gift cards
- The payment involves a donation
- The payment relates to the purchase of a financial product or investment of any kind
- The payment was sent using PayPal's friends and family functionality
- The payment involves a payment made using PayPal Payouts, Mass Pay, PayPal Direct Payments, Virtual Terminal Payments, PayPal Business Payments and PayPal Here
- For shipped items, any item that is not shipped to the recipient's shipping address on the Transaction Details Page. We recommend that you do not use a shipping service arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.

[Back to top](#)

12. Resolution Procedures for Unauthorized Transactions and Processing Errors.

(Previously called the Electronic Funds Transfer Rights and Error Resolution Policy)

**12.1 Protection for Unauthorized Transactions and Processing Errors.** When an unauthorized transaction or processing error occurs in your Account, including unauthorized transactions that occur because your phone on which you have installed the PayPal mobile app has been lost or stolen, PayPal will cover you for the full amount of every eligible unauthorized transaction or processing error as long as you follow the procedures set out below in Section 12.2.

An unauthorized transaction is a type of error that occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an unauthorized transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use. These transactions are not covered under any PayPal protection programs.

Examples of processing errors include: when money is either incorrectly taken from your Account or incorrectly placed into your Account; when transactions are incorrectly recorded in your Account; if you send a payment and it is debited twice from your Account; if a transaction is missing from, or not properly identified in your Account history statement; if you receive an incorrect amount of money at an ATM; and if there is a computational or mathematical error by PayPal.

You may request documentation or information regarding your Account or transaction to determine whether an unauthorized transaction or processing error exists by contacting us through the contact link at the bottom of each page of the PayPal website.

## **12.2 Notification Requirements.**

- a. You should immediately notify PayPal if you believe:
  - i. there has been an unauthorized transaction or unauthorized access to your Account;
  - ii. there is an error in your Account Profile or activity or transaction confirmation sent to you by email;
  - iii. your password or PIN has been compromised;
  - iv. your phone on which you have installed the PayPal mobile app has been lost, stolen or deactivated; or
  - v. you need more information about a transaction or transaction confirmation.
- b. To be eligible for 100% protection for errors in your Account, you must notify us within 60 Days after any unauthorized transaction or processing error first appears in your Account activity. We will extend the 60 Day time period if a good reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account Profile and review your Account activity to ensure that there has not been an unauthorized transaction or processing error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account.

You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For unauthorized transactions or processing errors in your Account, notify us as follows:

- i. Log in to your Account and [Use this form](#) to file an error report in the PayPal Resolution Centre; or
- ii. Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950, United States; or
- iii. Telephone PayPal [Customer Service](#).

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

- iv. Your name and email address registered to your Account;
- v. A description of any suspected unauthorized transaction or processing error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- vi. The dollar amount of any suspected unauthorized transaction or processing error.

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

**12.3 PayPal Actions after Receipt of Your Notification.** Once you notify us of any suspected unauthorized transaction or processing error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an unauthorized transaction or processing error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected unauthorized transactions or processing error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).

If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected error. You will

receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.

- We will inform you of our decision within 3 Business Days after completing our investigation.

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

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

**12.4 PayPal Processing Errors.** We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

[Back to top](#)

## 13. Protection for Buyers.

**13.1 Types of Problems Covered.** PayPal Purchase Protection (also known as PayPal Purchase Protection) helps you if you encounter either of these problems:

- You did not receive the item you paid for with PayPal – “**Item Not Received**” (INR); or

- You received an item you paid for with PayPal but it is “**Significantly Not as Described**” (SNAD) (as described below)

If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the [Security](#) page.

An item is “Significantly Not as Described” if it is materially different from what the Seller described in the item listing. Here are some examples:

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

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

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

**13.2 Eligibility Requirements.** To be eligible for PayPal Purchase Protection you must:

- have an Account in good standing;
- pay for the eligible item from your Account;
- respond to our request(s) for documentation and other information in a timely manner (If you do not respond to PayPal’s request for documentation and other information in the time requested, your PayPal Purchase Protection Claim may be decided against you);
- open a dispute within 180 Days of the date you sent the payment – then follow the online dispute resolution process described below under Dispute Resolution; and
- not have claimed or received an amount in recovery related to an eligible purchase from any other source.

**13.3 Ineligible Items/transactions.** Payments for the following are not eligible for reimbursement under PayPal Purchase Protection:

- Real estate, including residential property
- Financial products or investments of any kind
- Businesses (when you buy or invest in a business)
- Vehicles, including motor vehicles, aircraft and watercraft
- Significantly Not As Described claims for a Custom-made item or an item purchased from a classified listing and picked up in person after you have had an opportunity to examine it
- Donations including payments on crowdfunding platforms
- Items prohibited under the [Acceptable Use Policy](#)
- For Item Not Received claims, items which you collect in person, or arrange to be collected on your behalf, including at the retail point of sale
- Industrial machinery used in manufacturing
- Digital currencies and items that have or are capable of having a stored monetary value attached to them such as vouchers, gift and pre-paid cards;
- Gambling, gaming and/or any other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency
- Payments sent using PayPal's friends and family functionality
- Payments made using PayPal Payouts and Mass Pay, or guest checkout transactions (i.e. not sent using your PayPal account.)

**13.4 Coverage Amount.** If you are eligible for PayPal Purchase Protection and PayPal finds in your favor on your claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs – with no cap on coverage.

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

**13.5 Dispute Resolution.** If you are unable to resolve a problem directly with a Seller, you can go to the [Resolution Centre](#) and follow this process:

- **Open a Dispute.** Open a dispute within 180 Days of the date you made the payment for the item you would like to dispute to negotiate with the Seller for resolution of the dispute. We will place a hold on all funds related to the transaction in the Seller's Account until the dispute is resolved or closed.

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

You must wait at least 7 Days from the date of payment to escalate a dispute for an Item Not Received (INR) claim. If you do not escalate the dispute to a claim within 20 Days, PayPal will close the dispute.

- **Respond to PayPal’s requests for information in a timely manner.** During the claim process, PayPal may require you to provide documentation or other information. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

Comply with PayPal’s shipping requests in a timely manner. For Significantly Not as Described (SNAD) claims, PayPal may require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than \$850 CAD, proof of delivery is confirmation that can be viewed online and includes the delivery address, delivery date, and the URL to the shipping company’s web site if you’ve selected “Other” in the shipping drop down menu. For transactions that total \$850 CAD or more, you must get signature confirmation of delivery.

- **Claim Resolution Process.** Once a dispute has been escalated to a claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal’s decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer’s expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a claim, the Seller will not receive a refund on his or her PayPal fees associated with the transaction. If you file a SNAD claim because the item you bought is counterfeit, we may request that you destroy the item.

**13.6 Digital Goods Micropayment Disputes and Claims.** If you file a dispute with us for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at our discretion, reverse 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 HUF
Israeli Shekel:	15.99 ILS
Japanese Yen:	¥999 JPY
Mexican Peso:	\$39.99 MXN
Currency	Amount
New Zealand Dollar:	\$9.99 NZD
Norwegian Krone:	29.99 NOK
Philippine Peso:	499.99 PHP
Polish Zlotych:	19.99 PLN
Singapore Dollar:	\$9.99 SGD
Swedish Krona:	34.99 SEK
Swiss Franc:	4.99 CHF
Taiwan New Dollar:	249.00 TWD
Thai Baht:	249.99 THB
U.K. Pounds Sterling:	£3.99 GBP
U.S. Dollar:	\$3.99 USD

PayPal may limit the number of automatic reversals that you benefit from. If these are limited, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 13 to attempt to resolve the issue with the Seller directly.

**13.7 Relationship between PayPal's protection programs and Chargebacks.** Credit card Chargeback rights, if they apply, are broader than PayPal's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD, and may cover intangible items. You may pursue a dispute/claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not

pursue both at the same time or seek a double recovery. If you have an open dispute or claim with PayPal, and also file a Chargeback with your credit card company, PayPal will close your dispute or claim, and you will have to rely solely on your Chargeback rights.

If PayPal does not make a final decision on your claim until after your credit card issuer's deadline for filing a Chargeback, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the Seller).

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

**13.8 Exclusions.** If we reasonably determine, having considered all the relevant circumstances, that you have made an excessive or unreasonable number of claims, Reversals or Chargebacks, we may exclude you from the PayPal Purchase Protection policy and deny all open and future claims, or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

[Back to top](#)

## 14. Disputes with PayPal.

**14.1 Contact PayPal First.** If a dispute arises between you, acting as either a buyer or a seller, and PayPal, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, our aim is to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the Services may be reported to [Customer Service](#).

**14.2 Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 CAD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone,

online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**14.3 Disputes relating to the Code of Conduct for the Credit and Debit Card Industry in Canada.** If you are a PayPal Merchant and you are unhappy with our resolution of a dispute regarding a potential violation of the [Code of Conduct for the Credit and Debit Industry in Canada](#), please refer to our Code of Conduct Complaints Resolution [page](#) for information on how to escalate your dispute.

**14.4 Law and Forum for Disputes.** This Agreement will be governed by and interpreted in accordance with the laws of Ontario, and the laws of Canada, each as may be applicable. Except as otherwise agreed by the parties or as described in Section 14.2 above, you agree to irrevocably submit to the nonexclusive jurisdiction of the courts of Ontario for the purpose of any suit, action or other proceeding arising out of this Agreement or your use of our websites or the Services.

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

**14.6 Indemnification.** You agree to defend, indemnify and hold PayPal, its officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

**14.7 Assumption of Rights.** If PayPal pays out a claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, at PayPal's discretion.

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

[Back to top](#)

## 15. General Provisions.

**15.1 Limitations of Liability.** IN NO EVENT SHALL WE (INCLUDING FOR GREATER CERTAINTY, OUR PARENT AND AFFILIATES), AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF PAYPAL, (INCLUDING FOR GREATER CERTAINTY OUR PARENT OR OUR AFFILIATES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY (INCLUDING FOR GREATER CERTAINTY, THE LIABILITY OF OUR PARENT AND AFFILIATES), AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PAYPAL (INCLUDING FOR GREATER CERTAINTY OUR PARENT AND AFFILIATES) AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) YOUR USE OF OR YOUR INABILITY TO USE PAYPAL'S SITES AND SERVICES; (B) DELAYS OR DISRUPTIONS IN PAYPAL'S SITES AND SERVICES; (C) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING PAYPAL'S SITES OR SERVICES OR ANY SITE OR SERVICE LINKED TO PAYPAL'S SITES OR SERVICES; (D) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN PAYPAL'S SITES OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; (E) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES; (F) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT; (G) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS

AGREEMENT OR PAYPAL'S POLICIES. PAYPAL RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

**15.2 No Warranty.** PAYPAL, OUR EMPLOYEES AND OUR SUPPLIERS PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the Services and PayPal cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our site 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 cheque issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, including for example, delays in the banking system. To the extent that the province in which you reside does not permit the disclaimer of implied warranties, the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from province to province.

**15.3 PayPal Shopping.** PayPal Shopping is part of the PayPal website that features Seller's offers and enables product search. PayPal does not warrant that product descriptions, pricing, search results, User ratings and reviews or any other content on PayPal Shopping is accurate, complete, reliable or current. PayPal Shopping is provided for informational purposes only and does not constitute an endorsement by PayPal of any product, service or Seller.

**15.4 License Grant.** If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in

the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that PayPal owns all rights, title and interest to PayPal's software. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the Services. If you are using the Services on A PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted Services.

**15.5 License Grant from You to PayPal; IP Warranties.** Subject to section 15.6, when providing PayPal with content or posting content using Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sub-licensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the Services, and PayPal's use of such content (including of works derived from it) in connection with the Services.”

**15.6 License Grant from Sellers to PayPal.** Section 15.5 notwithstanding, if you are a Seller using PayPal merchant services, you hereby grant us a worldwide, non-exclusive, transferable, sub-licensable (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 seller that accepts a PayPal service as a payment form, and (2) any other use to which you specifically consent.

**15.7 Terms in English.** It is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in English. Les parties ont exprimé la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

**15.8 Complete Agreement.** This Agreement, along with any applicable policies and agreements on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the Services. Sections 1 (Our Relationship with You), 7 (Closing Your Account), 8 (Fees), 10 (Your Liability – Actions We May Take), 14 (Disputes with PayPal), 15 (General Provisions), and 16 (Definitions), as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

[Back to top](#)

## 16. Definitions.

"**ACSS**" means the Automated Clearing Settlement System.

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

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

"**Add Money**" means your ability to add money into your Account through a PayPal-hosted flow (and not from a third party website).

"**Agreement**" means this agreement including all subsequent amendments.

"**Authorize**" or "**Authorization**" means a buyer's express authorization to a seller to collect a payment from the buyer's Account.

"**Balance**" means any money that you have in your Account. The terms "money" and "funds" are used interchangeably in this Agreement.

**"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.

**"Business Days"** means Monday through Friday, excluding Holidays.

**"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).

**"Chargeback"** means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

**"Confirmed Address"** means an address that has been reviewed by PayPal and found highly likely to be that of the User to which it is associated.

**"Customer Service"** is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time or by calling +1 (888) 221-1161 or +1 (402) 935-2050 from 8 AM to 1 AM Eastern Time Monday to Friday or 9 AM to 11 PM Saturday and Sunday. Hours of operation may vary on US holidays.

**"Days"** means calendar days.

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

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

**"eBay"** means eBay Group Inc.

**"Ee-cheque"** means a payment funded using a sender's bank account Payment Method that is held pending and not received by the recipient until it clears. When you send money using e-cheque it will usually be held pending for up to 8 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside Canada.

**"Fees"** means those amounts described in Section 8 (Fees) of this Agreement.

**"Information"** means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, billing/shipping address, phone number and financial information.

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

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

**"Mass Payments"** means the ability to send multiple payments at the same time.

**"Merchant"** means a Seller who holds a Business PayPal account.

**"Merchant Processing Delay"** means a delay between the time you Authorize a payment and the Seller processes your payment.

**"Micropayments for Digital Goods"** means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools. All Micropayments for Digital Goods are Purchase Payments.

**"No Log-In Payment"** means a PayPal payment that is made to a User without the sender having to log into his/her Account.

**"Payment Review"** means the process described in Section 4 (Receiving Money) of this Agreement.

**"Payment Method"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: Balance, Instant Transfer, e-cheque, credit card, debit card, eBay Gift Card and Redemption Codes.

**"PayPal," "we," "us" or "our"** means PayPal Canada Co., its successors, assigns subsidiaries and affiliates related through common ownership or control or an agent acting on our or their behalf.

**"PayPal Business Payments"** means payments between Users in Canada and the United States made through certain third parties' products or services where the sender must fund their payment exclusively using either (or both) their Balance or e-cheque and for which the PayPal Business Payment Fee applies. The PayPal Business Payment Fee is currently being offered as a pilot and only through third parties' products or services (not by PayPal directly) in limited product lines.

**"PayPal Direct Payment"** means a payment processed by PayPal that is funded directly by a credit or debit card and not through an Account, such as payments made through PayPal Payments Pro but excluding payments made using guest checkout.

**"PayPal Online Check Payments"** means payments between Users in Canada made through certain third parties' products or services where the sender must fund their payment exclusively using either (or both) their Balance or e-cheque and for which the PayPal Online Check Payment fee applies.

**"PayPal Purchase Protection"** (also known as PayPal Buyer Protection) means the protection program PayPal offers Buyers as described in Section 13 (PayPal Purchase Protection).

**"Personal Account"** means an Account used for non-business purposes and used primarily for personal, family, or household purposes.

**"Personal Payment"** means amounts sent between two individuals (not to or from a business) without a purchase. Examples of Personal Payments include sending a gift to a friend, or paying a friend back for your share of a lunch bill.

**"Policy"** or **"Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the Services.

**"Pooled Accounts"** means Accounts at one or more banks in which PayPal will place User Balances.

**"Preapproved Payment"** means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."

**"Preferred Payment Method"** (also called "Backup Payment Method") means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

**"Purchase Payment"** means a payment received for any of the following:

- A payment for the sale of goods or services;
- A payment you received after using the “Request Money” function on the PayPal website;
- A payment you received for a donation;
- A Micropayment for Digital Goods; or
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.
- A PayPal Business Payment is not a Purchase Payment even if it meets any of the descriptions above.

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

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

**"Restricted Activities"** means those activities described in Section 9 (Restricted Activities) of this Agreement.

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

**"Seller"** means a User who is selling goods and/or services and using the Services to receive payment.

**"Send Money"** means your ability to send money through the Services including in connection with a purchase of goods or services or as a Personal Payment.

**"Services"** means all our products and services and any other features, technologies and/or functionalities offered by us on our website through a mobile app or through any other means.

**"Significantly Not as Described"** has the definition provided in Section 13 (Protection for Buyers) of this Agreement.

**"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities, but does not include increases to existing or introduction of new Fees.

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

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

**"Virtual Terminal Payment"** means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a Card and not through an Account.

**"User"** means any person or entity using the Services including you.

[Back to top](#)

- © 1999–2018
- [Privacy policy](#)
- [Legal agreement](#)
- [Feedback](#)