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## Policy Updates

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### Notice of Amendment to PayPal Legal Agreements

Issued: Feb 28, 2018 (for Effective Dates see each individual agreement below)

#### **Please read this document.**

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Dates shown below.

Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (<https://www.paypal.com/it/cgi-bin/?&cmd=close-account>) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

#### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online.

#### **It's easier**

PayPal is the preferred web payment method in Italy because it's a smarter, savvier way to pay online in just a few clicks. All you need is

your email address and a password.

Please review the current [Legal Agreements](#) in effect.

## Notice of amendment to the PayPal User Agreement.

Effective Date: February 28, 2018

### 1. Notice of the new Preferred Funding Source framework for Users with registered addresses in Italy

This notice is made in accordance with section 3.6 of the PayPal User Agreement.

With effect on and from February 28, 2018, if you are a User with your registered address in Italy, 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 the terms of the PayPal User Agreement. Section 3.6 of the PayPal User Agreement has been amended accordingly.

## Notice of amendment to the PayPal User Agreement.

Effective Date: May 25, 2018

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

### 1. Control and protection of personal data

When you use PayPal’s services to receive payments from your customers, both you and PayPal will be using the personal data of those customers. We have amended section 5.7 to outline PayPal’s and your agreed respective positions at law (and your obligations) regarding the use of personal data of your customers and other individuals in connection with your use of PayPal’s services. Section 5.7 now reads as follows (with added wording underlined):

***“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 PayPal and the Merchant in connection with this Agreement, PayPal and the Merchant will respectively each be a controller in respect of such processing. PayPal and the Merchant agree to comply with the requirements of the Data Protection Laws applicable to controllers in respect of the provision of their respective 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, PayPal and the Merchant 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; and
- c. not knowingly do anything or permit anything to be done which might lead to a breach 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.”*

## **2. Holds according to your instructions**

We have added a new section 5.8 headed “**Holds according to your instructions**” to outline what happens when you use PayPal functionality that allows you (whether directly or via someone you permit to act on your behalf, like an online marketplace platform on which you transact as a seller) to instruct PayPal to hold your funds for a certain period of time. New section 5.8 reads as follows:

“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.”

### 3. Examples of items/transactions/cases that are not eligible for PayPal seller protection

We have amended section 11.10c (root section 11.10 headed “What are examples of items/transactions/cases that are not eligible for PayPal seller protection?”) to clarify that all transactions processed otherwise than through the buyer’s PayPal account or as a PayPal guest checkout transaction are not eligible for coverage under PayPal seller protection. Section 11.10c (presented in context with the root clause) now reads as follows (with added/amended wording underlined):

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

***...***

***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 or Virtual Terminal (if available)), then it is not eligible for coverage.***

### 4. Fees - Personal Transaction payment Fees

We have made amendments to:

- Section A1 of Schedule 1, which outlines how Fees relating to Personal Transaction payments are calculated; and
- Section A4 of Schedule 1 (Glossary),

which:

- a. outline that only the sender (not the recipient) now pays the Personal Transaction payment Fees;
- b. clarify the Fees charged for sending a Domestic Personal Transaction payment from Balance automatically obtained from a pre-paid card;
- c. clarify how we calculate and collect from you Fees charged in different currencies when you send a payment; and
- d. introduce a new Fee framework for sending Cross Border Personal Transaction payments, under which you will pay to PayPal:
  - a fixed Personal Transaction payment Fee depending on the country of the recipient’s Account; and
  - for the portion of the payment amount sent from Balance automatically obtained for the payment from all Funding Sources other than bank account, an additional Personal Transaction payment Fee of 3.4% plus Fixed Fee (charged in the currency in which your payment is received).

Sections A1 and A4 of Schedule 1 now read as follows (with added wording underlined):

**“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 payment 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**

| <b><u>Activity</u></b>  | <b><u>Fee for the portion of the payment amount sent from:</u><br/><u>- existing Balance; or</u><br/><u>- Balance automatically obtained for the payment from bank account.</u></b> | <b><u>Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all other Funding Sources.</u></b> |
|---|---|--|
| <b><u>Sending a Domestic Personal Transaction payment from your Balance</u></b> | <i>Free (when no currency conversion is involved)</i>   | <i>3.4% + Fixed Fee (charged in the currency in which your payment is received)</i>  |

**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 1 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).*

| <u>Activity</u>  | <u>Country of recipient's Account</u>                   | <u>Personal Transaction payment Fee</u><br><u>^</u><br><u>^^</u> | <u>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 ^</u> |
|--|---|--|--|
| <u>Sending a Cross Border Personal Transaction payment from your Balance</u> | <u>US, Canada, Northern Europe, Europe I, Europe II</u> | <u>1.99 EUR</u>  | <u>3.4% + Fixed Fee (charged in the currency in which your payment is received)</u>  |
|  | <u>Any other country^^</u>                              | <u>3.99 EUR</u>  |  |

**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.

...

#### **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  | 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.”*

## 5. Other changes

Sections of the PayPal User Agreement have been amended:

- to clarify and reorganise existing wording, including the following existing sections:

| Section   | Amendment  |
|---|--|
| <ul style="list-style-type: none"> <li><b>4.10 Sending E-money in Multiple Currencies.</b></li> </ul> | This section is now headed “Sending E-money in different currencies” and is amended to clarify further how payments may be sent in different currencies.   |
| <ul style="list-style-type: none"> <li><b>5.5 Receiving Money in Multiple Currencies.</b></li> </ul>  | This section is now headed “Receiving Money in different currencies”.  |
| <ul style="list-style-type: none"> <li><b>16 Definitions</b></li> </ul>                               | <p>This section is amended to:</p> <ul style="list-style-type: none"> <li>clarify the definition of “<i>Funding Source</i>” (including a clarification that a pre-paid card can count as a Funding Source in certain cases) and “<i>European Economic Area</i>”/“EEA”; and</li> <li>introduce the following new defined terms: <i>data controller, controller, data processor, processor, data subject, Data Protection Laws, personal data and processing.</i></li> </ul> |

and

- correct minor typographical errors.

## Notice of amendment to the PayPal Privacy Policy

Effective Date: May 25, 2018

You can find the amended PayPal Privacy Policy by clicking [here](#), or you may access it via the link provided at the top of the current Privacy Policy, which can be found by clicking the 'Privacy' footer on most PayPal site pages or clicking [here](#).

We updated our disclosure of privacy practices in an updated Privacy Policy and reworded some content to make our practices easier to understand. This updated Privacy Policy will replace our current Privacy Policy for PayPal Services and explains the personal data we collect, how we use it, and the choices and controls you have across our various services. The updated Privacy Policy brings PayPal privacy practices in line with the EU General Data Protection Regulation.

We encourage you to familiarise yourself with the updated Privacy Policy. If you object to the updated Privacy Policy, you may close your account before May 25, 2018.