PayPal

User Agreement for PayPal Service

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User Agreement for PayPal Service

Effective date: May 25, 2018

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This Agreement contains seventeen sections (including a schedule). 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 each section. Some capitalised terms have specific definitions in section 16. Underlined words in this Agreement and on our website hyperlink to relevant information.

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This Agreement is a contract between you and PayPal (Europe) S.à.r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) ("PayPal") and applies to your use of the Services. The terms of the **Privacy Policy**, **Acceptable Use Policy** and **Merchant Gift Vouchers Policy** located on the "legal Agreements" landing page are incorporated by reference into this Agreement and provide additional terms and conditions related to the Services. The above mentioned documents are "**Ancillary Documents**" for the purpose of this Agreement. For the avoidance of doubt, neither the Ancillary Documents nor the parts of this Agreement that incorporate the terms of the Ancillary Documents constitute "framework contracts" for the purpose of the EU Payment Services Directive (2007/64/EC), the Second EU Payment Services Directive (EU2015/2366 ("**PSD2**") or any implementation of those directives in member states of the EU or EEA.

Entering into this Agreement

By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement (including the **Policies Updates** referred to above).

All future Changes set out in the **Policy Update** already published on the "Legal Agreements" landing page of the PayPal website at the time you register for the Services are incorporated by reference into this Agreement and will take effect as specified in that **Policy Update**.

This Agreement, together with other legal terms and legally required disclosures relating to your use of the PayPal Service will be provided to you, at all times on the PayPal website(s) (typically located on the "Legal Agreements" landing page). This information may also be sent to you or appear in places on the PayPal website(s) or otherwise where relevant to your use of the Services.

This Agreement is provided to you and concluded in Spanish only. Any English version of this User Agreement is for information purposes only. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

PayPal may require you to have a PayPal Account to use the Services (including, without limitation, to send or receive payments or to use PayPal as a means of logging into third party services).

IMPORTANT INFORMATION – KEY RISKS AND TERMS

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

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

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

Risk of payment reversals:

Payments received in your PayPal Account may be reversed at a later time (in some instances up to 180 days following the time of receiving the payment) if such a payment is subject to a Chargeback, Reversal, Claim or otherwise invalidated. This means that for some of our sellers, payments received into their Account may be returned to the sender or otherwise removed from their Account after they have been paid and/or delivered any goods or services sold.

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

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

We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds to the extent and for so long as reasonably needed to protect against the risk of liability (see section 10.2) if you violate this Agreement including the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal. For the avoidance of doubt, we may permanently block your account for breach of section 10.6 (Information about you).

Risk of payments being held by PayPal

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

- **The element of your Account which constitutes the payment functionality will be known as the "Payment Account". The Payment Account is the operational part of**

your Account through which you have access to funds and which can be used for the execution of payment transactions.

- **The element of your Account which constitutes the reserve functionality will be known as the "Reserve Account". Your access to the Reserve Account is restricted and you have no ability to access funds in the Reserve Account or to execute payment transactions over funds in the Reserve Account. Funds held in the Reserve Account may be marked, for example, "Pending", "Uncleared", "Held".**

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

- **An Add funds bank transfer payment (see section 3.3)**
- **Merchant processing delay (see section 4.7)**
- **Reserve (see section 10.4)**
- **Payment review (see section 5.2)**
- **Payment Hold (see section 10.5)**
- **Restricted Activity and actions taken by PayPal (see section 9 and 10)**

Disputes

If you wish to open a Dispute through PayPal's Resolution Centre you must do so within 180 days of making your payment.

Payment execution

Please note that PayPal will execute a valid Payment Order made by you through your Payment Account and credit the payment service provider of the person you are sending your payment to within 1 Business Day following the date you gave us your valid Payment Order. This execution time is subject to certain conditions and more detail around execution of Payment Orders is set out in section 4.1 of this Agreement.

You must consider such risks and guidance when using PayPal.

For more information about the PayPal service, please read our **Key Payment and Service Information**.

1. Our Relationship with You

1.1 PayPal is only a Payment Service Provider.

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

supervisory authority, the Commission de Surveillance du Secteur Financier, with registered office in L-2449 Luxembourg.

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

1.2 Your Privacy. Protecting your privacy is very important to PayPal. Please review our **Privacy Policy** in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

1.3 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. You are not permitted to transfer your Account to a third party. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Account under clause 7.

1.4 Communicating with You.

1.4.1 Languages. This Agreement is concluded in Spanish only. We will communicate with you in the language(s) in which we have made available this Agreement to you.

1.4.2 Notices to You. You agree that PayPal may provide notice or other information to you by posting it on the PayPal Website(s) (including the posting of information which is only accessed by you by logging into your Account), emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account, calling you by phone, or sending you a "text" / SMS message. With the exception of amendments to this Agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the PayPal Website(s) or emailed to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail) and you may terminate your consent to receive required disclosures through electronic communications by contacting PayPal as described in section 1.6 below. PayPal may charge you a Records Request Fee (per Schedule 1) to provide a paper copy. PayPal reserves the right to close your Account (pursuant to section 7) if you withdraw your consent to receive electronic

communications.

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

1.6 Amendments to this Agreement. We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account as set out in Schedule 1 (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the PayPal website(s). A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately upon giving notice of it.

If you do not accept any Change, you must close your Account following the account closure procedure set out in section 7 (Term and closing Your Account). If you do not object to a Change by closing your Account within the 2 month notice period, you will be deemed to have accepted it. While you may close your Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement and please further note our rights under section 7 (Term and closing Your Account).

1.7 Eligibility. To be eligible for our Services, you must (i) be a resident of one of the countries listed on the **PayPal Worldwide** page; (ii) have full legal capacity to enter into a contract; and (iii) if you are an individual, be at least 18 years old. You further represent and warrant to us in opening an Account with us that you are not acting on behalf of or for the benefit of, anyone else, unless you are opening the Account for and under the direction of the company that employs you an undisclosed principal or a third party beneficiary. If you are not acting for the company that employs you, the new Account must be in your own name only. If you are a resident of another country, you may access your agreement from the PayPal Website(s) in your country (if applicable).

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2. Your Account and Balances

2.1 Personal and Business Accounts. We offer the following types of Accounts: Personal and Business Accounts. Unless otherwise agreed, you may hold not more than one Personal Account and one Business Account. Holders of certain Personal Accounts may be required to upgrade their accounts (which may include providing further information to PayPal) in order to use all of the current functionality available in a Personal Account. 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 agree that your Account comprises the Payment Account and the Reserve Account.

2.2 Balance. The Balance in your Account represents the amount of E-money available for paying out from your Account, subject to the terms of this Agreement. If you hold a Balance you will not receive interest or any other earnings on the Balance because European law forbids paying interest on E-Money, as it is a cash-equivalent and not a deposit.

You are not required to keep a Balance at all times, but if you use the Service to pay another User you need to have sufficient Balance in your Account to cover the amount of the payment (and transaction fees payable to us).

This is because, when you pay another User, **you are authorising us to transfer E-money from your Balance to the Account of the recipient, in each case according to your Payment Order and subject to the terms of this Agreement.**

To get a Balance on your Account you can, subject further to this Agreement:

- accept a payment in your Account from someone else; or
- obtain E-money from us by paying us an equivalent amount. You can do this:
    - automatically using your applicable Funding Source(s) to cover payments that you instruct us to send to other Users (and the transaction fees payable by you to us). The execution of the payment from your bank or card issuer to PayPal is your bank's/card issuer's responsibility; or
    - manually using the Add Funds function available from your Account interface to pay us or instructing us to pull a payment from your bank account under the authority you give us when linking your bank account as a Funding Source (see section 3.3).

2.3 Account information (including Balance and transaction information). Unless your Account is restricted, you may access your details of executed payment transactions and other information relating to your Account transaction history and Balance by logging into your Account. Key information relating to your payments will be provided to you via e-mail and your transaction history will also be updated and made available to you at any time by logging into your Account. You will also be able to access a downloadable report via the "History" section of your Account. The "History" section will also show all Fees incurred and any other amounts charged to your Account in the relevant period. The "History" will only be updated and made available if there has been any activity on your Account or any Fees have been incurred in the relevant period. PayPal reserves the right to charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a different way. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. PayPal will ensure that the details of each transaction will be made available for you to view online for at least 13 months from when it is first made available. You agree to review your transactions through your Account History instead of receiving periodic statements by mail.

2.4 Set-off. You agree that we may set-off any of the amounts held in Accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members of the PayPal Group (including, without limitation, in respect of any services provided by any member of the PayPal Group). In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this section from an Account Balance held or controlled by you.

2.5 Amounts you owe us. Where the aggregate amount you owe us exceeds the amount held in your Balance we may show your Balance in negative figures as a reflection of the net amount you owe to us.

2.6 Balances in Multiple Currencies. If one of the currency Balances in your Account shows that you owe us an amount of funds for any reason, we may set-off the amount you owe us by using funds you maintain in a different currency Balance or by deducting amounts you owe us from money you receive into your Account, or money you attempt to withdraw or send from your Account, or in a different Account, and by deducting funds from any withdrawals you attempt to make. If, for a period of 21 Days, you have a Balance that reflects an amount owing to us that is not in Euros, PayPal will convert the amount you owe us to Euros. You will be charged a Currency Conversion Fee as set out in A3.1.1 of Schedule 1 for the conversion of the amount you owe us into Euros (pursuant to section 8.2).

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

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

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3. Funding Sources

3.1 Linking your Funding Source. You can link or unlink a debit card, a credit card, a pre-paid card (in certain cases), a bank account and/or PayPal Credit as a Funding Source for your Account. Please keep your Funding Source information current (i.e. credit card number and expiration date). If this information changes, we may update it as directed by your bank or card issuer without any action on your part.

You may choose to confirm your card or bank account, so that we can verify that the card or bank account is valid and that you are its owner. We may allow you to do this by following the Link and Confirm Card process (for cards) or the Bank Confirmation process (for bank accounts) or other processes which we may notify to you or which we may publish from time to time.

3.2 Cards. By linking a debit card, credit card or (in certain cases) pre-paid card as a Funding Source, you are providing PayPal with a continuous authority to automatically charge that card for the amount necessary to purchase E-money required in your Balance to cover a Payment Order (plus transaction fees payable to us) when the card is the applicable Funding Source for that Payment Order pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Funding Source in your Account Profile.

3.3 Bank accounts. By linking your bank account as a Funding Source, you are providing PayPal with a continuous authority (subject to the terms of the mandate used by your bank to set up and maintain that authority) to automatically charge your bank account for the amount necessary to purchase E-money in your Balance:

- required to cover a Payment Order to another User (plus transaction fees payable to us) when the bank account is the applicable Funding Source for that Payment Order pursuant to this Agreement: or
- when using the Add Funds functionality in your Account interface.

You give PayPal the right to resubmit any debit you authorised that is returned for insufficient or uncollected funds. If you cancel any direct debit (including, without limitation, any SEPA Direct Debit), you agree to reimburse us for the value of any goods or services that you have consumed with the proceeds of that direct debit.

You agree that when PayPal receives a payment from your bank account to obtain E-money in your Account, PayPal may hold the funds in your Reserve Account for so long as PayPal determines that an NSF Risk exists. In such an event, the E-money will not be made available to you in your Payment Account (including for the execution of any Payment Order that the bank payment was made to cover) until PayPal determines that the NSF Risk has passed. Until that time the bank payment will appear to you as "Uncleared" in your Account details. PayPal is not in possession of all the information necessary to place the funds from your bank payment at your disposal until it determines that the NSF Risk has passed.

PayPal reserves the right to require you to fund your requested payment by the use of Bank Account to mitigate risk (including, without limitation, the NSF Risk) associated with your Payment Order.

3.4 SEPA Direct Debit (for users with registered addresses in Cyprus, Estonia, Greece, Ireland, Latvia, Lithuania, Malta, Slovakia and Slovenia): After the implementation of the use of SEPA Direct Debit mandates by PayPal in the country in which you reside, whenever you register a bank account with PayPal or pay with a new bank account for the first time, you will be granting PayPal a SEPA Direct Debit mandate. You will be able to exclusively access such mandate and the mandate reference number (MRN) in your PayPal Account profile at any time and cancel or change the mandate for future transactions.

Whenever you make an electronic transfer from your bank account to PayPal via SEPA Direct Debit after that, you authorise PayPal to use such mandate and draw the amount from your bank account as explained above in this section 3.4 and you authorise your bank to arrange for

payment to PayPal. You may claim a refund from your bank at any time up to 8 weeks after the date on which the SEPA Direct Debit payment took place in accordance with your bank's terms and conditions.

PayPal will inform you of the amount of the SEPA Direct Debit payment and the time frame in which PayPal will collect the amount from the bank account together with the purchase confirmation. In the event that PayPal resubmits any SEPA Direct Debit payment request due to Reversal of the original payment, there will be no (additional) information given on the amount and the time frame ahead of the resubmission.

3.5 Special Funding Arrangements: Certain payments may be funded by special funding arrangements linked to your Account, such as merchant/transaction specific balance, gift vouchers or other promotional funding arrangements, the use and priority of which are subject to further terms and conditions between you and PayPal ("**Special Funding Arrangements**"). Your Account Overview may show the notional amount available in your Special Funding Arrangements to fund qualifying payments at any given time. This amount does not constitute E-money, is not deemed part of your Balance and is not redeemable in cash - it only represents the amount of E-money which PayPal offers to issue and credit to your PayPal Account at the time of (and only to immediately fund) a qualifying PayPal payment, subject to (and only for the period outlined in) the further terms and conditions of use of that Special Funding Arrangement. If your PayPal payment funded by a Special Funding Arrangement is rescinded (including, without limitation, Reversed) at a later time for any reason, PayPal will keep the amount that represents the portion of that PayPal payment that was funded by your Special Funding Arrangement and (provided that the Special Funding Arrangement has not already expired) reinstate the Special Funding Arrangement.

3.6 Preferred Funding Source. You can choose any of the Funding Sources in your Account as your Preferred Funding Source for obtaining E-money in your Balance to cover a Payment Order, subject further to this Agreement. PayPal may allow you to choose a Preferred Funding Source for certain future Payment Orders in your account preferences on www.paypal.com from time to time. There may be times when your Preferred Funding Source cannot be used, depending on the nature of the Funding Source, the type of Payment Order it is used to fund or the recipient (see also section 3.8). For example (on a non-exhaustive basis):

a. you select a credit card that has expired;
b. a Special Funding Arrangement is available to cover the Payment Order instead, in which case PayPal may use the Specific Funding Arrangement to obtain E-money to cover your Payment Order before using your Preferred Funding Source; or
c. you have a pre-existing Balance available to cover the Payment Order instead, in which case PayPal may use your pre-existing Balance (after any available Special Funding Arrangement) for the E-money to cover your Payment Order before using your Preferred Funding Source.

PayPal may disapply section 3.6.c. and use your Preferred Funding Source to obtain E-money to cover certain Payment Orders even if you have pre-existing Balance, subject further to this Agreement.

3.7 No Preferred Funding Source selected/available? If you have not selected a Preferred Funding Source or if your Preferred Funding Source is unavailable, PayPal will obtain E-money in your Balance to cover your Payment Order from the following sources in the following order to the extent available:

1.	**Special Funding Arrangements**
2.	**Pre-existing Balance**
3.	**Default Funding Sources** Used in the following order (to the extent that such Funding Sources are available for use with your Account): 1. Bank account – for an Instant Transfer payment 2. PayPal Credit – where available 3. PayPal-branded debit card – where available 4. PayPal-branded credit card – where available 5. Debit card 6. Credit card

3.8 Funding Source Limitations. In order to manage risk, PayPal may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will alert you that there is a higher than normal level of risk associated with the payment (for example and without limitation, a risk that the payment may be challenged to be unauthorised). Such a notice does not mean that either party to the transaction is acting in a dishonest or fraudulent manner. It means there may be a higher than normal level of risk associated with the payment. Funding Sources may be limited also 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 your pre-existing Balance.

If your Funding Sources are limited, you may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory (for instance, if one of your Funding Sources is your credit card but, as a result of a limitation of Funding Sources, you cannot fund your PayPal payment by credit card, you will not have chargeback rights for the PayPal payment).

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4. Sending Money

4.1 Our execution of your Payment Orders. Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account and credit the payment service provider of the person to whom you are sending your payment to, within 1 Business Day following the date you gave us, and we received your valid Payment Order subject to you providing us with:

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

Our obligation to execute Payment Orders within 1 Business Day following the date you gave us your valid Payment Order only applies to payments executed: between Users with registered Accounts in the European Economic Area ("**EEA**"); and in the currency of Pounds Sterling, Euro or the currency of the EEA State that has not adopted Euro as its currency. Once your Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction, with the exception that you are able to cancel a Pre-approved Payment provided that you do so before the end of the Business Day which falls on the day before the next payment under the Pre-approved Payment Authorisation is due to be made.

4.2 Your Payment Order for a payment to another User. Subject to the terms of this Agreement, your Payment Order for a payment to another User (whether a Personal Transaction payment or a Commercial Transaction payment) is your instruction and authorisation to us to transfer E-money from the Payment Account element of your Balance to that User as further directed in your Payment Order. Where you have insufficient Balance or have chosen a Preferred Funding Source you are also requesting us to obtain funds on your behalf from your applicable Funding Source and issue E-money to the Payment Account element of your Balance for your payment to be made.

4.3 Your Payment Order for a Withdrawal. Subject to the terms of this Agreement, your Payment Order for a withdrawal from your Account is your instruction and authorisation to us to redeem E-money from your Balance. Section 6 further applies to this type of Payment Order.

4.4 Insufficient Funds in your Balance. We are under no obligation to execute your Payment Order if you do not have sufficient funds in your Balance. PayPal reserves the right not to effect a payment made by you until it receives cleared funds (this also means, without limitation, that PayPal is not obliged to settle a refund transaction before having received funding for the original transaction).

4.5 Sending Limits. If you have a periodic sending limit on your Account, you can view it by logging into your Account and clicking on the "View your account limits" link on the "Account Overview" page. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose lower limits on the amount of money you can send through our Service. To lift your sending limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your Account Overview).

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

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

4.7 Merchant Processing Delay. When you pay certain merchants (for instance, some merchants selling on online platforms) or pay for certain purchases (for instance, purchases which have to be shipped to you or may be further amended by the merchant), you are providing:

a. an Authorisation to the merchant to collect your payment at a later time; and
b. an instruction to PayPal to pay that merchant when the merchant request payment.

Your Authorisation will remain valid typically for up to 30 Days. If you have a positive Balance at the time you made your Authorisation, you agree that PayPal may hold the payment amount as pending in your Reserve Account until the merchant collects your payment. If your payment requires a currency conversion by us, the final exchange rate (which includes a Currency Conversion Fee) will be determined and applied (in accordance with section 8.2) at the time the merchant processes your payment and completes the transaction.

Your Authorisation allows the merchant to amend the payment amount before the merchant collects the payment (to account for any amendments to the purchase that you may agree with the merchant, such as additional tax, shipping or postage charges or discounts). PayPal may set a maximum amount for the payment to be made to the merchant in certain

circumstances which may be shown to you on the payment authorisation page. PayPal is not required to verify any amendments at any time (including at the time the payment is transferred). PayPal may transfer any amount on the basis of your authorisation and upon receiving instructions from the merchant of the final payment amount (subject to any maximum amount set and communicated by PayPal for the given payment).

4.8 Pre-approved Payments (also known as Automatic Payments). By providing an advance Authorisation for Pre-approved Payments, you:

- give the third party the ability to collect or reverse fixed or variable amount payments from your Account on a one-time basis, sporadic, or on a (sporadically or periodically) recurring basis (as further specified in the applicable billing agreement – the document that you agree to when giving the Authorisation) until you cancel your Authorisation or underlying arrangement with the applicable third party; and
- hereby authorise and instruct PayPal to pay the third party (or another person they direct) from your PayPal Account amounts you owe as presented to us by the third party. This makes the recipient a trusted beneficiary of all your payments made under that Authorisation, so we will not ask you to log in or approve the payments when they are made. You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates.

If you use the PayPal Location Based Payments Functionality to make a Pre-approved Payment to another User (typically a merchant) who accepts payments through the PayPal Location Based Payments Functionality, you may Authorise that User by selecting the User in the PayPal Location Based Payments Functionality. When you Authorise such a User, we may restrict the total amount that the Authorised User can request from your Account within a specific time period, as we may determine at our own discretion.

If your Pre-approved Payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per Schedule 1) will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of Pre-approved Payments being based on fluctuating exchange rates.

Prospective Payment Recipients acting under the above Authorisations who present us with a payment request under this provision hereby:

a. warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts) and that they will give prior notice of the deduction to the payer; and
b. agree that they will notify the payer at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the payer could not have reasonably expected to pay such an amount, taking into account the payer's previous spending patterns and the circumstances of the payment and that they will be liable to

PayPal for any refunds of such payment, in accordance with the terms of this User Agreement,.

You agree that you cannot request a refund from PayPal for a Pre-approved Payment unless:

a. the Authorisation did not specify the exact amount of the payment transaction when the Authorisation was given and the applicable amount exceeded the amount you could have reasonably been expected to pay, taking into account your previous spending patterns and the circumstances of the case; and
b. your consent to the making of the third party initiated payment was not given as set out in section 4.1(e); or
c. the information relating to the third party initiated payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant;

and
d. you notify us of the request within 8 weeks from the date the payment was made; and
e. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case. We reserve the right to request further information as is reasonably necessary to ascertain whether the above conditions have been satisfied and to waive any or all of the above conditions

4.9 Cancelling Pre-approved Payments. You may cancel a Pre-approved Payment at any time up to 1 Business Day prior to the date the payment is scheduled to be made. You may cancel a Pre-approved Payment by logging in to your Account, accessing the “Settings” tab, then access the “Profile” tab, then in the “Payment settings” section, clicking on “Pre-approved Payments” and following the instructions to cancel the payment. In addition, if you cancel a Pre-approved Payment you may still be liable to the merchant for the payment and be required to pay the merchant through alternative means.

When you use the PayPal Location Based Payments Functionality to give an Authorisation for a Pre-approved Payment to a User (typically a merchant) who accepts payments through the PayPal Location Based Payments Functionality, you may only cancel the Authorisation by following the steps to cancel your selection of the User in the PayPal Location Based Payments Functionality.

4.10 Sending E-money in different currencies. You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Australian Dollars, Brazilian Real, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Philippine Peso, Polish Zloty, Singapore Dollar, Swedish Krona, Swiss Franc, Thai Baht and Taiwan New Dollar. There may be some restrictions with regard to where you can send certain currencies. When you send money for someone to receive in a currency that is different than the primary currency of your Account, we follow these practices:

a. If you have an existing Balance in the receiving currency, we will send your payment from your Balance.
b. If you have a Balance in a currency different than the receiving currency, we will perform a currency conversion (pursuant to section 8.2) and use the converted Balance it to send your payment.
c. If you do not have any Balance, we will automatically obtain Balance in the primary currency of your Account from the relevant Funding Source pursuant to section 3 to cover your Payment Order (and any Fees you owe us). When you pay us, your Funding Source provider may apply (and may charge you for) any required currency conversion. We will then perform a currency conversion (pursuant to section 8.2) from your primary currency and send your payment (and collect Fees that are payable in the currency in which the payment is received by the recipient) from the converted Balance.

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

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5. Receiving Money

PayPal may allow anybody (with or without a PayPal Account) to initiate a payment resulting in the issuance or transfer of E-money to your Account.

5.1 Lifting your receiving limit. If you have a receiving limit on your Account, you can view it by logging into your Account and clicking on the "View your account limits" link on the "Account Overview". We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through our Service. To lift your receiving limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your Account Overview).

5.2 Payment Review. Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions. This may be because PayPal has the reasonable suspicion that a buyer's Payment Instrument and/or Account are being used in relation to Restricted Activities

(as set out in section 9) or for other reasons as determined by us in our reasonable discretion. If a payment is subject to Payment Review, PayPal will:

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

PayPal is not in possession of all the information necessary to place the funds at the seller's disposal in the seller's Payment Account until the Payment Review is complete and PayPal has found the payment to be in order. Where a Payment Review finds problem with the payment, the payment will be reversed and the funds returned to the buyer from the seller's Reserve Account. All payments that complete Payment Review are still subject to being reversed under the terms of this Agreement but will be Seller Protection Eligible if they meet the Seller Protection Policy requirements. PayPal will provide notices to you by email and/or in the Transaction History tab of your PayPal account. A payment subject to Payment Review is a review of the payment only and is implemented to reduce the risk of PayPal users receiving high risk transactions. A payment subject to Payment Review is neither a review nor a representation by PayPal as to the commercial dealings or character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person.

5.3 Risk of Reversals, Chargebacks and Claims. The receipt of a payment into your PayPal Account does not equate to the receipt of cleared funds. A notification that E-money has been sent to you, does not amount to a receipt of E-money in your Account unless you have accepted the payment. You acknowledge and agree that a payment transaction is completed and received by you even if it becomes subject to a reversal, chargeback, Claim, Reserve or hold. When you receive a payment, you are liable to PayPal for the full amount of the payment plus any costs that we incur and any Fees if the payment is later invalidated for any reason. In addition to any other liability, if there is a Reversal, or if you lose a Chargeback or Claim and you are not entitled to a payment under the Seller Protection Programme, you will owe PayPal an amount equal to the Reversal, Chargeback or Claim and our Fees per Schedule 1 (including a Chargeback Fee if applicable) and PayPal will debit your Balance to recover such an amount. If there are insufficient funds in your Balance to cover your liability, PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency. If a sender of a payment files a Chargeback, the credit card company, not PayPal, will determine who wins the Chargeback.

5.4 PayPal and your customers.

In representations or in public communications to your customers, you shall not mischaracterise or disparage PayPal as a payment method.

If you enable your customers to pay you with PayPal, you shall treat PayPal's payment mark at least at par with other payment methods offered.

PayPal does not encourage surcharging because it is a commercial practice that can penalise the consumer and create unnecessary confusion, friction and abandonment at checkout. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you. You further agree that if you do surcharge a buyer that you, and not PayPal, will inform the buyer of the requested charge. PayPal has no liability to any buyer where you have failed to inform the buyer of any surcharge. Failure to comply with the above provisions shall constitute a breach of this Agreement and shall entitle PayPal to terminate this Agreement pursuant to section 7.

5.5 Receiving Money in different currencies. You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. If you already maintain a Balance in the currency in which you receive a payment, we will credit all payments received in that currency to your Balance. Where you (not PayPal) offer a currency conversion at the point of sale, you will inform the buyer of the exchange rate and any charges that will be applied to the payment transaction. PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. You acknowledge that if you fail to disclose the exchange rate and charges to the buyer this may constitute a criminal offence by you.

5.6 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.

5.7 Your Refund Policy, Data Protection, Privacy Policy and Security. We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website. Your privacy policy must clearly and expressly indicate that all PayPal transactions are subject to the PayPal Privacy Policy. You must employ reasonable administrative, technical and physical measures to maintain the security and confidentiality of any and all PayPal data and information, including data and information about PayPal users and PayPal.

Compliance with Data Protection Laws. With regard to any personal data processed by either Party in connection with this Agreement, the Parties will respectively each be a controller in respect of such processing. Each Party agrees to comply with the requirements of the Data Protection Laws applicable to controllers in respect of the provision of the Company Services and otherwise in connection with this Agreement. For the avoidance of doubt, PayPal and the Merchant each have their own, independently determined privacy policies, notices and procedures for the personal data they hold and are each a data controller (and not joint data controllers).

In complying with the Data Protection Laws, each Party shall, without limitation:

a. implement and maintain at all times all appropriate security measures in relation to the processing of personal data;
b. maintain a record of all processing activities carried out under this Agreement; and
c. not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws.

In addition to our rights under section 10.2, where we determine that there has been or that there is a reasonable likelihood of a security breach of your website or systems that could result in the unauthorised disclosure of customer information, we may take any other actions we deem necessary and/or require you to provide us with information related to any such breach.

5.8 Holds according to your instructions. Certain PayPal functionality may allow you (whether directly or via someone you permit to act on your behalf under section 15.9a, like an online marketplace platform on which you transact as a seller) to instruct PayPal to hold your funds (including the proceeds of payments you receive using PayPal) in your Reserve Account. In such a case we will show you the availability status of those funds in your PayPal Balance – the status descriptions may differ according to the functionality you used to instruct us to place the hold. PayPal will release the hold on the funds according to the instruction that you (or the entity that you have permitted to act on your behalf under section 15.9a) give to PayPal, subject to the rest of this Agreement.

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6. Withdrawing/Redeeming E- money

6.1 How to Withdraw/Redeem E-money. You may withdraw funds by electronically transferring them to your bank account (this withdrawal/redemption functionality is sometimes known as “transfer to bank”) or if you are a registered user of a Credit Card Withdrawal Region, your branded MasterCard or Visa card. The bank account or card into which you request the redemption of E-money must be denominated in the primary currency of your Account or another currency that PayPal supports for your country of residence. Balances will be redeemed in the primary currency of your Account. This means that:

a. If you withdraw a balance held in a currency other than the primary currency of your Account, you will be charged a Currency Conversion Fee as set out in section A3.1.1 of Schedule 1 to convert it to your primary currency balance (pursuant to section 8.2).
b. If you withdraw to a bank account or card held in a currency other than the primary currency of your Account, you will be charged a Currency Conversion Fee as set out in section A3.1.1 of Schedule 1 for the conversion of the withdrawn currency amount into currency of your bank account or card (pursuant to section 8.2).

See also section 6.4 if your Account holds Balances in multiple currencies.

6.2.

a. **Withdrawal/Redemption Limits.** You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. You can view your periodic withdrawal limits (including, those applicable to withdrawal to your branded MasterCard or Visa card (as applicable), if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can withdraw through our Service.
b. **Execution methods and timeframes.**
    1. **General.** Redemption transactions from your Payment Account will be executed within the timeframes set out in section 4.1,
    2. **Transaction Review.** We may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place ("Redemption Risk"). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order. When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 4.1 once we determine the Redemption Risk has passed. If we release the restriction and/or proceed to process your withdrawal, you agree that the date of your Payment Order will start on the Business Day the restriction was lifted.

6.3 Lifting your withdrawal limit. In order to lift your withdrawal limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your Account Overview).

6.4 Withdrawing Money in Multiple Currencies. If you have Balances in multiple currencies, you will be able to choose from those when you withdraw funds, but unless otherwise agreed, the withdrawal will take place in the primary currency of your Account. If you are able to withdraw to your branded MasterCard or Visa card, your withdrawal may be subject to a fee as stated in Schedule 1 of this Agreement and may take place in a different currency to your primary currency depending on whether PayPal can support the withdrawal into the card's base currency. See section 6.1 for how you may be charged a Currency Conversion Fee to convert from or into the primary currency of your Account when withdrawing your Balance.

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7. Term and Closing Your Account

This Agreement starts when you successfully register for a PayPal account and ends when your Account is closed for whatever reason, except that this Agreement survives termination to the extent and for so long as we require to deal with the closure of your Account and to comply with applicable laws and regulations (including, without limitation, sections 1, 7, 8, 10, 14, 15, 16 and Schedule 1).

You can close your Account at any time by logging into your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. See the PayPal Help Centre for more details.

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

- you are in breach of the terms of this Agreement and/or we are entitled to close your Account under section 10.2;
- you do not access your Account for three years; or
- we suspect that your Account has been accessed without your authorisation.

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

When your Account is closed:

- we may cancel any pending transactions and you will forfeit any Balances associated with Special Funding Arrangements;

- we may suspend, limit or terminate your access to or use of our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services;
- you will remain liable for all outstanding obligations under this Agreement related to your Account prior to closure;
- we may keep your Account information in our database for the purpose of fulfilling our legal obligations; and

- we may retain your Balance after closure to the extent and for the time we reasonably require to protect PayPal and/or any third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities of whatever nature. After this time you will be able to withdraw any undisputed funds that we are holding. Please contact PayPal Customer Service if you have any questions about funds held in your Account on closure.

If you are the legal representative of an incapacitated or deceased Account holder, please contact us at the PayPal Help Centre for assistance.

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8. Fees and Currency Conversion

8.1 Fees.

Fees for Users registered in Spain are set out in in Schedule 1. For the avoidance of doubts, a User with a PayPal Account not registered in Spain, will be liable to PayPal for the fees as set out in the terms of the User Agreement applicable in the country where the User is registered or as set out in the Fee Table accessible via the “footer” of each page of the PayPal website applicable to the country where the User is registered. If other Fees apply for services or functionalities not referred in Schedule 1 below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

8.2 Currency Conversion. If your transaction involves a currency conversion by PayPal, it will be converted at the exchange rate we set for the relevant currency exchange. This is the “Base Exchange Rate”.

The Base Exchange Rate is based on rates available in the wholesale currency markets or, if required by law or regulation, at the relevant government reference rate(s), on the conversion date or the prior business day.

We then add a Currency Conversion Fee (as set out in section A3.1 of Schedule 1 of this Agreement) to the Base Exchange Rate to form the final foreign exchange rate applied to your transaction. In some cases (see sections 4.7 and 4.8) this final foreign exchange rate may be applied immediately and without notice to you.

The “Currency Converter” tool can be accessed through your Account and used to see what exchange rates (with the Currency Conversion Fee already added) apply for certain currency exchanges at the time you use the tool.

Where a currency conversion is offered by PayPal to you when you make your transaction, you will be shown the exchange rate (which includes the Currency Conversion Fee) that will be applied to the transaction before you proceed with authorising the payment transaction. By proceeding with your authorisation of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate shown (which includes the Currency Conversion Fee).

You may opt out of a currency conversion by PayPal before you complete your payment by selecting “Other Conversion options” on the “Review Your Information” page during checkout.

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

Where your payment is funded by a Debit or Credit Card and involves a currency conversion by PayPal, by entering into this Agreement you consent to and authorise PayPal to convert the currency in place of your Credit or Debit card issuer.

If you receive a payment in a currency other than the primary currency of your Account from anyone who doesn’t have a PayPal Account, the payment amount will be converted into the primary currency of your Account by PayPal for you at the time the payment is made, in

accordance with this section 8.2 (except where otherwise agreed by PayPal) and you agree to bear the Currency Conversion Fee at section A3.1.1 of Schedule 1 of this Agreement (which is included in the exchange rate you pay), before any other transaction fees apply.

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9. Restricted Activities

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

a. Breach this Agreement (including, without limitation, opening multiple PayPal accounts), the Card Processing Agreement, the **Acceptable Use Policy** or any other agreement that you have entered into with PayPal (including a Policy);
b. Breach any law, statute, contract, or regulation (including, without limitation those governing financial services including anti-money laundering, consumer protections, unfair competition, anti-discrimination and false advertising);
c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
d. Promote in any manner to your clients or to any third parties a PayPal cobranded credit payment instrument (e.g. the PayPal Credit Card and the PayPal Credit Line) offered as a funding source for payments with PayPal without the prior written authorization of PayPal and the issuer of the said credit payment instrument and/or in breach of the terms and conditions defined by PayPal and the issuer of the credit payment instrument for such promotion;
e. Act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing;
f. Provide false, inaccurate or misleading Information;
g. Send or receive what we reasonably believe to be potentially fraudulent or unauthorised funds;
h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
i. Attempt to "double dip" or undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank, or credit card company for the same transaction;
j. Use an anonymizing proxy, whether electronically, physically (e.g. using a P.O. box as your address) or otherwise;
k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities (an Account is deemed to be "linked" to another Account for the purpose of this section 9.1.k where PayPal has reason to believe that both Accounts are controlled by the same legal personality or group of legal personalities (including, without limitation, individuals), which is more likely when both Accounts share certain attributes, including, without limitation, the same recorded user name, email address, funding source (e.g. bank account) and/or recorded ID used to receive services from PayPal's partners (such as an eBay ID));

l. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, a User, a third party or you;
m. Abuse (as either a buyer or seller) of our Online Dispute Resolution process and/or PayPal Buyer Protection;
n. Cause PayPal to receive disproportionate amount of Claims that have been closed in favour of the claimant regarding your Account or business;
o. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
p. Use your Account or the Services in a manner that PayPal, Visa, MasterCard, American Express or our bank acquirer and/or payment processors reasonably believe to be an abuse of the bank's reversal process, credit card system or a violation of credit card association rules;
q. Allow your Account to a balance reflecting an amount owing to us;
r. Undertake activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it);
s. Use a credit card with your Account to provide yourself with a cash advance (or help others to do so);
t. Access the Services from a country that is not included on PayPal's Worldwide page;
u. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
v. Send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
w. Take any action that imposes an unreasonable or disproportionately large load on the Services, our infrastructure, our websites, our software or our systems (including any networks and servers used to provide any of the Services) whether operated by us or on our behalf;
x. Facilitate any viruses, Trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data or Information or the Services;
y. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
z. Use any device, software or routine to bypass our robot exclusion headers, or interfere or disrupt or attempt to interfere with or disrupt our website, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services or other Users' use of any of the Services;
aa. Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal website(s) without our or any applicable third party's written consent;
bb. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers;
cc. Use the Service to test credit card behaviors;
dd. Reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without

limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords;

ee. Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the Service or activities carried out as part of the Services or otherwise than in accordance with the terms of this Agreement;

ff. Request or send a Personal Transaction payment for a commercial transaction; or

gg. Allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with sections , 4.5, 5.1 and 6.3, or where you expose PayPal to the risk of any regulatory fines by European, US, or other authorities for processing your transactions);

hh. Integrate or use any of the Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by PayPal from time to time; or

ii. Suffer (or cause us to determine that there is a reasonable likelihood of) a security breach of your website or systems that could result in the unauthorised disclosure of customer information.

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

9.2 Keeping your Payment Instrument Safe.

You agree to perform the following actions to keep your Payment Instrument safe:

a. Not engage in any of the Restricted Activities;
b. Keep the details of your Funding Sources password and PIN safe;
c. Not allow anyone else to have or use your Funding Sources, password and PIN details;
d. Not disclose the details of your Funding Sources or password except when using the Service;
e. Never write your password or PIN in a way that can be understood by someone else;
f. Not choose a password or PIN that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;
g. Take care to make sure that no one sees your password or PIN when you use it; and
h. Ensure you are logged out of all payment-relevant applications in your device when you don't use it to access the Service and/or when others could access it (e.g. where you share your device with others or use your device through unsecured public internet connections, such as in typical public "free-WiFi" areas);
i. Refrain from using any functionality that saves or stores your password or PIN on your access device;
j. Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe;
k. Keep your personal details in your Account up to date. We may be unable to respond to you if you contact us about your Account from an address, telephone number or email account that is not registered with us; and

l. Take all reasonable steps to protect the security of the personal electronic device through which you access the Services (including, without limitation, using pin and/or password protected personally configured device functionality to access the Services). If you lose your device, you must inform us immediately and delete your device from the settings in your PayPal account.

9.3 Restricted Activities and Permissions. Nothing in this section 9 prevents you from permitting third parties to take certain actions on your behalf as outlined in section 15.9 in compliance with the conditions of their licence and applicable law.

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10. Your Liability – Actions We May Take

10.1 Your Liability.

a. You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a PayPal User, or a third party caused by your use of the Services and/or arising out of your breach of this Agreement. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
b. **Liability for Claims under PayPal Buyer Protection.** Notwithstanding any other section of this Agreement, if PayPal makes a final decision that you lose a Claim filed directly with PayPal by a buyer registered anywhere in the world, you will be required to reimburse PayPal for your liability. Your liability will include the full purchase price of the item and original postage cost (and in some cases, you may not receive the item back). PayPal Seller Protection may cover your liability, see section 11 below.
c. **Reimbursement for Your Liability**. In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance (if available). If there are insufficient funds in your Balance to cover your liability, PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.
d. **Temporary Holds for Disputed Transactions**. If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback or Reversal. A hold placed under this provision will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal, unless we have another reason for doing so. If you win the dispute or if the payment is eligible for a payment under the terms of PayPal Seller Protection, we will release the hold and restore your access to the applicable funds. If you lose the dispute, PayPal will remove the funds from your Account.

   This process also applies to any claim that a buyer files against you with eBay through the eBay resolution process, provided that you have authorised eBay to use your PayPal Account to pay amounts you owe to eBay or to the buyer (as the case may be) under the

terms of the eBay resolution process ("**eBay Due Amounts**") and eBay has notified us of the claim. To the extent that the above provisos are met, you authorise and instruct PayPal to process payments of all and any eBay Due Amounts from your PayPal account to eBay or to the buyer (as the case may be) according to eBay's instructions to PayPal, but you agree that PayPal may treat your authorisation and instruction for the payment of any given eBay Due Amount as cancelled and PayPal shall not be obliged to complete such payment, if PayPal (in its sole discretion) decides that the claim would have been determined in your favour had it been filed as a Claim with PayPal. You may also cancel this authorisation and instruction by contacting PayPal Customer Service. All claims filed directly with eBay are governed by eBay policy only. The terms of the PayPal Seller Protection Programme do not cover sellers in respect of claims filed by buyers directly with eBay.

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

a. We may, at any time and without liability, suspend, block, limit, close or cancel your right to use your Payment Instrument or Account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). We will normally give you advance notice of any suspension or cancellation but we may, if it is reasonable to do so (for example if you are in breach of this Agreement or we consider it advisable for security reasons), suspend or cancel your right to use your Payment Instrument or Account without prior notice to you;
b. Block your Account and/or hold any funds in the Reserve Account (including, without limitation, for more than 180 days if so required by PayPal, where PayPal's rights under section 10.2 arise from your engagement in the Restricted Activity set out in section 9.1 ag.);
c. Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law;
d. **We may reverse a payment** (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy or section 9, or which we reasonably suspect of violating our Acceptable Use Policy or section 9;
e. We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
f. We may request information from you or otherwise update inaccurate Information you provided us;
g. We may refuse to provide our Services to you in the future;
h. **We may hold your funds** to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:

1. PayPal's risk of liability in respect of card-funded payments that you receive can last until the risk of a Chargeback closing in favour of the payer/buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:
    a. The type of goods or services for which you receive payment; or
    b. The timeframe for delivery of the goods or performance of the services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of Chargebacks than sales of most other items or services);
2. PayPal's risk of liability in respect of a Claim or Dispute arising from a payment that you receive can last for the time that it takes for the parties to close the Claim or Dispute and all appeals associated with that Claim or Dispute in accordance with section 13 of this Agreement;
3. PayPal's risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and
4. If you allow your Account to have a balance reflecting an amount owing to PayPal, PayPal's risk of liability can last for the time and to the extent that you owe that amount to PayPal, and

i. **We may take legal action** against you.
j. We may suspend your eligibility for PayPal seller protection and/or PayPal Buyer Protection (including in retrospect).
k. We may suspend, limit or terminate your access to our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, and your data.

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

10.3 Limited Access. If we suspect that your Account has been accessed without your authorisation, we may suspend, or limit, your access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). If we limit access to your Account, we will provide you with notice and opportunity to request restoration of access if appropriate.

10.4 Reserves. PayPal, in its sole discretion, may place a Reserve on funds held in your Account when PayPal reasonably believes (based on the information available to PayPal at the time of taking the Reserve and what in its sole discretion it regards as an acceptable level of risk to PayPal under all the circumstances) there may be a higher than acceptable level of risk associated with your Account. If PayPal places a Reserve on funds in your Account, the funds will be held in your Reserve Account and those funds will be shown as "pending" in your PayPal

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

10.5 Payment Hold.

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

PayPal may in its sole discretion (acting reasonably) place a hold on that or any payment. If PayPal places a hold on funds in your Account, we will notify you about it (including, without limitation, how long the hold may last), the funds will be held in your Reserve Account and those funds will be shown as “pending” in your PayPal Balance. We may notify you about the hold through authorised third parties (such as partner platforms on which you transact).

b. PayPal will release the hold made on your payment under this provision when PayPal determines that the Transaction Risk; or risk or exposure associated with your Account, no longer exists. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your Reserve Account until the matter is resolved pursuant to this Agreement.

c. You agree to provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged.

10.6 Information about you.

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

b. Getting verified

1. To obtain Verified status you must complete the following steps: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.
2. PayPal may, from time to time, make available to you other methods or procedures for you to obtain "Verified" status. By highlighting a user as "Verified", PayPal is only representing that the Verified user has completed the steps set out in section 2.3(a). Further to section 1.1 and by attributing Verified status to a user, PayPal neither guarantees, undertakes nor otherwise represents that a Verified user will complete a Commercial Transaction.

10.7 Disclosure of reasons for our actions

Our decisions to take the actions set out in this section 10 and any other actions we take under this Agreement, whether they restrict or extend your access to the Service, our infrastructure, our websites, our software or our systems (including any networks and servers used to provide any of the Services) whether operated by us or on our behalf (including, without limitation, any blockages, limitations, suspensions, terminations, holds and reserves) may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures or our confidential information to you.

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11. Seller Protection Programme

11.1 What is PayPal seller protection?

If you are the recipient of a payment made by a customer (**"Payment Recipient"**), we will reimburse you an amount for Claims, Chargebacks, or Reversals made against you based on the following reasons:

a. A Chargeback or Reversal was issued against you for the reason of an "Unauthorised Payment" (except for any "Unauthorised Payment" initiated in an environment not hosted by PayPal),
b. A Chargeback or Claim was issued against you for the reason of "Item Not Received";

where PayPal receives from you proof that the item was posted or delivered in accordance with the requirements set forth below, subject to the further provisions of this section 11 (including, without limitation, the Eligibility Requirements at section 11.6).

Please read section 13 (PayPal Buyer Protection) to understand how a Claim against you may arise. If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available **here** and are also accessible via the "Legal" or "Legal Agreements" footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.

Please also read section 5.3 (Risk of Reversals, Chargebacks and Claims) to understand the risk of Reversals, Chargebacks and Claims arising when you receive a payment.

11.2 PayPal seller protection is available to:

Sellers with registered PayPal Account(s) in Spain who receive PayPal payments from buyers making an eligible purchase (worldwide and everywhere PayPal is accepted); PayPal seller protection does not apply to Claims, Chargebacks and/or Reversals for the reason that the purchase was Significantly Not as Described (SNAD) nor for items that you deliver or are picked up in person.

11.3 How much protection is provided by PayPal seller protection?

PayPal will pay you the full amount of an eligible payment the subject of the Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable.

a. We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your Account. In assessing a risk, we will consider the:
    - Total monetary amount and / or number of Claims, Chargebacks or Reversals issued against your PayPal Account;
    - Reasonable risk of your Account to the integrity of PayPal and our system; and
    - Potential losses occurring to us or our users.
b. We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another account which has been suspended.

c. We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your Account.

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

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal. See section 10.1.d for further details about the temporary hold process.

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

11.6 Eligibility Requirements

What are the eligibility requirements for PayPal seller protection?

If You have received more than €100,000 per month at least once over a consecutive period of 6 months on your PayPal Account and/or if You are applying surcharge for the use of PayPal (when the law applicable to You allows You to apply surcharge), You are not eligible for PayPal seller protection and Section 11.5 applies to You unless otherwise agreed between You and PayPal. PayPal will review your eligibility for seller protection in October and April of each calendar year.

To be eligible for PayPal seller protection, you must meet all of these requirements to be covered:

a. You must respect the requirements specified in Section 11.3 in relation your PayPal Account.
b. The transaction must be marked by PayPal as eligible for PayPal seller protection on your Account "Transaction Details" page.
c. If it is marked eligible, protection for both Unauthorized Payments and Item Not Received will apply.
d. For tangible items, post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or if the seller posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift" address) then you will not be eligible for re-imbursement under the terms of the PayPal seller protection.
e. You may access the "Transactions Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
f. You must follow the delivery requirements described below.
g. You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in instalments are excluded).
h. You must respond to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.

11.7 What are the delivery requirements?

Type of shipping	Protection for Unauthorised Payment	Protection for Item Not Received
National/international	Proof of Postage (for tangible items) or Proof of Delivery (for intangible or virtual items or services)	Proof of Delivery

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

11.8 What is "Proof of Postage"?

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

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

11.9 What is "Proof of Delivery"?

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

a. A status of "delivered" (or equivalent) and the date of delivery.
b. The recipient's address, showing at least the city/county or postcode (or international equivalent).

"Proof of Delivery (for intangible or virtual items or services)" means any compelling evidence to show the purchase order was fulfilled that includes but is not limited all of the following:

a. The date the item was provided;

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

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

a. Licenses for digital content, and digital goods. Where PayPal in its own discretion may make certain intangible items, licenses for digital content and/or services eligible from time to time, unless otherwise agreed in writing with PayPal, the following will always remain ineligible:

1. Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards).
2. Payments made in respect of financial products and investments.
3. Donations.

b. Items that you deliver (or are picked up) in person.
c. Transactions processed otherwise than through the buyer's PayPal account or as a PayPal guest checkout transaction. For example, if the payment was received as a direct card payment (including through Zong, PayPal Integral Evolution (where the items purchased are Intangible items, licenses for digital content, and/or services) or Virtual Terminal (if available).
d. Claims, Chargebacks and Reversals for Significantly Not as Described.
e. Items bought classified listings.
f. Disputes filed directly with PayPal in the Resolution Centre pursuant to section 14 of this Agreement.
g. Payments made in respect of gold (whether in physical form or in exchange-traded form).
h. PayPal Mass Payment transactions.

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12. Errors and Unauthorised Transactions

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

12.2 Notifying PayPal of Errors, Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument. You must notify us if you believe there has been or will be an error, unauthorised transaction, misappropriated or unauthorised use of your Payment Instrument or on your Account, telephone PayPal Customer Service at the telephone number shown on the PayPal Website(s) or, contact us using **this report form** or write to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. If you initially provide information to us via the telephone, we may require that you send your query in writing within 10 Business Days after the phone contact. Please complete the affidavit form and submit it online or mail it to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. You must give us all the information in your possession as to the circumstances of any errors, unauthorised transactions and/or misappropriated or unauthorised use of your Payment Instrument or Account and take all reasonable steps requested to assist PayPal in its investigation. We may provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Policy.

12.3 Review of Reports of Errors. Without prejudice to your statutory rights, we will advise you of the results of our investigation within 20 Business Days after we receive your notice. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 60 Days to investigate your query. If we decide that we need more time, we may provisionally re-credit your Account for the amount you think is in error within 10 Business Days after we receive your notice; so that you will have use of the E-money during the time it takes us to complete our investigation. If you initially provided information to us via the telephone and we do not receive your query in writing within 10 Business Days after your oral notice, we will not provisionally re-credit your Account.

At the end of our investigation, we will advise you of the results within 3 Business Days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit that we previously credited to you in relation to the alleged error. You may ask for copies of the documents that we used in our investigation (and this will not attract the Records Request Fee set out in Schedule 1).

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

12.5 Entitlement to a refund. You are entitled to a refund of the full amount of any payment transaction executed under an Authorisation, provided the conditions applicable to a refund according to section 4.8 have been met.

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

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

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

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13. PayPal Buyer Protection

13.1 What types of problems are covered?

a. PayPal Buyer Protection helps you with either of these problems:
    1. You did not receive the item you paid for with PayPal – "Item Not Received" ("INR")
    2. You received an item you paid for with PayPal but it is "Significantly Not as Described" ("SNAD"). Further information on what we mean by "SNAD" is set out in section 13.9.
b. If your problem is a transaction that you did not authorise (including, without limitation, a duplicate or incorrect payment when using the PayPal Location Based Payments Functionality), please report the unauthorised transaction through the PayPal Security Centre following the link "Security Center" at the bottom of the home page of the PayPal Website.

13.2 What are the eligibility requirements for PayPal Buyer Protection?

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

a. Your payment must be for an eligible item and made from your PayPal Account (see section 13.3 for further details on item eligibility);
b. Send the payment to the seller through:
    1. for INR claims relating to purchases: the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller’s PayPal checkout flow;
    2. for SNAD claims the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller's PayPal checkout flow (including, without limitation, the PayPal Location Based Payments Functionality, if used by the seller, and
c. Open a Dispute within 180 days of the date you sent the payment and follow the online dispute resolution process described below under “How do I resolve my problem?” in section 13.5.

13.3 What type of payments are eligible for re-imbursement under PayPal Buyer Protection?

Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licenses), except for the following transactions:

- purchases of real estate (including, without limitation, residential property);
- purchases of any interest in a business;
- purchases of vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats), except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards;
- payments on crowd-funding and/or crowd-lending platforms;
- purchases of custom made items (unless they are claimed to be Not Received);
- purchases of goods and services prohibited by the PayPal Acceptable Use Policy;
- purchases of industrial machinery used in manufacturing;
- purchases of office or factory equipment;
- purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards);
- purchases of goods and services using Zong, Website Payments Pro or Virtual Terminal (if available);
- Personal Transactions;
- gambling, gaming and/or any activity involving a chance to win a prize;
- payments made in respect of financial products and investments;
- payments to state-run bodies (except for state-owned enterprises) or traders acting on mandates received from state-run bodies;
- donations;
- purchases of items which you collect in person, or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be Not Received;
- payments made in respect of gold (whether in physical form or in exchange-traded form); and
- PayPal Mass Payment transactions.

PayPal may at its sole discretion automatically close any Dispute or Claim you file which PayPal has reason to suspect is not related to an eligible purchase as outlined above.

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

a. If PayPal determines a Claim in your favour, PayPal will reimburse you the full purchase price of the item and original postage costs only.
b. PayPal will not reimburse you for the shipping costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See section 13.10 for other protection you may be entitled to.

13.5 How do I resolve my problem?

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

a. **Open a Dispute**

   Open a Dispute within **180 days** of the date you made the payment for the item you would like to dispute. We may refuse to accept any Dispute that you open in relation to that item after the expiry of that period (please be aware of this if you agree a delivery time with the seller that falls after the expiry of that period).
b. **Escalate the Dispute to a Claim**

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

   You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless otherwise stated by PayPal. If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection. You are permitted to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from “Item Not Received” to “Significantly Not as Described” (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.
c. **Respond to PayPal requests for information in a timely manner**

   During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide proof of delivery, receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal may require the seller to present evidence to PayPal in a timely manner that the Payment Recipient delivered to/performed for the buyer the purchase as agreed with the buyer, even where the purchase is not eligible for PayPal Buyer Protection under section 13.3. If the seller does not present such evidence in a timely manner, PayPal may find in favour of the

buyer. If the seller presents such evidence in a timely manner, PayPal may find in favour of the seller even if the buyer claims to have not received the purchase.

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

   For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller at an address supplied to you by PayPal during the Claim process – or to PayPal - or a third party at your expense and to provide Proof of Delivery. Proof of Delivery requirements are set out in section 11.9 above. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

13.6 How is the Claim resolved?

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

13.7 Scope of coverage

Payment Recipients: As a Payment Recipient you are liable to PayPal if you lose a Claim from a buyer with a PayPal account registered anywhere in the world (whether under the PayPal Buyer Protection policy of the country of registration of that buyer's PayPal Account or otherwise). This includes, without limitation, where you sell to a buyer who is a Full Programme User and the buyer files a SNAD Claim, in which case 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.

If you lose a Significantly Not as Described Claim because there is the reasonable suspicion that the return of the item would result in a violation of existing law (for example laws related to counterfeit), you will be required to provide a full refund to the buyer and in certain cases, buyer may be asked by PayPal to return the item to the seller. In the event of having reasonable suspicions of alleged counterfeited item, PayPal reserves the right to notify the relevant national

or international Authorities and the buyer may be requested by such Authorities to provide the alleged counterfeited item making the return of the item to seller impossible.

If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available **here** and are also accessible via the "Legal" or "Legal Agreements" footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.

13.8. What if my purchase is not eligible for re-imbursement under PayPal Buyer Protection?

You may also look to resolve a problem directly with the seller by filing a dispute through the PayPal Resolution Centre. **To do so, you must file a Dispute in the PayPal Resolution Centre within 180 days of the date you sent the payment.** Once you have done so, you should attempt to resolve the Dispute directly with the seller. If your payment is not eligible under PayPal Buyer Protection, PayPal will not make a decision on the Claim.

13.9 What is Significantly Not as Described (SNAD)?

a. An item is Significantly Not as Described if it is materially different from what the last description of the item that you received from the seller before you paid for the item (which, for exclusively online purchases, shall be taken to be the seller's description of the item in the item listing). Here are some non-exhaustive examples:
    - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
    - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
    - The item was advertised as authentic but is not authentic.
    - The item is missing major parts or features that were not disclosed in the listing.
    - You purchased 3 items from a seller but received only 2.
    - The item was damaged during postage.
    - An item is not Significantly Not as Described (SNAD) if it is not materially different from the seller's description. Here are some non exhaustive examples:
        - The defect in the item was correctly described by the seller.
        - The item was correctly described but you didn't want it after you received it.
        - The item was correctly described but did not meet your expectations.
        - The item has minor scratches and was listed as used condition.

13.10 Assumption of rights.

If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment. This is known in legal terms for you to agree to "subrogate" or otherwise "assign" to PayPal your rights against the recipient and third parties

related to the payment, and agree that we may pursue those rights, benefits and remedies directly or on your behalf, in PayPal's discretion.

13.11 Relationship between PayPal Buyer Protection programs and chargebacks. Credit card chargeback rights, if they apply, may be broader than PayPal Buyer Protection. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 180 days after the payment, and may cover intangible items.

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

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

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

Please note that where you opt to resolve the issue directly with the seller:

- your right to raise a Dispute remains subject to the 180 day timeframe set out in section 13.5a. **It is your responsibility to keep track of these deadline**s; and
- if (whether as part of the seller's return policy or otherwise) the seller directs you (and you proceed) to post the item to an address that does not correspond with our record of the seller's address, we may determine that you have not posted the item back to the seller in compliance with section 13.5d.

13.12 No Double Recovery.

You may not receive a recovery, for a purchase under PayPal Buyer Protection for buyers if you additionally receive a recovery for that purchase directly from Payment Recipient or another third party.

13.13 Event tickets.

In certain cases, if you purchase a ticket or pay for the right to attend an event from a Payment Recipient who is a UK registered PayPal Account holder ("**Event**"), all monies paid by you will be held by PayPal on trust for you, so that the beneficial interest in such monies remains with you until the performance of the Event in question.

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14. Disputes with PayPal

14.1 Contact PayPal First. If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding our Services may be reported to Customer Service online via the "Email Us" link on the **"Contact Us"** page at any time, or by calling the customer support telephone number located on the PayPal Website(s).

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

a. European Consumer Centre **(ECC-Net).** You may obtain further information regarding the ECC-Net and how to contact them at (http://ec.europa.eu/consumers/redress_cons/)
b. Commission de Surveillance du Secteur Financier **(CSSF).** The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in Luxembourg. You can contact the CSSF at 283 Route d'Arlon L-1150 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: http://www.cssf.lu.or by visiting the EU's Online Dispute Resolution site at **http://ec.europa.eu/consumers/odr.**

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15. General

15.1 Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by the laws of England and Wales subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the courts of England and Wales arising out of or relating to this Agreement or the provision of our Services, without prejudice to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg. In the case that you are a consumer, please consider that instead, the competent courts shall be those of the Kingdom of Spain.

15.2 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.

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

a. In no event shall we, the other companies in our corporate group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following

types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:

1. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or
2. any loss or corruption of data; or
3. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or
4. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

b. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence or to the extent such limitation or exclusion is not permitted by applicable law.

15.4 No Warranty. We provide to you the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf subject to your statutory rights but provided without any warranty or condition, express or implied, except as specifically stated in this Agreement. PayPal does not have any control over the products or services that are paid for with our Service and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorised to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of our Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf. We shall not be liable for any delay in the failure in our provision of the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf. You acknowledge your access to the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and debit and credit cards are processed in a timely manner. **You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.**

In the event that PayPal decides to discontinue any of the PayPal services or any portion or feature of the PayPal services for any reason, PayPal will give you at least two (2) months' prior notice before discontinuing the service or feature, unless PayPal determines in its good faith judgement that: (1) such service or feature must be discontinued sooner as required by law or a third party relationship; or (2) doing so could create a security risk or substantial economic or material technical burden.

You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection

with your use of the Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

15.5 Indemnification/re-imbursement. You agree to defend, re-imburse or compensate us (known in legal terms to "indemnify") and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorised to act on our behalf (including, without limitation, our service providers) harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, your employees or agent's (or, where a third party otherwise acts on your behalf with your permission, that third party's) actions and/or inactions, breach of this Agreement, breach of any law, breach of the rights of a third party, use of your PayPal account and/or use of the Services, our infrastructure, our websites, our software and our systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf.

15.6 Complete Agreement and third party rights. This Agreement (including any Schedule) sets forth the entire understanding between you and PayPal with respect to the Service. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement (except for the PayPal Group in respect of their rights as specified in this Agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that Act.

15.7 Intellectual Property – Software Licence grant. If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded to or otherwise accessed through your computer, device, or other platform then PayPal and its licensors grant you a revocable non-exclusive, non-sublicensable, non-transferable, royalty-free and limited license to access and/or use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal's instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or

technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any other 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. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on any of our websites, software and/or in connection with the Services. If you are using the Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted Services.

15.8 Intellectual Property – Content License Grant.

a. Licenses granted by PayPal

Logo and Service identifiers: The URLs representing the PayPal Website(s), "PayPal," and all related logos of our products and services described in our Website(s) are either copyrighted by PayPal, trademarks or registered trademarks of PayPal or its licensors. In addition, all page headers, custom graphics, button icons, and scripts are either copyrighted by PayPal, service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. You, as a merchant, may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent for the sole purpose of identifying yourself on your website as a merchant who accepts payments through the Service and directing web traffic from that website to the Service but we may limit or revoke this permission at any time and for any reason in our sole discretion. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the Service or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website and any content thereon is the exclusive property of PayPal and its licensors.

b. Licenses granted by you

Your business-related intellectual property: You grant the PayPal Group the worldwide right to use and depict your business name, trademarks and logos on our website and in our mobile and web applications for the purpose of displaying information about your business and its products and services.

Your content: When providing us with content or posting content (in each case for publication, whether on- or off-line) using the Services, you grant the PayPal Group a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against the PayPal Group, its sublicensees or assignees. You represent and warrant that none of the following infringe any intellectual property right: your provision of content to us, your posting of content using the Services, and the PayPal Group's use of such content

(including of works derived from it) in connection with the Services.

15.9 Third Party Permissions.

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

b. Using licensed third-party services to access your Account information

If you permit either:

i. a third-party service provider licensed by applicable law to provide account information services ("**AIS Provider**") to access information about your Account on your behalf; or
ii. a third party card issuer to confirm whether an amount necessary for the execution of a card-based payment transaction is available on your PayPal Account,

then:

iii. this Agreement (including, without limitation, section 2.3) will still apply to you and your access to that information using the AIS Provider or card issuer; and

iv. you are liable to PayPal:
    a. for the actions that you authorise the AIS Provider or card issuer to take on your behalf; and
    b. under section 15.9.d (Your liability regarding any permissions you grant),

subject to your mandatory legal rights and section 12 (Errors and Unauthorised Transactions).

c. Using licensed third party services to initiate your payment

If you permit a third party service provider licensed by law to provide payment initiation services ("**PIS Provider**") to initiate your payment on your behalf then:

i. this Agreement (including, without limitation, sections 4.1 to 4.6 inclusive and 4.10) will still apply to you and your payment initiated by the PIS Provider; and
ii. you are liable to PayPal:
    a. for the actions that you authorise the PIS Provider to take on your behalf; and
    b. under section 15.9.d (Your liability regarding any permissions you grant),

subject to your mandatory legal rights and section 12 (Errors and Unauthorised Transactions).

d. Your liability regarding any permissions you grant.

Granting permission to any third party in any way does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted.

15.10 PayPal as Login Method. If you use PayPal as means of logging into external websites or mobile apps, we may share your login status with any third party offering this Service as a login method, as well as the personal and other Account information that you consent to being shared so that the third party can recognise you. PayPal will not give such third party access to your PayPal Account and will only make payments from your Account to that third party with your specific authorisation.

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

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

a. you are not entitled to the right to a refund for Pre-approved Payments (e.g. payment transactions initiated by a payee (i.e. a merchant) as set out in sections 4.8 and 12.5;
b. where you identify an error, unauthorised transaction and/or misappropriated or unauthorised use of your Payment Instrument or Account in accordance with sections 12.1 and 12.2 you have up to 60 days from the date of the alleged error or Improper Account Access to notify us of it, after which time we have no obligation to investigate or act upon your notification;
c. we will only accept liability for unauthorised transactions in accordance with section 12.4 where you have notified us of the Improper Account Access or error within 60 days of it.

As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Title III of PSD2 and their equivalents in any implementation of PSD2 in member states of the EU or EEA that may apply to you ("**PSD2 transpositions**"). Further, you agree that articles 72 and 89 of PSD2 and equivalent provisions in PSD2 transpositions do not apply to your use of the PayPal Service, meaning that, notwithstanding any other provision of this Agreement, we are not liable to you for the losses or damage you may suffer as a result of the matters referred to in Title III and articles 72 and 89 of PSD2 and equivalent provisions in PSD2 transpositions.

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16. Definitions

a. **“Account”** or **“PayPal Account”** means a Personal or Business Account.
b. **“Add Funds”** means the process and/or functionality available in your Account interface allowing you to initiate the addition of funds to your Balance from your bank account.
c. **“Agreement”** means this agreement including all subsequent amendments.
d. **“AIS Provider”** has the meaning given in section 15.9.b.
e. **"Authorise”** or **“Authorisation”** means you authorise a merchant or other third party to collect a payment from your Account.
f. **“Balance”** means any E-money that you have in your PayPal Account.
g. **“Bank Confirmation process”** is a verification process which PayPal may require you complete in order to lift sending, receiving, or withdrawal limits, or get Verified, involving PayPal sending two small deposits to your bank account. To complete the Bank Confirmation process you will be required to enter the details of the deposits sent to you via your Account. You can find more information about the Bank Confirmation process in the PayPal Help Centre which is located on the PayPal website. **“Bank Funded Payment”** means a payment that is fully funded using your bank account (as the case may be).
h. **"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.
i. **“Business Days”** means a day (other than a Saturday or Sunday) on which banks in Luxembourg are open for business (other than for the sole purpose of 24-hour electronic banking).
j. **“Buyer”** means a User who is buying goods and/or services and using the Services to send payment.
k. **"Calendar year"** means 1 January to 31 December inclusive in any year
l. **“Card Processing Agreement”** means the 'Commercial Entity Agreement' that commercial entities are required to enter into directly with PayPal’s payment processor(s).
m. **“Chargeback”** means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.
n. **“Claim”** means a challenge to a payment that a sender of a payment files directly with PayPal, including, without limitation, challenges filed under PayPal Buyer Protection set out in section 13.
o. **“Commercial Transaction”** has the meaning given to it at A4.1 of Schedule 1 Table of Fees.
p. **“Credit Card Withdrawal Region”** means any of the following: Italy, Luxembourg, Lithuania, Bulgaria, San Marino, Slovakia, Latvia, Romania, Cyprus, Slovenia, Estonia, Malta, Gibraltar and Liechtenstein (and such other regions which PayPal may display on its website(s) from time to time).
q. **“Cross Border**” when used for the purpose of calculating transaction fees, has the meaning given to it at A4.4 of Schedule 1 Table of Fees.

r. **“Customer Service”** is PayPal’s customer support which can be accessed online through the via the “Email Us” link on the **"Contact Us"** page at any time, or by calling the customer service number located on the PayPal Website(s).
s. **"data controller"** (or simply "**controller**" for the purpose of section 5.7 only), "**data processor**" (or simply "processor" for the purpose of section 5.7 only) and "**data subject**" have the meanings given to those terms under the Data Protection Laws.
t. **“Data Protection Laws”** means EU Directive 95/46/EC or Regulation (EU) 2016/679 (the latter being commonly known as the EU General Data Protection Regulation) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the PayPal Services, such as PayPal’s internal Binding Corporate Rules.
u. **“Days”** means calendar days.
v. **“Default Funding Sources”** means, where you have not selected a Preferred Funding Source, the Funding Sources used in the order set out in section 3.7.
w. **“Dispute”** means a dispute filed directly with PayPal in the **Resolution Centre** pursuant to section 14 of this Agreement.
x. **“Domestic”** when used for the purpose of calculating transaction fees, has the meaning given to it at A4.3 of Schedule 1 Table of Fees.
y. **“eBay”** means eBay Inc. and its affiliates (as the case may be).
z. **“E-money”** means monetary value, as represented as a claim on PayPal, which is stored on an electronic device, issued on receipt of funds, and accepted as a means of payment by persons other than PayPal. The terms “E-money”, “money” and “funds” are used interchangeably in this Agreement. Further, a reference to a payment made by via the Services refers to an E-money payment.
aa. **“Europe I**” has the meaning given to it at A4.4 of Schedule 1 Table of Fees.
bb. **“Europe II**” has the meaning given to it at A4.4 of Schedule 1 Table of Fees**.**
cc. **“European Economic Area”** or **“EEA”** means the countries in the European Union plus Iceland, Norway and Liechtenstein.
dd. “**Event**” has the meaning given in section 13.13.
ee. **“Expanded Use Programme”** is a verification process which involves PayPal charging you a Card Confirmation Fee to your credit card. You must then log into your Account and enter the four-digit number which will appear on your credit card statement and which is associated with the Card Confirmation Fee (see Schedule 1).
ff. **“Fees”** means those amounts stated in Schedule 1 of this Agreement.
gg. **“Funding Source”** means the external payment method used to automatically obtain E-money in your Balance for payment transactions using PayPal. The following payment methods may be used to fund Balance for a payment transaction: Bank Account, Instant Transfer, credit or debit card (including, in certain cases, pre-paid card).
hh. **“Improper Account Access”** has the meaning given to it at section 12.1.
ii. **“Information”** means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, post/shipping address, phone number and financial information.
jj. **“Instant Transfer”** means a payment funded from the sender’s bank account in which PayPal credits the recipient instantly.

kk. **“Mass Payments”** (alternatively known as “Payouts”) means the functionality that enables multiple payments to be sent at the same time. Receipt by us of a Mass Payments batch file from you is, subject to section 4.1, receipt of your Payment Order for the purpose of this Agreement.

ll. **“Merchant Processing Delay”** means a delay between the time you Authorise a payment and the merchant processes your payment.

mm. **“Micro-Enterprise”** means an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million Euros.

nn. **“Northern Europe”** has the meaning given to it at A4.4 of Schedule 1 Table of Fees.

oo. **“NSF Risk”** means the risk that a bank may reverse a bank funded payment due to the reason that there were insufficient funds in the bank account to make the payment.

pp. **“Payment Account”** has the meaning given to it at the introduction of this Agreement.

qq. **"personal data"** has the meaning given to it under the Data Protection Laws.

rr. **“PayPal Buyer Protection”** means the PayPal Buyer Protection programme as described in section 13.

ss. **“PayPal Location Based Payments Functionality**” means the PayPal POS Functionality within the PayPal Mobile App that enables a User to pay another User (typically a merchant) for goods and services at a physical point of sale (for example, in store), by which the paying User selects and thereby Authorises the other User (i.e. the merchant) to receive a payment.

tt. “**PayPal Mobile App**” means the application on a mobile device that enables a User to carry out certain PayPal Account transactions using that mobile device.

uu. “**PayPal POS Functionality**” means any functionality provided by PayPal used exclusively at a physical point of sale that enables a User to receive payment for goods and services in that User’s PayPal account.

vv. **"PayPal Mobile Text to Buy"** is a service that allows you to send and receive payments and review your Balance via your mobile phone as further described in section 3.13.

ww. **“Payment Instrument”** means any or all of the procedures, instructions or requirements which are set out in the PayPal website(s) and which allow Users to access and/or use the PayPal Service.

xx. **“Payment Order”** means an instruction validly made by you to us requesting the execution of a payment transaction.

yy. “**Payment Recipient**” has the meaning given to it in section 11.1.

zz. **"Payment Review"** means the process described in section 4 of this Agreement.

aaa. **“PayPal,” “we,” “us”** or **“our”** means PayPal (Europe) S.à.r.l. et Cie, S.C.A. with registered head office at 22-24 Boulevard Royal L-2449, Luxembourg and includes its successors and any person to whom it has assigned it rights under this Agreement.

bbb. **“PayPal Group**” means PayPal Holdings Inc., and its subsidiaries and subsidiary undertakings and affiliates (which includes, without limitation, PayPal) as the case may be.

ccc. **“PayPal Mobile”** is a service that allows you to send and receive payments and review your Balance via your mobile phone.

ddd. **“PayPal Website(s)”** means any URL, such as **www.paypal.es**, that we provide the Services to you.

eee. **“Personal Account”** means an Account used primarily for personal, family, or household purposes.

fff. **“Personal Transaction”** has the meaning given to it at A4.2 of Schedule 1 Table of Fees.

ggg. **“PIS Provider”** has the meaning given in section 15.9.c.

hhh. **“Policy,”** or **“Policies”** means any Policy or other agreement between you and PayPal that you entered into on the PayPal Website(s), or in connection with your use of the Services.

iii. **"Policy Update”** means a prior notice of Changes which PayPal may make available to you in writing.

jjj. **“Pre-approved Payment”** means a payment made by you using the Service on the basis of a Payment Order received by PayPal from you via an third party Authorised by you (for example, a store or other trader you intend to pay for your purchase). This type of payment is also known as an Automatic Payment.

kkk. **“Preferred Funding Source”** means a Funding Source that you select to fund a payment instead of using the Default Funding Sources.

lll. **“processing”** (and its derivative terms) for the purpose of section 5.7 only has the meaning given to it under the Data Protection Laws.

mmm. **“PSD2”** has the meaning given to it in the second paragraph of this Agreement.

nnn. **“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.

ooo. **“Reserve Account”** has the meaning given to it in the introduction to this Agreement.

ppp. **“Resolution Centre”** means the PayPal Resolution Centre which can be accessed via the “My Account” tab when you are logged into your Account or by any other means as PayPal may from time to time make available.

qqq. **“Restricted Activities”** means those activities described in section 9 of this Agreement.

rrr. **“Reversal”** means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) removed from your Balance for any reason (other than a Chargeback or Claim pursuant to PayPal Buyer Protection), including, without limitation, where (i) the payment violates our Acceptable Use Policy, or we reasonably suspect that the payment violates our Acceptable Use Policy or (ii) the payment amount was not authorized by the sender with the relevant third party in connection with a valid third party initiated payment authorization (see section 4.8); or (iii) the payment was funded by a bank transfer that was subsequently reversed by the bank for any reason; and/or (c) has been categorised by PayPal’s internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term “**Reversed**” shall be construed accordingly.

sss. **“seller”** and **“merchant”** are used interchangeably and mean a User who is selling goods and/or services and using the Services to receive payment.

ttt. **“Send Money”** means your ability to send money though the Service.

uuu. **“Services”** means all products, services, content, features, technologies or functions offered by PayPal and all related sites, applications, and services

vvv. **“Significantly Not as Described”** means the definition provided in section 13.9 of this Agreement.

www. **"Special Funding Arrangements"** has the meaning given to it in section 3.5.

xxx. **"Transaction Risk"** means the risk of PayPal's position being adversely affected with respect to any liability of yours to PayPal or any third party relating to any Commercial Transaction payment (including, without limitation, (i) the risk relating to any Dispute, Claim, Chargeback, Reversal, fees, fines or penalties, (ii) the risk of a seller not performing a contract with its buyers, (iii) a risk that arises if you sell an item that you do not immediately deliver upon receipt of payment and (iv) any other liability incurred by PayPal (or any third party) related to the payment in question), in each case whether actual, anticipated by PayPal or believed by PayPal to exist. Transaction Risk includes, without limitation, (a) in the case of event or concert ticket sales, the risk that exists until the event or concert has taken place and, (b) in the case of transactions relating to travel, the risk that exists until the travel-related goods and services have been provided. You may be notified from time to time about other specific circumstances where Transaction Risk arises (or is deemed to have arisen) for the purpose of this Agreement.

yyy. **"Unauthorized Payment"** means a challenge from a buyer claiming that he or she did not make the payment, and that the person who made the payment was not authorized.

zzz. **"Unique Identifier"** means (1) for the purpose of sending a PayPal payment: the e-mail address, mobile phone number or other identifier we may notify to you which is registered to a PayPal account in good standing; or (2) for withdrawing funds from your Account: your bank account (e.g. IBAN or Sort Code and bank account number) or credit card identification details (e.g. card number and CVV2 Code).

aaaa. **"User," "you"** or **"your"** means you and any other person or entity entering into this Agreement with us or using the Service.

bbbb. **"Verified"** means that you have completed our verification process in order to help establish your identity with PayPal.

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Schedule 1. Table of Fees

You agree that we may deduct our Fees from the amounts we transfer but before those funds are credited to your Account.

When you send or receive a payment, Fees apply depending on:

- the type of transaction the payment relates to (whether a Commercial Transaction, Personal Transaction or otherwise); and
- whether that payment is Cross Border or Domestic and/or which funding source is used fund the payment.

Fees apply for other account activity or events as outlined in this Agreement.

See the **Glossary at A4 of this Schedule 1** for further reference.

Quoted Fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services.

We will provide you with the details of the amounts you receive and our charges either by e-mail or in your transaction history (which you can access by logging into your Account). Unless it is proven that we have made a mistake, all fees are payable by you without set off or other deductions. We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

A1 Personal Transaction payment Fees
Note that the sender pays the Fee. Please see A4.2.3 of this Schedule 1 for more information.

The Personal Transaction Fee will be shown at the time of payment.

Where there is stated to be a percentage-based Fee and/or Fixed Fee component, please refer to A4.5, A4.6 and A4.7 of this Schedule 1 for more details.

A1.1 Domestic Personal Transaction payment Fees

Activity	**Fee for the portion of the payment amount sent from:** **- existing Balance; or** **- Balance automatically obtained for the payment from bank account**	**Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all other Funding Sources**
Sending a Domestic Personal Transaction payment from your Balance	Free (when no currency conversion is involved)	Free *when sent in EUR or SEK, all other currencies: 3.4% + Fixed Fee (charged in the currency in which your payment is received)*

A1.2 Cross-Border Personal Transaction payment Fees

To determine the Fee for a Cross Border Personal Transaction payment sent to a user in a specific country please follow the steps below.

Step 1. Find the country in which the recipient's registered address is located. **See A4.4 of this Schedule for further reference. Ask the recipient if you are not sure** (second column).

Step 2. Find the applicable Personal Transaction payment Fee (and, where applicable, the Additional Personal Transaction payment Fee) (third and fourth columns).

Activity	**Country of recipient's Account**	**Personal Transaction payment Fee** ^ ^^	**Additional Personal Transaction payment Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all Funding Sources other than bank account** ^
Sending a Cross Border Personal Transaction payment from your Balance	US, Canada, Northern Europe, Europe I, Europe II	1.99 EUR	3.4% + Fixed Fee (charged in the currency in which your payment is received)
	Any other country^^	3.99 EUR	

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

^Subject to service availability for the recipient registered in the given country.

^^ If the payment is received in a different currency, this fee will be converted into and payable in the received currency (for which our Currency Conversion Fee applies) in line with A4.7 of this Schedule 1 below.

A2. Commercial Transaction payment Fees

Where there is stated to be a Fixed Fee component, please refer to A4.6 of this Schedule 1 for more details.

Activity or Event	**Fee**
A2.1 Sending (Buying)	Free (when no currency conversion is involved)

A2.2 Receiving Domestic payments (Selling)

A2.2.1 Standard rates:

3.4% + Fixed Fee

A2.2.2 Merchant rate (Subject to application and pre-approval by PayPal. Evaluated on a case-by-case basis, including, without limitation on the following criteria: qualifying monthly sales volume, size of average shopping cart and an account in good standing.):

Tier	Aggregate monetary amount of Commercial Transaction payments received in the previous calendar month	Fee per payment
1	€0.00 - €2,500.00	3.4% + Fixed Fee
2	€2,500.01 - €10,000.00	2.9% + Fixed Fee
3	€10,000.01 - €50,000.00	2.7% + Fixed Fee
4	€50,000.01 - €100,000.00	2.4% + Fixed Fee
5	above €100,000.00	1.9% + Fixed Fee

A2.3 Receiving Cross-Border payments(Selling)

The Fee for Receiving Domestic Commercial Transaction payments applies plus an additional percentage-based Cross Border Fee as set out in the table below (depending on the sender's country).

Sender's country	Cross Border Fee
Northern Europe	0.4%
Europe I	0.5%
Europe II / US / Canada	1.0%
Rest of World	2.0%

Note: Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments for the purpose of applying Fees.

A3 Other Fees

<table>
<tr><th>Activity or Event</th><th>Fee</th></tr>
<tr><td>A3.1 Currency Conversion</td><td>
A3.1.1 For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction (“In Account”) (converting balances to other currencies before withdrawal for example), as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:

2.5% above the Base Exchange Rate

A3.1.2 For all other transactions involving a currency conversion and for which the seller has not agreed to bear the conversion fee:

Between 3.0% and 4.0% above the Base Exchange Rate depending on the currency into which the relevant amount is converted (please refer to the table below).
<table>
<tr><td>Currency and Code</td><td>Currency Conversion Fee</td></tr>
<tr><td>Australian Dollar (AUD):</td><td>4.0%</td></tr>
<tr><td>Brazilian Real (BRL):</td><td>4.0%</td></tr>
<tr><td>Canadian Dollar (CAD):</td><td>3.0%</td></tr>
<tr><td>Czech Koruna (CZK):</td><td>3.5%</td></tr>
<tr><td>Danish Krone (DKK):</td><td>3.5%</td></tr>
<tr><td>Euro (EUR):</td><td>3.5%</td></tr>
<tr><td>Hong Kong Dollar (HKD):</td><td>4.0%</td></tr>
<tr><td>Hungarian Forint (HUF):</td><td>3.5%</td></tr>
<tr><td>Israeli Shekel (ILS):</td><td>4.0%</td></tr>
<tr><td>Japanese Yen (JPY):</td><td>4.0%</td></tr>
<tr><td>Malaysian Ringgit (MYR):</td><td>4.0%</td></tr>
<tr><td>Mexican Peso (MXN):</td><td>4.0%</td></tr>
<tr><td>New Zealand Dollar (NZD):</td><td>4.0%</td></tr>
<tr><td>Norwegian Krone (NOK):</td><td>3.5%</td></tr>
</table>
</td></tr>
</table>

	Philippine Peso (PHP): 4.0% Polish Zloty (PLN): 3.5% Russian Ruble (RUB) 3.5% Singapore Dollar (SGD): 4.0% Swedish Krona (SEK): 3.5% Swiss Franc (CHF): 3.5% Taiwan New Dollar (TWD): 4.0% Thai Baht (THB): 4.0% U.K. Pounds Sterling (GBP): 3.5% U.S. Dollar (USD): 3.0%
A3.2 Withdrawing your Balance	**Withdrawal to a bank account: free**
A3.3 Chargebacks	To cover the cost of processing Chargebacks, PayPal assesses a settlement fee to sellers for credit and debit card payment chargebacks. (A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer). This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme. The Chargeback Fee is as follows and is based on the currency received as follows: Australian Dollar: 22.00 AUD Brazilian Real: 35.00 BRL Canadian Dollar: 20.00 CAD Czech Koruna: 400.00 CZK Danish Krone: 120.00 DKK Euro: 16 EUR Hong Kong Dollar: 155.00 HKD Hungarian Forint: 4325 HUF Israeli Shekel: 75.00 ILS Indian Rupee: 950.00 INR Japanese Yen: 1,875 JPY Malaysian Ringgit: 65.00 MYR Mexican Peso: 250.00 MXN

	<table><tr><td>New Zealand Dollar:</td><td>28.00 NZD</td></tr><tr><td>Norwegian Krone:</td><td>125.00 NOK</td></tr><tr><td>Philippine Peso:</td><td>900.00 PHP</td></tr><tr><td>Polish Zloty:</td><td>65.00 PLN</td></tr><tr><td>Russian Ruble</td><td>640.00 RUB</td></tr><tr><td>Singapore Dollar:</td><td>28.00 SGD</td></tr><tr><td>Swedish Krona:</td><td>150.00 SEK</td></tr><tr><td>Swiss Franc:</td><td>22.00 CHF</td></tr><tr><td>Taiwan New Dollar:</td><td>625.00 TWD</td></tr><tr><td>Thai Baht:</td><td>650.00 THB</td></tr><tr><td>U.K. Pounds Sterling:</td><td>14.00 GBP</td></tr><tr><td>U.S. Dollar:</td><td>20.00 USD</td></tr></table>
A3.4 Commercial Transaction Refunds	**A3.4.1 Full refunds** If you fully refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee. Your buyer's Account will be credited with the full Commercial Transaction payment amount. We will debit from your Account the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee. **A3.4.2 Partial Refunds** If you issue a partial refund of a Commercial Transaction payment, we will retain a pro-rated share of the Fixed Fee portion of the Commercial Transaction fee. Your buyer's account will be credited with the amount you specify to be refunded to your buyer. We will debit from your account the pro-rated share of the amount initially credited to your account in connection with the Commercial Transaction payment and the pro-rated share of the fixed fee portion of the Commercial Transaction fee.
A3.5 Sending Payments through PayPal Mass Payments	**A3.5.1 Fee**

2% of total payment amount

A3.5.2 Domestic PayPal Mass Payment transaction Fee cap

A maximum fee cap per payment applies as follows for Domestic Transactions, (based on payment currency):

Australian Dollar:	16.00 AUD
Brazilian Real:	24.00 BRL
Canadian Dollar:	14.00 CAD
Czech Koruna:	280.00 CZK
Danish Krone:	84.00 DKK
Euro:	12.00 EUR
Hong Kong Dollar:	110.00 HKD
Hungarian Forint:	3080 HUF
Israeli Shekel:	50.00 ILS
Japanese Yen:	1200 JPY
Malaysian Ringgit:	50 MYR
Mexican Peso:	170.00 MXN
New Zealand Dollar:	20.00 NZD
Norwegian Krone:	90.00 NOK
Philippine Peso:	640.00 PHP
Polish Zloty:	46.00 PLN
Russian Ruble	480.00 RUB
Singapore Dollar:	20.00 SGD
Swedish Krona:	100.00 SEK
Swiss Franc:	16.00 CHF
Taiwan New Dollar:	440.00 TWD
Thai Baht:	460.00 THB
U.K. Pounds Sterling:	10.00 GBP
U.S. Dollar:	14.00 USD

A3.5.3 Fee cap for other PayPal Mass Payment transactions
A maximum fee cap per payment applies as follows for all other transactions (based on payment currency):

	<table><tr><td>Australian Dollar:</td><td>100.00 AUD</td></tr><tr><td>Brazilian Real:</td><td>150.00 BRL</td></tr><tr><td>Canadian Dollar:</td><td>90.00 CAD</td></tr><tr><td>Czech Koruna:</td><td>1700.00 CZK</td></tr><tr><td>Danish Krone:</td><td>500.00 DKK</td></tr><tr><td>Euro:</td><td>70.00 EUR</td></tr><tr><td>Hong Kong Dollar:</td><td>660.00 HKD</td></tr><tr><td>Hungarian Forint:</td><td>18500 HUF</td></tr><tr><td>Israeli Shekel:</td><td>320.00 ILS</td></tr><tr><td>Japanese Yen:</td><td>8000 JPY</td></tr><tr><td>Malaysian Ringgit:</td><td>300.00 MYR</td></tr><tr><td>Mexican Peso:</td><td>1080.00 MXN</td></tr><tr><td>New Zealand Dollar:</td><td>120.00 NZD</td></tr><tr><td>Norwegian Krone:</td><td>540.00 NOK</td></tr><tr><td>Philippine Peso:</td><td>3800 PHP</td></tr><tr><td>Polish Zloty:</td><td>280.00 PLN</td></tr><tr><td>Russian Ruble</td><td>2800.00 RUB</td></tr><tr><td>Singapore Dollar:</td><td>120.00 SGD</td></tr><tr><td>Swedish Krona:</td><td>640.00 SEK</td></tr><tr><td>Swiss Franc:</td><td>100.00 CHF</td></tr><tr><td>Taiwan New Dollar:</td><td>2700 TWD</td></tr><tr><td>Thai Baht:</td><td>2800.00 THB</td></tr><tr><td>U.K. Pounds Sterling:</td><td>60.00 GBP</td></tr><tr><td>U.S. Dollar:</td><td>90.00 USD</td></tr></table> **Note:** For cross border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA the Domestic Transaction cap will apply.
A3.6 Credit Card and Debit Card Link and Confirmation (verifying credit or debit card details).	Some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee. Depending on currency

<table>
<tr><td></td><td>1.00 GBP, 1.50 EUR, 1.95 USD, 2.45 CAD, 200 JPY, 2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 60 RUB, 400 HUF, 50.00 CZK, 3.00 SGD, 15.00 HKD, 3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 20.00 MXN or 8.00 ILS.

This amount will be refunded when you successfully complete the credit card or debit card verification process.</td></tr>
<tr><td>A3.7 Records Request</td><td>12 EUR (per item)

This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</td></tr>
<tr><td>A3.8 Bank Return on Withdrawal</td><td>The following Fee is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.

3 EUR</td></tr>
<tr><td>A3.9 Reversal or failed direct debit payment (according to Section 10.1).</td><td>The Fee is based on our losses in such case. You remain entitled to demonstrate that our losses were below the amount of the Fee.

3 EUR</td></tr>
<tr><td>A3.10 Charity Pricing</td><td>Subject to application and pre-approval by PayPal

A3.10.1 Domestic rate for Charities
1.9% + Charity Fixed Fee per each payment transaction.

A3.10.2 Charity Fixed Fee
Depending on the payment currency received:

<table>
<tr><td>Australian Dollar:</td><td>0.30 AUD</td></tr>
<tr><td>Brazilian Real:</td><td>0.40 BRL</td></tr>
<tr><td>Canadian Dollar:</td><td>0.30 CAD</td></tr>
<tr><td>Czech Koruna:</td><td>10.00 CZK</td></tr>
<tr><td>Danish Krone:</td><td>2.60 DKK</td></tr>
<tr><td>Euro:</td><td>0.35 EUR</td></tr>
</table>
</td></tr>
</table>

	Hong Kong Dollar: 2.35 HKD Hungarian Forint: 90 HUF Israeli Shekel: 1.20 ILS Japanese Yen: 40 JPY Malaysian Ringgit: 2 MYR Mexican Peso: 4.00 MXN New Zealand Dollar: 0.45 NZD Norwegian Krone: 2.80 NOK Philippine Peso: 15.00 PHP Polish Zloty: 1.35 PLN Russian Ruble 10.00 RUB Singapore Dollar: 0.50 SGD Swedish Krona: 3.25 SEK Swiss Franc: 0.55 CHF Taiwan New Dollar: 10.00 TWD Thai Baht: 11.00 THB U.K. Pounds Sterling: 0.20 GBP U.S. Dollar: 0.30 USD A3.10.3 Cross Border rate for Charities: The Cross Border Fee for Charity Pricing is the same as the Fee for Receiving Cross Border Commercial Transaction payments. **Note**: For Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.
A3.11 Receiving eCheques	A maximum fee cap per eCheque payment (based on the currency received) applies as follows: Australian Dollar: 50.00 AUD Brazilian Real: 75.00 BRL Canadian Dollar: 45.00 CAD Czech Koruna: 850.00 CZK Danish Krone: 250.00 DKK Euro: 35.00 EUR

Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160.00 ILS
Indian Rupee:	2000 INR
Japanese Yen:	4000 JPY
Malaysian Ringgit	150.00 MYR
Mexican Peso:	540.00 MXN
New Zealand Dollar:	60.00 NZD
Norwegian Krone:	270.00 NOK
Philippine Peso:	1900.00 PHP
Polish Zloty:	140.00 PLN
Russian Ruble:	1400.00 RUB
Singapore Dollar:	60.00 SGD
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1350.00 TWD
Thai Baht:	1400.00 THB
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

A3.12 Receiving Micropayments	Based on application and pre-approval by PayPal, you may upgrade an existing account to receive the Micropayment rate – please **contact us** if you want to do that. This rate will apply to all **Commercial Transaction** payments received in your PayPal account. **A3.12.1 Domestic Micropayments Fee** 5% + Micropayments Fixed Fee

A3.12.2 Cross Border Micropayments Fee

6% + Micropayments Fixed Fee

A3.12.3 Micropayments Fixed Fee

As specified by the currency received.

Australian Dollar:	0.05 AUD
Brazilian Real:	0.10 BRL
Canadian Dollar:	0.05 CAD
Czech Koruna:	1.67 CZK
Danish Krone:	0.43 DKK
Euro:	0.05 EUR
Hong Kong Dollar:	0.39 HKD
Hungarian Forint:	15 HUF
Israeli Shekel:	0.20 ILS
Japanese Yen:	7 JPY
Malaysian Ringgit	0.20 MYR
Mexican Peso:	0.55 MXN
New Zealand Dollar:	0.08 NZD
Norwegian Krone:	0.47 NOK
Philippine Peso:	2.50 PHP
Polish Zloty:	0.23 PLN
Russian Ruble:	2.00 RUB
Singapore Dollar:	0.08 SGD
Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
Taiwan New Dollar:	2 TWD
Thai Baht:	1.80 THB

	U.K. Pounds Sterling:	0.05 GBP
	U.S. Dollar:	0.05 USD

Note: For Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.

A4. Glossary

A4.1 A "**Commercial Transaction**" payment involves buying and selling goods and services, making any other commercial transaction or receiving payments when you “request money” using PayPal.

A4.2 A "**Personal Transaction**" payment involves sending money (initiated from the “Friends and Family” tab of the “Send Money” flow) to, and receiving money into your PayPal Account from, friends and family without making an underlying commercial transaction (that is, the payment is not for the purchase of goods or services or for making any other commercial transaction).

If you are making a commercial transaction (for instance selling goods or services), you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. Please also note that:

A4.2.1 you cannot send money for a Personal Transaction from some countries (including China and (in some cases) Germany);

A4.2.2 Brazilian and Indian registered Accounts may neither send nor receive Personal Transaction payments. This means that you cannot send Personal Transaction payments to Brazilian or Indian registered Accounts; and

A4.2.3 **the sender pays the Fee**

A4.3 A "**Domestic**" payment occurs when both the sender and receiver are registered with PayPal as resident in the same country.

A4.4 A “**Cross Border**” payment occurs when the sender and receiver are registered with PayPal as resident in different countries. Certain countries are grouped together as follows for ease of reference when calculating Cross Border payment Fees:

Group Name	Countries
Northern Europe	Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.
Europe I	Austria, Belgium, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany , Gibraltar, Greece, Ireland, Isle of Man, Italy , Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom, Vatican City State.
Europe II	Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Ukraine.

A4.5 **Percentage-based fees** (such as 3.4%) refer to an amount equal to that percentage of the payment amount, which (unless otherwise stated) is charged in the currency in which the payment is received.

A4.6 **Fixed Fees for Commercial Transaction payments and Personal Transaction payments (unless otherwise stated)** are based on the currency in which the payment is received, as follows:

Currency:	Fee:	Currency:	Fee:
Australian Dollar:	0.30 AUD	New Zealand Dollar:	0.45 NZD
Brazilian Real:	0.60 BRL (0.40 BRL for commercial transaction payments)	Norwegian Krone:	2.80 NOK
Canadian Dollar:	0.30 CAD	Philippine Peso:	15.00 PHP
Czech Koruna:	10.00 CZK	Polish Zloty:	1.35 PLN
Danish Kroner:	2.60 DKK	Russian Ruble:	10.00 RUB
Euro:	0.35 EUR	Singapore Dollar:	0.50 SGD
Hong Kong Dollar:	2.35 HKD	Swedish Krona:	3.25 SEK
Hungarian Forint:	90.00 HUF	Swiss Franc:	0.55 CHF
Israeli New Shekel:	1.20 ILS	New Taiwan Dollar:	10.00 TWD

Japanese Yen:	40.00 JPY	Thai Baht:	11.00 THB
Malaysian Ringgit:	2.00 MYR	U.K. Pounds Sterling:	0.20 GBP
Mexican Peso:	4.00 MXN	U.S. Dollar:	0.30 USD

A4.7 **Fees charged in different currencies for sending payments:** Some Fees are payable by you to PayPal in currencies that are different than the currency of the Balance(s) from which you send the payment amount. In such a case, we will perform a currency conversion (pursuant to section 8.2, for which we will charge you a Currency Conversion Fee as set out in section A3.1 of Schedule 1) from the currency of each relevant initial Balance into the currency in which the Fee is payable and we will collect your Fees from the converted Balance.

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