



User Agreement for PayPal Service

Last Update: Nov 18, 2013

This Agreement contains sixteen 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 capitalized terms have specific definitions in Section 15. 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, Merchant Referral Bonus 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. 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 PayPal Services.

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).

By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement (including the Policy Updates referred to above). This Agreement is provided to you and concluded in French. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

IMPORTANT

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 PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

Please note the following risks and key terms applicable to your use of the PayPal 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 has 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 every page 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-imbursment 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 10.2h) 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 10.7 (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 eCheque, an Add funds or a Top-up bank transfer payment (see section 3.7)
- Merchant processing delay (see section 3.9)
- Reserve (see section 10.4)
- Payment review (see section 4.3)
- Payment Hold or eBay Item Hold (see section 10.5 and 10.6)
- Restricted Activity and actions taken by PayPal (see section 9 and 10)

Disputes

If you wish to open a Dispute through PayPal's Online Resolution Centre you must do so within 45 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 3.1 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 licenced 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 service in the sense of the Law, you are not protected by the Luxembourg deposit guarantee schemes provided by the *Association pour la Garantie des Dépôts Luxembourg* (AGDL). 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 Intellectual Property. 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 purpose of directing web traffic to the Service. 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.

1.4 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.

1.5 Notices to You. We will communicate with you in the language(s) in which we have made available this Agreement 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 if you withdraw your consent to receive legally required disclosures through electronic communications.

1.6 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 5th Floor 22-24 Boulevard Royal L-2449, Luxembourg.

1.7 Transaction History. Unless your Account is restricted, you can access your details of executed payment transactions and other information relating to your Account transaction history and Balance by logging into your Account and clicking on the "History" tab. See section 5.1 of this Agreement for more information about accessing your Account information. You agree to review your transactions through your Account History instead of receiving periodic statements by mail.

1.8 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 relates to the addition of a new service, extra functionality to the existing Service or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase 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 7.1. 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 10.3 (Account closure and limited access).

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2. Eligibility and Types of Accounts

2.1 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. This Agreement applies only to Users who are residents of France. If you are a resident of another country, you may access your agreement from the PayPal Website(s) in your country (if applicable).

2.2 Personal, Premier and Business Accounts. We offer three different types of Accounts: Personal, Premier and Business Accounts. Unless otherwise agreed, you may only hold one not more than one Personal Account or Premier Account and one Business Account. By opening a Premier or 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.

2.3 Verified Status.

- a. 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.
- b. 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 only represents that the Verified user has completed the steps of the process to obtain the "Verified" status. 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.

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3. Sending Money

3.1 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; and
- 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 or otherwise direct payment of funds from your PayPal Account; and/or
 3. instruct us to make a payment in any other way which we may notify 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 Recurring Payment provided that you do so before the end of the Business Day which falls on the day before the next recurring payment is due to be made. We are under no obligation to execute your Payment Order if you do not have sufficient funds. PayPal reserves the right not to effect a payment made by you until it receives cleared funds.

3.2 Sending Limits. If you have a yearly sending limit on your Account, you can view it by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page. For this purpose, "yearly" relates to each calendar year. 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. You can view the yearly sending limit on your Account by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page.

3.3 Lifting your sending limit. In order to lift your sending limit, 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.

3.4 Default Funding Sources. When you make a payment you authorise us to obtain funds on your behalf from your applicable Funding Source, to issue E-money and to transfer the E-money to the recipient or to your Balance in each case according to your instructions and

subject to the terms of this Agreement. PayPal will fund your transaction as follows:

Balance	If you have a Balance in your Account, PayPal will always use your Balance to fund your payment.
Funding Sources	If you do not have a Balance, or your Balance is not sufficient to fund your entire transaction, PayPal will fund your transaction, or the remainder of your transaction, in the following order (to the extent that such Funding Sources are available for use with your Account): <ul style="list-style-type: none"> • Balance (if any) • Instant Transfer from your bank account • PayPal Credit Card • Private label credit card • Debit / Credit card • PayPal Credit Line • eCheque
Recurring Payments	If you have a Balance at the time the merchant processes your payment, PayPal will use your Balance instead of your Preferred Funding Source.
Merchant Processing Delay	If there is a Merchant Processing Delay and you have a Balance at the time the merchant processes your payment and completes the transaction, PayPal will use your Balance instead of your Preferred Funding Source.

3.5 Preferred Funding Source. If you would like to select a Preferred Funding Source, you may do so in these instances:

- Each time you make a payment. Each time you make a payment, you may select a Preferred Funding Source. You may do so on the "Review Your Payment" page by clicking on the link to change your payment method and selecting from the available funding options.
- In your Account Profile – Recurring Payments. If you have set up a Recurring or Automatic Payment, or authorised a merchant or other third party to collect payments from your PayPal Account, you may select a Preferred Funding Source for all future payments to the merchant or other third party. You may do so by logging in to your Account, selecting "Profile", selecting "Recurring Payments" or "PayList", and then by selecting the links to set a Preferred Funding Source (may be called "Backup Funding Source").
- Limitations. If you have a Balance in your PayPal Account, PayPal will use your Balance instead of your Preferred Funding Source. The only exception is that you may select eCheque as your Preferred Funding Source instead of Balance. If you have a Balance and do not want to use it to fund your next payment, you must withdraw your Balance before initiating your next payment.
- Quick Pay. If you select "Quick Pay" for your PayPal Mobile payments, you will not be able to select a Preferred Funding Source for your future PayPal Mobile payments made with Quick Pay. You may cancel your "Quick Pay" setting at any time from your mobile phone.

3.6 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 unauthorized). 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.

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).

3.7 Bank Transfers. When Instant Transfer, eCheque or a "top-up" is used as your Funding Source, or when you initiate an Add Funds transaction, you are requesting an electronic transfer from your bank account. For these transactions, you agree to the following:

- eCheque.** An eCheque payment involves the execution of the following two interrelated and consecutive Payment Orders made by you: (1) a Payment Order that instructs your bank to pay PayPal; and (2) a Payment Order that instructs PayPal to pay the recipient from your Payment Account. You agree that, once PayPal receives the funds from your bank, PayPal may hold those funds in your Reserve Account and those funds will not be made available to you in your Payment Account to trigger the execution of the second Payment Order until the Business Day that PayPal has deemed that the risk of the first payment being reversed has passed. The risk that the first payment made be reversed is due to the bank notifying us that there were insufficient funds in your bank account to execute the first Payment Order ("**NSF Risk**"). Until both Payment Orders are completed the funds will be held in your Reserve Account and the transaction will appear to you as "Uncleared" in your Account details. PayPal does not consider that the funds from the first Payment Order are at its disposal, enabling such funds to be made available to you in your Payment Account to trigger the second Payment Order, until the NSF Risk has passed. Further, PayPal is not in possession of all the information necessary to place the funds at the recipient's disposal in their Payment Account until the NSF risk has been determined by PayPal to pass.
- Top-up bank transfer and Add funds.** A "Top-up bank transfer" is a payment where you instruct your bank to make a payment to PayPal's bank account. This instruction is made by you contacting your bank directly and providing the bank with PayPal's bank account details. You agree that once PayPal receives the funds from your bank that PayPal may hold those funds until the Business Day that PayPal has determined that the risk of the payment being reversed due to NSF Risk has passed. An "Add funds" transaction allows you to add funds to your Account Balance from your bank account. It involves the execution of a Payment Order that instructs your bank to pay PayPal. You agree that once PayPal receives the funds from your bank that those funds will be held in your Reserve Account until the Business Day that PayPal has deemed that the risk of the payment being reversed due to NSF Risk has passed. Until the Payment Order is completed the transaction will appear as "Uncleared" in your Account details. PayPal is not in possession of all the information necessary to place the funds from a Top-up bank transfer or an Add funds Payment Order at your disposal in your Payment Account until the NSF Risk has passed.

PayPal will make electronic transfers from your bank account in the amount you specify through a mechanism called Automated Clearing House (or ACH for short). You agree that such requests by you for PayPal to make electronic transfers from your bank account constitute your authorisation to PayPal to make the transfers and once you have provided your authorisation for the transfer, you will not be able cancel the electronic transfer. PayPal reserves the right to require you to fund your requested payment by eCheque to mitigate

risk associated with your Payment Order. You give PayPal the right to resubmit any ACH debit you authorised that is returned for insufficient or uncollected funds.

PayPal will start to use Single Euro Payments Area (SEPA) direct debit mandates by February 2014. SEPA is an initiative of the European Commission and European banking sector, aimed at making transactions more efficient within the European Union. Whenever you register a bank account with PayPal after that implementation 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 access such mandate and the mandate reference number (MRN) in your PayPal Account profile at any time and cancel 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 3.7 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.

3.8 Refused Transactions. When you send E-money and 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.

3.9 Merchant Processing Delay. When you send a payment to certain merchants, you are providing an Authorisation to the merchant to process your payment and complete the transaction. The payment will be held as pending until the merchant processes your payment. Some merchants may delay processing your payment. In such an instance, your 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 amount of your Balance which forms the payment in your Reserve Account. The payment will be held as pending in your Reserve Account until the merchant completes the processing of your payment. If your payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per Schedule 1) will be determined at the time the merchant processes your payment and completes the transaction. Between the time you authorise a payment and the time the payment is processed, the merchant may amend the payment amount (for example, to account for taxes, postage or amendments to the purchase you made with the merchant). You agree, at the time of Authorisation, to authorise a payment to be made to the merchant up to the amount which is highlighted as being the 'maximum amount' (or similar) on the payment authorisation page. This is to include any additional amounts which may be payable by you to the merchant, as subsequently agreed by you and the merchant. You further agree that we are not required to verify this additional amount with you at the time the payment is transferred and that we may transfer any amount up to the 'maximum amount' (or similar) on the basis of your authorisation and upon receiving instructions from the merchant of the final payment amount, it being understood that the final payment amount may not represent more than 115% of the payment amount or a difference of 75 USD, whichever is less. It is the merchant's responsibility to inform you of the 'maximum amount' (or similar) and to ensure you authorize such amount.

3.10 Third party initiated payments (including Recurring Payments).

A third party initiated payment is a payment made on the basis of your advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account.

One example of this type of payment is a "Recurring Payment" which is a third party initiated payment made on a recurring basis (whether sporadically or periodically) that can be managed via your PayPal Account. Sometimes Recurring Payments are also called "subscriptions", "preapproved payments" or "automatic payments".

By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time basis, or on a (sporadically or periodically) recurring basis until you cancel your arrangement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** 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 your third party initiated 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 third party initiated payments being based on fluctuating exchange rates. Third parties who present us with a payment request under this provision hereby:

1. 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 User; and
2. agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment and that they will be liable to PayPal for any refunds of such payment, unless such refund is not made as a consequence of any violation of their obligations under this section.

You agree that you cannot request a refund from PayPal for a third party initiated 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 make, taking into account your previous spending patterns and the circumstances of the case; and
 - b. where your consent to the making of third party initiated payment was not given as set out in section 3.1(e); or
 - c. the information relating to 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.

3.11 Canceling Recurring Payments. You may cancel a Recurring Payment at any time up to 1 Business Day prior to the date the payment is scheduled to be made. To cancel a Recurring Payment, log in to your Account, access the "My Account" tab, then access the

"Profile" tab, then access the "Financial Information" column and click on "Pay List" or "Recurring Payments" and follow the instructions to cancel the payment. Please keep in mind that Recurring Payments are sometimes referred to as subscriptions or preapproved payments. In addition, if you cancel a Recurring Payment you may still be liable to the merchant for the payment and be required to pay the merchant through alternative means.

3.12 Sending E-money in Multiple Currencies. You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Argentine Peso, 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 are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send E-money in a currency that is not your primary currency, we follow these practices:

- a. If you have a Balance in the requested currency, we will fund your transaction from your Balance.
- b. If you have a Balance in a different currency, we will perform a currency conversion and use it to fund your transaction
- c. If you do not have a Balance, we will fund your transaction through your Default Funding Sources.

3.13 Card information. If your card number changes or your card expiration date changes, we may acquire that information from our financial services partner(s) and update your Account.

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4. Receiving Money

4.1 Lifting your receiving limit. If you have a yearly receiving limit on your Account, you can view it by logging into your Account and clicking on the "View Limits" link on the "Account Overview". For this purpose, "yearly" relates to each calendar year. 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. In order to lift your receiving limit, you must complete the following steps: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers) or add a credit card and complete the Expanded Use Programme; 2) for Business and Premier Account holders, provide supplemental business information and 3) provide us with further documents in a manner and form which we may reasonable request.

4.2 Use of PayPal on eBay. Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept PayPal payments via all PayPal funding sources from a buyer, including but not limited to eCheque and credit cards.
- c. Accept cross border PayPal transactions which are permitted by PayPal if the eBay listing offers postage outside the place where you are registered.

4.3 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.

4.4 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 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.

4.5 Non discouragement. In representations to your customers or in public communications, you agree not to mischaracterise or disparage PayPal as a payment method. 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 charge a buyer any form of surcharge 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 10.3.

4.6 Receiving Money in Multiple 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. If you receive a payment in a currency for which you do not have a Balance, the payment will remain pending and we will ask you to manually accept or deny the payment unless you have a Premier or Business Account and have already established a preference in your Profile to automatically accept payments in that currency. 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.

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

4.8 Your Refund Policy and Privacy Policy. We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website.

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5. Account Balances and transaction information

5.1 Balances and transaction information. You may check your 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 do not need to maintain a Balance in your Account in order to make payments. A Balance will be created whenever you use the Service to make either a Bank Funded Payment or a Card Funded Payment. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-Money and not a deposit.

5.2 Amounts you owe us and Multiple Currencies. If one of the currency Balances in your Account shows that you owe us an amount of funds for any reason, PayPal may set-off the amount you owe us by using funds you maintain in a different currency Balance or by deducting amounts you owe PayPal 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 (the Currency Conversion Fee will be applied to any conversion).

5.3 Risks of Maintaining Balances in Multiple Currencies. 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.

5.4 Set-off of Balances. 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 owing to us and payable by you. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this clause from an Account Balance held or controlled by you.

5.5 Security Interest. To secure your performance of this Agreement, you grant to PayPal a legal claim against the proceeds of 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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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 or if you are a registered user of a Credit Card Withdrawal Region, your branded Mastercard or Visa card. The bank account into which you request the redemption of E-money must be denominated in the home currency of your Account. Balances must be redeemed in your home currency— see section 6.4 if your Account holds a balance 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 yearly and/or other 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." For this purpose, "yearly" relates to each calendar year. 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 3.1,
 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 3.1 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 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.

6.4 Withdrawing Money in Multiple Currencies. If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but unless otherwise agreed, the withdrawal will take place in your home currency. If you are able to withdraw to your branded Mastercard or Visa card, your withdrawal may take place in a different currency to your home currency depending on whether PayPal can support the withdrawal into the card's base currency. The Currency Conversion Fees stated in Schedule 1 of this Agreement will apply if you withdraw your Balance in a currency other than your primary currency.

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7. Term and Closing Your Account

7.1 Term and How to Close Your Account. The term of this Agreement is for a period of time when you successfully register for a PayPal account until this Agreement is terminated for whatever reason. Subject to section 7.2, you may close your Account and terminate this Agreement at any time by logging in to your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes. You must withdraw your Balance no later than the time you close your Account and terminate this Agreement.

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

7.3 Unclaimed Balances on Dormant Accounts. Subject to the remainder of this section, E-money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of 3 years it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the E-money in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit your E-money with the Luxembourg *Caisse de Consignation* at Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg, Tel: (+352) 2478-2478, Fax (+352) 46 72 62. For the avoidance of doubt, the Trésorerie de l'Etat, Caisse de Consignation, is not an operational unit of the PayPal, but a department of the Luxembourg Treasury operating under the jurisdiction of the Luxembourg Ministry of Finance. Please contact PayPal Customer Service at the telephone number shown on the PayPal website(s) if you have any questions about funds held in your Account if it has been closed pursuant to this section 7.3.

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8. Fees and Currency Conversion

8.1. Fees. Fees for Users registered in France are set out in Schedule 1 below. For the avoidance of doubts, a User with a PayPal Account not registered in France 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 to in Schedule 1, 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 completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.

Where a currency conversion is offered by PayPal at the point of sale you will be shown the exchange rate that will be applied to the transaction before you proceed with 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. 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.

The "Currency Converter" tool can be accessed through your Account and used to see what exchange rates apply at any given time.

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

A Currency Conversion Fee (as set out in Schedule 1 of this Agreement) will apply whenever PayPal performs a currency conversion.

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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;
- k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- 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. Defraud (as either a buyer or seller) of our Online Dispute Resolution process and/or PayPal Buyer Protection;
- n. Cause PayPal to receive a 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. Provide yourself a cash advance from your credit card (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 our infrastructure;
- x. Distribute any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- 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 attempt to interfere, with our website or 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;
- ab. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- ac. Use the Service to test credit card behaviors;
- ad. 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;
- ae. 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;
- af. Request or send a Personal Transaction payment for a Commercial Transaction; or
- ag. 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 3.1, 4.1 and 6.3.).

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 and password safe;
- c. Not allow anyone else to have or use your Funding Sources or password details;
- d. Not disclose the details of your Funding Sources or password except when using the Service;
- e. Never write your password in a way that can be understood by someone else;
- f. Not choose a password 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 when you use it; and
- h. Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe.

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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 shipping 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.

10.2 Actions by PayPal. If we have evidence or reasonable suspicion 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:
 - i. 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);
 - ii. 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;
 - iii. 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
 - iv. 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.

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, Recurring 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 Account Closure and Limited Access. At our sole discretion, we may close your Account and terminate this Agreement with you at our convenience by providing you with two months prior notice. We may also close your Account and terminate this Agreement at any time where you are in breach of the terms of this Agreement. **If we 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.** If we suspect that your Account has been accessed without your authorisation, we may also 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 otherwise 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:
 - i. you receive a payment that involves Transaction Risk; or

- ii. 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 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.

- 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. For example, for a hold made on a payment for an item purchased on eBay, PayPal may release the hold when the buyer leaves positive feedback. 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 eBay Item Hold.

- a. You agree that if PayPal, in its sole discretion, believes that a payment you receive for an eBay transaction may involve a high level of risk, that the amount may be held in your Reserve Account until we determine, in our reasonable discretion, that any such risk has passed. If the funds are held in your Reserve Account, it may show as "pending" in your PayPal Account.
- b. Release of eBay item hold. PayPal will release the eBay item hold and make funds available in your Payment Account after 21 Days unless you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the hold. PayPal may release the hold earlier if the buyer leaves positive feedback on eBay.
- c. Additional hold period. If you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the eBay item hold, the funds may be held in your Reserve Account (or an amount equal to the relevant payment) until the matter is resolved pursuant to this Agreement.

10.7 Information about you.

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).

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11. Seller Protection Programme

11.1 What is PayPal seller protection?

We will re-imburse 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"; or
- 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).

11.2 PayPal seller protection is available to:

- a. Sellers with registered PayPal Account(s) in France who receive PayPal payments from buyers making an eligible purchase via eBay (worldwide and everywhere PayPal is accepted); and
- b. Sellers with registered PayPal Account(s) in France who receive PayPal payments from buyers making eligible purchases outside of eBay.

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.

The PayPal seller protection for Unauthorized Payments and Item not Received Chargebacks will apply unless over the past 30 days

- a. the total amount of Claims (INR and/or SNAD), Chargebacks and Reversals cases issued against your PayPal account is equal to or exceeds 1% of the total payment volume received

AND

- b. is equal to or exceeds 100 Claims (INR and/or SNAD), Chargebacks and Reversal cases.

If you exceed the thresholds as outlined above, your eligibility for PayPal seller protection will be suspended for at least 90 days and Section 11.5 will apply.

After such 90 days' period, Your PayPal Account may be eligible for PayPal seller protection only if, during a 90 days period Your PayPal Account meets the following conditions:

- a. the total amount of Claims (INR and/or SNAD), Chargebacks and Reversals cases issued against your PayPal account remain

below 1% of the total payment volume received

AND

- b. below 300 Claims (INR and/or SNAD), Chargebacks and Reversal cases were issued against your PayPal Account

PayPal will notify You by e-mail if your eligibility for PayPal seller protection for Unauthorized Payments is declined based on the above requirements or if you may be eligible for PayPal seller protection again.

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.

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 item purchased must be a physical, tangible good.
- c. The transaction must be marked by PayPal as eligible for PayPal seller protection on your Account "Transaction Details" page.
- d. If it is marked eligible, protection for both Unauthorized Payments and Item Not Received will apply.
- e. **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-imbursalment under the terms of the PayPal seller protection.**
- f. You may access the "Transactions Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
- g. Follow the postage requirements described below.
- h. You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded).
- i. 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 postage requirements?

Type of shipping	Protection for Unauthorised Payment	Protection for Item Not Received
National/international	Proof of Postage	Proof of Delivery*

If the payment is for pre-ordered or made-to-order goods, postage is required within the timeframe specified in the eBay item listing or, if the transaction was made outside of eBay, the shipment policy or other specification on the merchant's website.

* If you use the service Colissimo National (DOM included), PayPal requires only a physical Proof of Postage.

For all other national shipping services (and international shipping, TOM included), PayPal requires a Proof of Delivery, whatever the value of the item.

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"?

Online documentation from a postal company that includes (or where the postal company warrants that they have obtained) 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).

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

- a. Intangible items, licenses for digital content, and services
- b. Items that you deliver (or are picked up) in person
- c. Transactions made through Zong or Virtual Terminal (if available)
- d. Claims, Chargebacks and Reversals for Significantly Not as Described.
- e. Items bought on or outside of eBay via classified listings

- f. Disputes filed directly with PayPal in the Online Resolution Center pursuant to section 13 of this Agreement.

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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 or to your device while you are logged into the Services has been compromised; (iv) your PayPal Mobile-activated phone has been lost, stolen or deactivated or (v) someone has transferred or may transfer money from your Account without your permission (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. We will hold you liable for unauthorised use of your Account if we do have evidence that you acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password; you acted fraudulently if 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 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 complaint or question 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. 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 complaint or question. If we decide that we need more time, we will 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 complaint or question in writing within 10 Business Days after your oral notice, we are not required to 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. 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 Improper Account Access transaction 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 authorised by you and initiated by or through a merchant or other third party, provided the conditions applicable to a refund according to Section 3.10 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 foreseeable 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:
 - i. You did not receive the item you paid for with PayPal – "Item Not Received" ("INR")
 - ii. 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 13.8.
- b. If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at <https://www.paypal.fr/secureite> or 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. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
 - i. The eBay “Pay Now” button or the eBay invoice,
 - ii. for INR claims relating to purchases made outside of eBay: the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller’s PayPal checkout flow, or
 - iii. for SNAD Claims relating to purchases made outside of eBay: 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
- d. Open a Dispute within 45 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-imbusement under PayPal Buyer Protection?

- a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for re-imbusement under PayPal Buyer Protection:
 - intangible items
 - services
 - real estate (including, without limitation, residential property)
 - businesses
 - vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
 - custom made items
 - travel tickets (including, without limitation, airline flight tickets)
 - items prohibited by the PayPal Acceptable Use Policy
 - items that violate eBay’s Prohibited or Restricted Items Policy
 - licences
 - access to digital content
 - industrial machinery used in manufacturing
 - items equivalent to cash (including, without limitation, gift cards)
 - Items purchased using Zong, Website Payments Pro or Virtual Terminal (if available)
 - Personal Transaction payments
- b. **Please note the following eligibility requirements applicable to eBay listings:** Look for either a PayPal Buyer Protection message or an eBay Buyer Protection message in the eBay listing. If you see this message and you meet the other eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to “my eBay,” then “won,” and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

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 postage 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. Alternatively, if you are a French customer, you may wish to contact the Direction Générale de la Concurrence, de la Consommation et de la Répression des Fraudes (<http://www.dgcrf.bercy.gouv.fr/>) for advice on your consumer rights.

13.5 How do I resolve my problem?

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

a. Open a Dispute

Open a Dispute within **45 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 the Dispute is for USD 2,500 or more (or currency equivalent). To find the currency equivalent in any other currency (for example, GBP or Euro) at the time of transaction please log into your Account and use the “Currency Converter” tool located in your Account Overview. 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 receipts, third party evaluations, police reports, or anything else that PayPal specifies.

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:

If you use the service Colissimo National:

- for items below € 200 EUR, PayPal requires only a physical Proof of Postage ; and
- for items of € 200 EUR or above, PayPal requires a Proof of Delivery.

For all other national shipping services (and international shipping), PayPal requires a Proof of Delivery, whatever the value of the item.

The amounts in other currencies applicable to this requirement are: 325.00 CAD, 150 GBP, 250.00 USD, 28,000 JPY, 350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 DKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, 400.00 SGD, 2,000.00 HKD, 380.00 NZD, 2,750.00 MXN, 1,000.00 ILS, 8,250.00 TWD, 9,000.00 THB, 12,500.00 PHP, 500.00 BRL, 750.00 ARS.

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 or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

13.7 What if my purchase is not eligible for re-imbusement under PayPal Buyer Protection?

You may also look to resolve a problem directly with the seller by filing a dispute through the PayPal Online Resolution Centre. **To do so, you must file a Dispute in the PayPal Online Resolution Centre within 45 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.

13.8 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described 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.
- b. 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.

13.9 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.

13.10 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 45 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 on their eBay listing or website.

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

1. your right to raise a Dispute remains subject to the 45 day timeframe set out in section 13.5a. It is your responsibility to keep track of these deadlines; and
2. 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.

13.11 No Double Recovery.

You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal Buyer Protection for buyers if you have already received a recovery for that purchase directly from eBay, the seller or another third party, or if you have already filed a case for that purchase with eBay, the Payment Recipient or another third party.

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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 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 110 Route d'Arlon L-2991 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <http://www.cssf.lu>.

14.3 Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by English law. However, if you are a consumer, nothing in this Agreement shall deprive you of the protection granted by the provisions of French law which are of public policy (in particular those defining consumer rights). In particular, nothing in this Agreement shall exclude or otherwise limit PayPal's liability to you as a consumer (PayPal's liability to you as a consumer may only be limited or excluded in the cases provided by the law). For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts 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 or the courts of France.

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

14.5 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:
 - i. 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
 - ii. any loss or corruption of data; or
 - iii. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or
 - iv. 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.

14.6 No Warranty. We provide the Services to you subject to your statutory rights but otherwise 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 Service. We shall not be liable for any delay in the failure in our provision of the Services under this Agreement. You acknowledge you're your access to the Web Site(s) 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.**

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 PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

14.7 Indemnification/re-imburement. 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 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 breach of this Agreement, breach of any law and/or use of the Services.

14.8 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. Sections 1, 7, 8, 10, 14, 15 and Schedule 1 as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck 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 eBay in respect of its 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.

14.9 Licence Grant; Third Party Software. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform then PayPal and its licensors grant you a limited nonexclusive license to 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 and use requirements contained in all PayPal 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. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal services.

14.10 Third Party Permissions. You may expressly grant, remove and manage permissions for certain third parties to take certain actions on your behalf by logging into your Account, choosing the Profile subtab under the My Account tab, and selecting API Access, then Manage API Permissions. 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. Granting permission to a third party 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.

14.11 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 Recurring Payments and payment transactions initiated by a payee (i.e. a merchant) as set out in sections 3.10 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; and

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 Part 5 of the Payment Services Regulations 2009. Further, you agree that regulations 60, 75, 76 and 77 of the Payment Services Regulations 2009 do not apply to your use of the PayPal Service.

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15. Definitions

- a. "ACH" means the Automated Clearing House network.
- b. "Account" or "PayPal Account" means a Personal, Business or Premier Account.
- c. "Add Funds" has the meaning given in section 3.7
- d. "Agreement" means this agreement including all subsequent amendments.
- e. "Authorise" or "Authorisation" means you authorise a merchant or other third party to collect or direct a payment from your Account.
- f. "Balance" means any E-money that you have in your PayPal Account.
- g. "Balance/Bank Funded Payment" means a payment that is fully funded through Instant Transfer, eCheque and/or Balance.
- 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 Funded Payment" means a payment that is fully or partially funded through a credit or debit card.
- 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. "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).
- p. "Customer Service" is PayPal's customer support which can be accessed online via the "Email Us" link on the "Contact Us" page page or by calling the customer service number located on the PayPal WebSite(s).
- q. "Days" means calendar days.
- r. "Default Funding Sources" means the order in which PayPal uses your Funding Sources to fund a transaction if you do not select a Preferred Funding Source.
- s. "Dispute" means a dispute filed directly with PayPal in the [Online Resolution Center](#) pursuant to section 13 of this Agreement.
- t. "eBay" means eBay Inc and its affiliates (as the case may be).
- u. "eCheque" has the meaning given in section 3.7.

- v. **"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.
- w. **"European Economic Area" or "EEA"** means the region made up of the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and the UK.
- x. **"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).
- y. **"Fees"** means those amounts stated in Schedule 1 of this Agreement.
- z. **"Funding Source"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: Balance, Instant Transfer, eCheque, credit or debit card and Redemption Codes.
- aa. **"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.
- ab. **"Instant Transfer"** means a payment funded from the sender's bank account in which PayPal credits the recipient instantly.
- ac. **"Mass Payments"** means the ability to send multiple payments at the same time. Receipt by us of a Mass Payments batch file from you is, subject to section 3.1, receipt of your Payment Order for the purpose of this Agreement.
- ad. **"Merchant Processing Delay"** means a delay between the time you Authorise a payment and the merchant processes your payment.
- ae. **"Micro-Enterprise"** means an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million Euros.
- af. **"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.
- ag. **"Online 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.
- ah. **"Payment Account"** has the meaning given to it at the introduction of this Agreement.
- ai. **"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.
- aj. **"Payment Order"** means an instruction validly made by you to us requesting the execution of a payment transaction.
- ak. **"Payment Review"** means the process described in section 4 of this Agreement.
- al. **"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 its rights under this Agreement.
- am. **"PayPal Buyer Protection"** means the PayPal Buyer Protection programme as described in section 13.
- an. **"PayPal Website(s)"** means any url, such as www.paypal.fr, that we provide the Services to you.
- ao. **"Personal Account"** means an Account used primarily for personal, family, or household purposes.
- ap. **"Policy" or "Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal Web Site(s), or in connection with your use of the Services.
- aq. **"Policy Update"** means a prior notice of Changes which PayPal may make available to you in writing.
- ar. **"Preferred Funding Source"** means a Funding Source that you select to fund a payment instead of using the Default Funding Sources.
- as. **"Premier Account"** means an Account that may be used for personal, family or household purposes or for business purposes.
- at. **"Proof of Delivery"** means the definition provided in section 11.9 of this Agreement.
- au. **"Proof of Postage"** means the definition provided in section 11.8 of this Agreement.
- av. **"Random Deposit Process"** is a verification process whereby PayPal will send you two small deposits to your bank account. To complete the Random Deposit Process you will be required to enter the details of the deposits sent to you via your Account.
- aw. **"Recurring Payment"** has the meaning given in section 3.10.
- ax. **"Redemption Code"** means the electronic code needed to obtain the benefit of gift certificates, eBay Anything Points, or other promotional coupons.
- ay. **"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.
- az. **"Reserve Account"** has the meaning given to it in the introduction to this Agreement.
- ba. **"Restricted Activities"** means those activities described in section 9 of this Agreement.
- bb. **"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, if the payment violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy or where 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 3.10); 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.
- bc. **"seller" and "merchant"** are used interchangeably and mean a User who is selling goods and/or services and using the Services to receive payment.
- bd. **"Send Money"** means your ability to send money through the Service.
- be. **"Services"** means all payment services and related products available through the PayPal Web Site(s).
- bf. **"Signature Confirmation"** means documentation that can be viewed online at the postal company's website and indicates that the item was signed for on delivery.
- bg. **"Significantly Not as Described"** means the definition provided in section 13.8 of this Agreement.

- bh. **"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) the risk of 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.
- bi. **"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
- bj. **"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 CW2 Code).
- bk. **"User," "You" or "Your"** means you and any other person or entity entering into this Agreement with us or using the Service.
- bl. **"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

Fees depend on whether you are making a Commercial Transaction or a Personal Transaction and whether that transaction is Cross Border or Domestic.

A **Commercial Transaction** involves buying and selling goods and services, or payments received when you "request money" using PayPal.

A **Personal Transaction** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are 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 note that:

- you cannot send money for a Personal Transaction from some countries, including China and (in some cases) Germany,
- Indian registered Accounts may neither send nor receive Personal Transaction payments. This means that you cannot send Personal Transaction payments to Indian registered Accounts; and
- when a fee applies to a Personal Transaction, either the sender or the recipient pays the fee, not both. In most cases, the sender decides who pays the fee. In some cases, the sender will not be able to decide and the sender or the recipient will be required to pay the fee. If you send a Personal Transaction payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a Personal Transaction payment will pay the Personal Transaction fee. This will be disclosed to you by the third party.

A **"Domestic Transaction"** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region.

A **"Cross Border Transaction"** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

Note: reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

Personal Transactions

The Personal Transaction fee will be shown at the time of payment

Domestic Personal Transactions

Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by - Debit card and/or - Credit Card
Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

Cross-Border Personal Transactions

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

Note that either the sender or the recipient pays the fee, not both. In most cases, the sender decides who pays the fee. Please see subsection c of the definition of Personal Transactions in this Schedule 1 for more information.

Step 1. Locate the recipient's country in the table below (in the first column from left).

Step 2. Determine the region of the sender's country (second column).

Step 3. Find the applicable fee based on the payment method used (third and fourth columns).

Recipient's Country	Sender's Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech	Northern	0.4%	3.8% +

Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).	Europe *		Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.0%	4.4% + Fixed Fee
	All other countries	1.5%	4.9% + Fixed Fee
Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
Germany	Northern Europe *	1.8%	3.7% + Fixed Fee
	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee
Poland	Northern Europe *	0.9%	3.8% + Fixed Fee
	US, Canada, Europe I **	1.0%	3.9% + Fixed Fee
	Europe II ***	1.5%	4.4% + Fixed Fee
	All other countries	2.0%	4.9% + Fixed Fee
Australia	Anywhere	1.0%	3.4% + Fixed Fee
Brazil	Anywhere	1.0%	7.4% + Fixed Fee
Japan	Anywhere	0.3%	3.9% + Fixed Fee
U.S. and Canada	Anywhere	1.0%	3.9% + Fixed Fee
All other countries	Anywhere	0.5%	3.9% + Fixed Fee

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

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

*** Europe II: Albania, Andorra, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.

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.

Fixed Fee (based on currency received)

Currency:	Fee :
Argentine Peso:	2.00 ARS
Australian Dollar:	\$0.30 AUD
Brazilian Real:	R\$0.60 BRL

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

^ Subject to the commencement of PayPal's Russian Ruble service.

Commercial Transactions

Activity	Fee										
Sending (Buying)	Free (when no currency conversion is involved)										
Receiving Domestic payments (Selling)	<p>France Standard rates:</p> <p>3.4% + Fixed Fee (see table below)</p> <p>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. See "Merchant Rate" page):</p> <p>France Merchant rates:</p> <p>From 1.4% to 2.00% + Fixed Fee</p>										
Receiving Cross Border payments (Selling)	<p>The Fee for Receiving Domestic Commercial Transaction payments applies, with the percentage-based element of that fee increased by the percentage amount of the Cross Border Fee set out in the table below (depending on the sender's country).</p> <table border="1"> <thead> <tr> <th>Sender's country</th> <th>Cross Border Fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>From 0.4% to 1.3%</td> </tr> <tr> <td>Europe I/ US/ Canada**</td> <td>From 0.5% to 1.4%</td> </tr> <tr> <td>Europe II***</td> <td>From 1.3% to 2.2%</td> </tr> <tr> <td>Rest of World</td> <td>From 1.8% to 2.7%</td> </tr> </tbody> </table> <p>* Aland Islands, Denmark, Finland, Faroe Islands, Greenland, Iceland, Norway, Sweden.</p> <p>** Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco^{^^}, Netherlands, Portugal, Montenegro^{^^}, San Marino, Slovakia, Slovenia, Spain.</p>	Sender's country	Cross Border Fee	Northern Europe*	From 0.4% to 1.3%	Europe I/ US/ Canada**	From 0.5% to 1.4%	Europe II***	From 1.3% to 2.2%	Rest of World	From 1.8% to 2.7%
Sender's country	Cross Border Fee										
Northern Europe*	From 0.4% to 1.3%										
Europe I/ US/ Canada**	From 0.5% to 1.4%										
Europe II***	From 1.3% to 2.2%										
Rest of World	From 1.8% to 2.7%										

United Kingdom, United States, Vatican City State.

*** Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia^{^^}, Moldova^{^^}, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.

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.

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

Fixed Fee

The Fixed Fee for Commercial Transactions is based on the currency received as follows:

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.25 EUR
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 Zlotych:	1.35 PLN
Russian Ruble: ^	10.00 RUB ^
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

^ Subject to the commencement of PayPal's Russian Ruble service

Additional Fees

Activity	Fee
Currency Conversion Fee	<p>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</p> <p>2.5% above the wholesale exchange rate</p> <p>For all other transactions involving a currency conversion and for which the seller has not agreed to bear the conversion fee:</p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency into which the relevant amount is converted (please refer to the table below).</p>

Currency and Code	Currency Conversion Fee
Argentine Peso (ARS):	4.0%
Australian Dollar (AUD):	4.0%
Brazilian Real (BRL):	4.0%
Canadian Dollar (CAD):	3.0%
Czech Koruna (CZK):	3.5%
Danish Krone (DKK):	3.5%
Euro (EUR):	3.5%
Hong Kong Dollar (HKD):	4.0%
Hungarian Forint (HUF):	3.5%
Israeli Shekel (ILS):	4.0%
Japanese Yen (JPY):	4.0%
Malaysian Ringgit (MYR):	4.0%
Mexican Peso (MXN):	4.0%
New Zealand Dollar (NZD):	4.0%
Norwegian Krone (NOK):	3.5%
Philippine Peso (PHP):	4.0%
Polish Zlotych (PLN):	3.5%
Russian Ruble (RUB):^	3.5%^
Swedish Krona (SEK):	3.5%
Swiss Franc (CHF):	3.5%
Taiwan New Dollar (TWD):	4.0%
Thai Baht (THB):	4.0%
Turkish Lira (TRY):	3.5%
U.K. Pounds Sterling (GBP):	3.5%
U.S. Dollar (USD):	3.0%

^ Subject to the commencement of PayPal's Russian Ruble service

Withdrawing your Balance

Withdrawal to a bank account: Free

Chargeback Fee

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 Seller Protection.

The Chargeback Fee is as follows and is based on the currency received as follows:

Argentine Peso:	80.00 ARS
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
Malaysian Ringgit:	65.00 MYR
Mexican Peso:	250.00 MXN
New Zealand Dollar:	28.00 NZD

Norwegian Krone:	125.00 NOK
Philippine Peso:	900.00 PHP
Polish Zlotych:	65.00 PLN
Russian Ruble: ^	640.00 RUB ^
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB
Turkish Lira:	30.00 TRY
U.K. Pounds Sterling:	14.00 GBP
U.S. Dollar:	20.00 USD

^ Subject to the commencement of PayPal's Russian Ruble service

Commercial Transaction Refund Fee

If you refund a Commercial Transaction payment, we will retain only the Fixed Fee portion of the Commercial Transaction Fee.

The buyer's Account will be credited with the full Commercial Transaction payment amount.

Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee

Sending Payments through PayPal Mass Payments

2% of total payment amount

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

Argentine Peso:	25.00 ARS
Australian Dollar:	8.00 AUD
Brazilian Real:	12.00 BRL
Canadian Dollar:	7.00 CAD
Czech Koruna:	140.00 CZK
Danish Krone:	42.00 DKK
Euro:	6.00 EUR
Hong Kong Dollar:	55.00 HKD
Hungarian Forint:	1540 HUF
Israeli Shekel:	25.00 ILS
Japanese Yen:	600 JPY
Malaysian Ringgit:	25 MYR
Mexican Peso:	85.00 MXN
New Zealand Dollar:	10.00 NZD
Norwegian Krone:	45.00 NOK
Philippine Peso:	320.00 PHP
Polish Zlotych:	23.00 PLN
Russian Ruble: ^	240.00 RUB ^
Swedish Krona:	50.00 SEK
Swiss Franc:	8.00 CHF
Taiwan New Dollar:	220.00 TWD
Thai Baht:	230.00 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5.00 GBP

U.S. Dollar:	7.00 USD
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^ Subject to the commencement of PayPal's Russian Ruble service

A maximum fee cap per individual payment applies as follows for all other transactions (based on payment currency):

Argentine Peso:	150.00 ARS
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
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 PHP
Polish Zlotych:	140.00 PLN
Russian Ruble: ^	1400.00 RUB ^
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1350 TWD
Thai Baht:	1400.00 THB
Turkish Lira:	80 TRY
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

^ Subject to the commencement of PayPal's Russian Ruble service

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.

Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details). In general, there is no fee to join PayPal. However, 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

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, 6.00 ARS, 20.00 MXN or 8.00 ILS.

^ Subject to the commencement of PayPal's Russian Ruble service

This amount will be refunded when you successfully complete the credit card or debit card verification process.

Records Request Fee

12.00 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.

Bank Return Fee on Withdrawal

3 EUR

This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.

Charity Pricing

Subject to application and pre-approval by PayPal

Domestic rate: 1.4% + Fixed Fee per each payment transaction.

Fixed Fee for Charity Pricing

(depending on the payment currency received):

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.25 EUR
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 Zlotych:	1.35 PLN
Russian Ruble: ^	10.00 RUB ^
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

^ Subject to the commencement of PayPal's Russian Ruble service

Cross Border rate: 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.

Receiving eCheques

A maximum fee cap per eCheque payment (based on the currency received) applies as follows:

Argentine Peso:	150.00 ARS
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
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 Zlotych:	140.00 PLN
Russian Ruble: ^	1400.00 RUB ^
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1350.00 TWD
Thai Baht:	1400.00 THB
Turkish Lira	80.00 TRY
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

^ Subject to the commencement of PayPal's Russian Ruble service

Micropayments Pricing

Activity	Fee																																						
Domestic - Micropayments	5% + Fixed Fee*																																						
Cross-border - Micropayments	6% + Fixed Fee*																																						
Micropayments Fixed Fee*	As per the Fixed Fee specified by the currency received																																						
	<table border="1"> <tr> <td>Argentine Peso:</td> <td>0.15 ARS</td> </tr> <tr> <td>Australian Dollar:</td> <td>0.05 AUD</td> </tr> <tr> <td>Brazilian Real:</td> <td>0.10 BRL</td> </tr> <tr> <td>Canadian Dollar:</td> <td>0.05 CAD</td> </tr> <tr> <td>Czech Koruna:</td> <td>1.67 CZK</td> </tr> <tr> <td>Danish Krone:</td> <td>0.43 DKK</td> </tr> <tr> <td>Euro:</td> <td>0.10 EUR</td> </tr> <tr> <td>Hong Kong Dollar:</td> <td>0.39 HKD</td> </tr> <tr> <td>Hungarian Forint:</td> <td>15.00 HUF</td> </tr> <tr> <td>Israeli Shekel:</td> <td>0.20 ILS</td> </tr> <tr> <td>Japanese Yen:</td> <td>7.00 JPY</td> </tr> <tr> <td>Malaysian Ringgit</td> <td>0.20 MYR</td> </tr> <tr> <td>Mexican Peso:</td> <td>0.55 MXN</td> </tr> <tr> <td>New Zealand Dollar:</td> <td>0.08 NZD</td> </tr> <tr> <td>Norwegian Krone:</td> <td>0.47 NOK</td> </tr> <tr> <td>Philippine Peso:</td> <td>2.50 PHP</td> </tr> <tr> <td>Polish Zlotych:</td> <td>0.40 PLN</td> </tr> <tr> <td>Russian Ruble: ^</td> <td>2.00 RUB ^</td> </tr> <tr> <td>Swedish Krona:</td> <td>0.54 SEK</td> </tr> </table>	Argentine Peso:	0.15 ARS	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:	0.10 EUR	Hong Kong Dollar:	0.39 HKD	Hungarian Forint:	15.00 HUF	Israeli Shekel:	0.20 ILS	Japanese Yen:	7.00 JPY	Malaysian Ringgit	0.20 MYR	Mexican Peso:	0.55 MXN	New Zealand Dollar:	0.08 NZD	Norwegian Krone:	0.47 NOK	Philippine Peso:	2.50 PHP	Polish Zlotych:	0.40 PLN	Russian Ruble: ^	2.00 RUB ^	Swedish Krona:	0.54 SEK
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Note: Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Micropayments for the purpose of applying Fees.

You may either open an account or upgrade an existing account through the dedicated PayPal Micropayment page of the PayPal Website in order to benefit from this rate. This rate will apply to all Commercial Transaction payments received into your PayPal account.

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. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account. We will provide you with the details of the amounts you receive and our charges either by e-mail or by reviewing your transaction history 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.

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