

User Agreement for PayPal Services

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON NOVEMBER 17th, 2017, APPLICABLE TO MEXICAN USER ACCOUNTS.

Welcome to PayPal!

This Agreement is a contract between you and Operadora PayPal de México S. de R.L. de C.V., a Mexican company, and governs your use of all PayPal Services. Using the PayPal Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements on the [Legal Agreements](#) page including the Privacy Policy and the Acceptable Use Policy. You should read all of these terms carefully.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website. All future changes set out in the Policy Update already published on the "Legal Agreements" page of the PayPal website at the time you register for the PayPal Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update.

This is an important document which you must consider carefully when choosing whether to use the PayPal Services. Please note the following risks of using the PayPal Services:

Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.

If you are a Seller, you can lower the risk of a payment being reversed from your Account by following the criteria set out in the Seller Protection section and by following the other guidance provided in the "Security Center page" accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your funds if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with 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.

This Agreement is not a solicitation of the PayPal Services.

1. Payment Services and Eligibility.

1.1 Payment Services. PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal Services to you via the Internet. Our services allow you to send payments to anyone with a PayPal Account and receive payments. Our service availability varies by country. [Click here](#) to see which services are available in your country of residence.

PayPal is not a remittance business or a money transfer service and the Personal Payments feature may not be used to remit funds to third parties.

We do not have any control over, and are not responsible or liable for, the products or services that are paid for with our PayPal Service. We cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction.

PayPal is not a common carrier or public utility.

1.2. Subcontracting. In order to render the Payment Services and other services as described in this User Agreement, PayPal may subcontract in whole or in part to provide such services with another party.

1.3 Eligibility.

This user agreement is a contract between you and PayPal that governs your use of your PayPal account and the PayPal Services. It applies to Mexico PayPal accounts only. If you are an individual, you must be a resident of Mexico and at least 18 years old to open a Mexico PayPal account and use the PayPal Services. For a business to open a Mexico PayPal account and use the PayPal Services, the business must be a resident of Mexico.

You must list Mexico as your country of residence in your Account. This Agreement applies only to Users who are residents of Mexico. If you are a resident of another country, you may access the agreement that applies to you from our website in your country.

1.4 Information.

In order to open and maintain an Account, you must provide us with correct and updated Information.

- a. Your contact information. It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you and shall be effectively made to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to view the Communications we send to you.
- b. You can update your primary email address or street address at any time by logging into the PayPal website. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your Account until we receive a valid, working primary email address from you.
- c. Identity Verification. You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer or your sole population registry number (CURP), requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.
- d. Credit Report Authorization. If you open a Business Account, you are providing PayPal with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit bureau. You are also authorizing PayPal to obtain your personal and/or business credit report: (a) when you request certain new products, or (b) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.
- e. Updates to Information. If your credit card number or expiration date changes, we may acquire that

information from our financial services partner and update your Account.

1.5 Beneficial Owner.

You must only conduct transactions from your Account and on your own behalf or in your capacity of legal representative of a company (in case the User is a legal entity). The Paying User or the Receiving User (if an individual) must be the beneficial owner and the holder of the Account, and if a legal entity, must be the holder of the Account and inform PayPal, as and when requested, (i) the individuals authorized to represent it (managers and attorneys-in-fact), and (ii) the shareholding chain down to the individual level (the beneficial owner) or, for listed corporations and non-profit legal entities, down to their final controlling shareholders or partners, if any. In the case the User is a legal entity, the primary individual controlling the Account shall have the authority to delegate, in whole or in part, its authority to secondary individuals accessing the User's Account; in the understanding that the User (legal entity) shall be liable of any action or omission taken by the individuals controlling the User's account, in terms of this Section.

2. Sending Payments.

2.1 Sending Limits. We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. You can view your sending limit, if any, by logging into your Account. If you have a Verified Account, we may increase your sending limits.

2.2 Default Payment Methods. When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order (subject to availability based on your Payment Methods):

- a. Balance
- b. Debit card
- c. Credit card
- d. eCheck

Note: If you do not want to use your balance, you must withdraw it before making a payment.

2.3 Cards as Payment Methods. By adding a debit card or credit card as a Payment Method, you are providing PayPal with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.

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

For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

If you select a Preferred Payment Method but have available balance in your Account, your balance will be used to fund your payment. If eCheck is your Preferred Payment Method, it will be used to fund your PayPal payment, even if you have a balance. PayPal may limit the Payment Methods available for a transaction.

2.5 Refused and Refunded Payments. When you send a payment, the recipient is not required to accept

it. Any unclaimed, refunded or denied payment will be returned to your balance or to your original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated the payment.

2.6 Merchant Processing Delay. When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction in terms of Section 5.4 below.

2.7 Preapproved Payments. A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "deferred payment", "preauthorized transfers" or "automatic payments". Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.

a. **Notice for Certain Preapproved Payments.** If a Preapproved Payment will vary in amount and is made using an eCheck debit card Payment Method or your Balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.

2.8 Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the "My Preapproved Payments" section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 01-800-925-0308. Once you contact PayPal to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

2.9 In-Store Checkout.

a. **General.** In-Store Checkout allows you to make payments using your PayPal Account in a Merchant's physical store if the Merchant accepts PayPal. In-Store Checkout payments are made using your mobile phone number. You must confirm your mobile phone number with PayPal by registering it with PayPal, setting a PIN, and receiving a confirmation from us via SMS. When signing up, you must provide your name, address, and mobile phone number and select your Payment Method preferences for your In-Store Checkout transactions.

b. **Preferred Payment Method.** For In-Store Checkout payments, you may select your Preferred Payment Methods when signing up for In-Store Checkout. You may also change your Preferred Payment Methods for In-Store Checkout through the Store Checkout section of your Account Profile prior to initiating your transaction. For In-Store Checkout transactions, PayPal will only use your balance first if you select it as your first Preferred Payment Method and you have sufficient balance to cover the entire transaction amount.

c. **Preapproved Payments for In-Store Checkout.** If you set up Preapproved Payments for In-Store

Checkout transactions, and your Preferred Payment method is not available, we will debit your PayPal Account or use one of the Payment Methods linked to your PayPal Account for your transaction. If you would prefer that we don't do this, you can stop us by logging into your PayPal Account and clicking on "My Preapproved Payments" in your Account Profile. Afterwards, we would need to decline transactions where your Preferred Payment method is not available.

d. **PayPal Buyer Protection / PayPal Seller Protection.**

a. **Buyer Protection.** Items bought through In-Store Checkout at the retail point of sale are deemed ineligible items under Section 7.3 of this Agreement and are not eligible for reimbursement under PayPal Buyer Protection.

b. **PayPal Seller Protection.** Items that you deliver in person in connection with In-Store Checkout are deemed ineligible items under Section 5 of the Protection for Sellers in Mexico, and are not eligible for PayPal Seller Protection.

e. **Special Offers.** You may receive promotional offers from PayPal, such as coupons, Merchant Specific Promotional Balances and other deals (together, "Offers") that can be applied at In-Store Checkout. To use an Offer, you must first save it to your PayPal Account. Some Offers may be saved automatically. The Offer will apply the next time you make a purchase at the offering Merchant via In-Store Checkout, unless you mark the Offer for later use. Use of Offers is subject to the Offer's terms. The Merchant and/or PayPal set the Offer terms, which may be viewed when you receive the Offer or in your PayPal Account if the Offer is saved there. Offer terms apply to refunds for items purchased using the Offer. The refunded amount may go back to the Offer, your Payment Method for the transaction, your PayPal Balance or a combination of the above. PayPal has no liability if you fail to use any Offers prior to expiration or if PayPal does not remind you of pending Offers or their expiration dates. PayPal is not responsible for Offer terms set by a Merchant or for the compliance of those terms with any applicable laws.

f. **Wish Lists.** If you sign up for In-Store Checkout, you will be able to create wish lists of goods or services within your PayPal Account that you would like to store for future purchasing decisions ("Wish Lists"). You can create a Wish List by adding a product or service directly to your Wish List by logging into your PayPal Account, or through PayPal Shopping searches. The results of any search on PayPal Shopping will be generated by third party service providers of PayPal. These search results can be saved into your Wish List. PayPal has no liability for the search results generated by its third party service providers, the information contained in those results, or the failure of any Merchant to honor the price or terms included in the search results.

g. **Social Sharing of Offers.** If you have an Offer in your PayPal Account, you can share it with your online community of friends and family via social sharing sites with whom we integrate. If you share any Offers, you may be required to first consent to certain information being shared by us with the social sharing site. Any data received by PayPal from these social sharing sites will be subject to our [Privacy Policy](#). In addition to complying with the other requirements of Section 10.1 below, you agree that you will not post any content that is obscene or offensive from your PayPal Account or in connection with the Offer you are sharing.

h. **Loyalty Cards.** In-Store Checkout allows you to store your Merchant loyalty card numbers in your PayPal Account for participating Merchants. When you store your loyalty card numbers in your PayPal Account, you will earn any rewards automatically at the time you make your payment to the Merchant, without being required to present the loyalty card. In order to earn rewards, you will need enter in your loyalty card information correctly and update it as necessary. PayPal is not responsible for managing your loyalty card account and any questions about your loyalty card or associated rewards program should be directed to the Merchant that offers the card. Loyalty card benefits may

not be available when network connectivity between the Merchant and PayPal is unavailable.

- i. **Receiving In-Store Payments.** If you receive a payment through In-Store Checkout you must communicate the amount of the transaction to the customer before the transaction takes place. You may charge your customer's PayPal account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you submit shall have an accurate and true description of the goods and services being purchased.

3. Eligibility for Use.

3.1 Ability to Receive Payments. The ability to receive payments varies by country; Mexico has the ability to receive payments. To these the ability to receive payments of other countries, [click here](#).

3.2 Liability for Invalidated Payments. When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Chargeback fees shown on the [Chargeback Fees Table](#) (and as described in Exhibit A) if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.

You agree to allow PayPal to recover any amounts due to PayPal by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse PayPal through other means. If a sender of a payment files a Chargeback, the card issuer, not PayPal, will determine who wins the Chargeback.

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

3.4 Receiving Personal Payments. If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase.

3.5 Preapproved Payments and/or No Log-In Payments. If you receive Preapproved Payments and/or No Log-In Payments you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.

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

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.00 CZK	Polish Zlotych:	19.99 PLN

Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999.00 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999.00 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

4. Account Balances.

4.1 Balances. If you hold a balance, PayPal will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. PayPal may receive interest on amounts that PayPal holds on your behalf. You agree to assign your rights to PayPal for any interest derived from your funds.

4.2 Setoff of Past Due Amounts. If you have a past due amount owed to PayPal, an Affiliate, or eBay PayPal may debit your Account to pay any amounts that are more than 180 Days past due.

4.3 Negative Balances and Multiple Currencies. If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, PayPal may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, PayPal may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by PayPal pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

5. Withdrawing Funds.

5.1 How to Withdraw Funds. Depending on the country in which your Account is registered, you may withdraw funds from your Account in any of these methods: (a) by electronically transferring them to your Mexico or U.S. bank account. When withdrawing your funds to your local bank account, funds may only be withdrawn in Mexican Pesos. If you are holding a balance in U.S. Dollar, you may be able to withdraw the funds to your linked U.S. bank account. If you are holding a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to (a) Mexican Pesos if you are withdrawing your funds to your local bank account or (b) U.S. Dollar if you are withdrawing your funds to your linked U.S. bank account.

5.2 Withdrawal Limits. Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account. In addition, we may delay withdrawals of large sums of money while we perform a risk review.

5.3 Withdrawal Fees. If applicable, when withdrawing your balance, you will be charged the fees described on Exhibit A, depending on the method of withdrawal. In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged **Currency Conversion Fees** (and as described in Exhibit A)

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

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

We then add a **Currency conversion fee** (and as described in Exhibit A below) to the Base Exchange Rate to form the final foreign exchange rate applied to your transaction. In some cases (see sections 4.2 and 4.3) this final foreign exchange rate may be applied immediately and without notice to you.

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

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

6. Closing Your Account.

6.1 How to Close Your Account. You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any balances associated with Redemption Codes. You must withdraw your balance prior to closing your Account.

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

7. PayPal Buyer Protection.

7.1 Types of Problems Covered. PayPal Buyer Protection helps you if you encounter either of these problems:

- "Item Not Received" (INR): You did not receive the item you paid for with PayPal; or
- "Significantly Not as Described" (SNAD) You received an item you paid for with PayPal but it is Significantly Not as Described (SNAD).

If your problem is a transaction that you did not authorize, please see section 8 below.

An item is "Significantly Not as Described" (SNAD) if it is materially different from what the Seller described on its website or in the item listing. Here are some examples:

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

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

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

7.2 Eligibility Requirements.

a. To be eligible for PayPal Buyer Protection you must meet all of the following requirements:

- You must pay using a PayPal account.
- Open a Dispute within 180 Days of the date you sent the payment – then follow the online dispute resolution process described below under "Dispute Resolution"
- Have an Account in good standing
- The Paying User must respond to PayPal's request for documentation and other information in a timely manner
- You have not received a recovery related to such purchase from another source

7.3 Ineligible Items. Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:

- Real estate;
- Businesses (when you buy all or part of a business);
- Vehicles, including motorcycles, caravans, aircrafts and boats;
- Items that violate [PayPal's Acceptable Use Policy](#);
- Significant Not As Described Claims for custom-made items;
- Payments on crowdfunding platforms;

- For INR, items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale;
- Industrial machinery used in manufacturing;
- Items that have or are capable of having a stored monetary value attached to them such as gift cards and pre-paid cards;
- Personal Payments;
- Activities involving gambling, gaming and/or any other activity with an entry fee and a prize;
- Donations;
- Anything purchased from, or an amount paid to, a government agency;
- Insurances and/or its respective premiums, capitalization bonds and private pension plans;
- Financial products or investments;
- Mass Payments.

Even if your payment is not eligible for PayPal Buyer Protection, you can file a Dispute and resolve the issue directly with the Seller, however, PayPal will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for PayPal Buyer Protection.

7.4 Coverage Amount. If you are eligible for PayPal Buyer Protection and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs.

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

7.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller, you can login to your PayPal account and go to the Resolution Center and follow the process below:

- **Open a Dispute.** Open a Dispute **within 180 Days** of the date you made the payment to negotiate with the Seller for resolution of the Dispute.
- **Escalate the Dispute to a Claim.** If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim **within 20 Days** after opening the Dispute.
- You must wait at least 7 Days from the date of payment to escalate a Dispute for an Item Not Received (INR). If you do not escalate the Dispute to a Claim within 20 Days, PayPal will permanently close the Dispute.
- **Respond to PayPal's requests for information in a timely manner.** During the Claim process, PayPal may require you to provide documentation to support your position.
- **Comply with PayPal's shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims, PayPal will generally require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than \$250 USD (or the equivalents in other currencies as listed in

the table below), proof of delivery is confirmation that can be viewed online and includes the delivery address showing at least city/state or postal code, delivery date, and the URL to the shipping company’s website if you’ve selected “Other” in the shipping drop down menu. For transactions that total \$250 USD or more (or the equivalents in other currencies as listed in the table below), you must also get a signature confirmation of the delivery.

\$250 USD signature confirmation requirement – other currencies equivalents:

Currency	Amount	Currency	Amount
Australian Dollar:	\$350 AUD	New Zealand Dollar:	\$380 NZD
Brazilian Real:	R\$500 BRL	Norwegian Krone:	1,600 NOK
Canadian Dollar:	\$325 CAD	Philippine Peso:	12,500 PHP
Czech Republic Koruna:	6,000 CZK	Polish New Zloty:	800 PLN
Danish Krone:	1,500 DKK	Russian Ruble:	8,500 RUB
Euro:	200 EUR	Singapore Dollar:	\$400 SGD
Hong Kong Dollar:	\$2,000 HKD	Swedish Krona:	2,000 SEK
Hungarian Forint:	55,000 HUF	Swiss Franc:	330 CHF
Israeli New Shekel:	1,000 ILS	Taiwan New Dollar:	8,250 TWD
Japanese Yen:	¥28,000 JPY	Thai Baht:	9,000 THB
Malaysian Ringgit:	1,000 MYR	Turkish Lira:	375 TRY
Mexican Peso:	\$2,200 MX	U.K. Pound Sterling:	£150 GBP
		U.S. Dollar:	\$250.00 USD

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

7.6 Micropayment Disputes and Claims. If you file a Dispute for a Micropayment purchase of up to the

amounts in the table below, PayPal may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of Micropayments refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 7 to attempt to resolve the issue with the Seller directly.

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

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

7.8 Claims filed with Seller or Other Third Parties. You may not file a Dispute/Claim under PayPal Buyer Protection if you have already filed a claim with the Seller or another third party (other than eBay).

7.9 No Double Recovery. You may not receive a recovery for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from the Seller or another third party.

8. Errors and Unauthorized Transactions.

8.1 Protection for Unauthorized Transactions and Errors. When an Unauthorized Transaction or an Error occurs in your Account, PayPal will cover you for the full amount of every eligible Unauthorized

Transaction or Error so long as you follow the procedures discussed below.

An Unauthorized Transaction occurs when a payment is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use. An error occurs when, in your Account Profile or activity or transaction confirmation sent to you by email, there is an error, including but not limited to, the amount debited, pending transfers, or preauthorized (recurring) transfers.

8.2 Notification Requirements.

a. You should immediately notify PayPal if you believe:

- there has been an Unauthorized Transaction or unauthorized access to your Account;
- there is an Error in your Account history statement (you can access your Account history statement by logging into your Account and clicking on a link to “View all of my transactions”) or in your transaction confirmation sent to you by email;
- there is an error in the amount debited from you or a charge debited from your account or pending or preauthorized (recurring) transfers;
- your password or PayPal Mobile PIN has been compromised;
- your PayPal Mobile-activated phone has been lost, stolen or deactivated; or
- you need more information about a transaction listed on the statement or transaction confirmation.

b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good and demonstrable reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transaction or Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Errors in your Account, notify us as follows:

- ***Use this form*** to file a report in the PayPal Resolution Center; or
- Write to PayPal, Attn: Error Resolution Department, Mariano Escobedo 476, Piso 14, Colonia Nueva Anzures, Delegación Miguel Hidalgo, Ciudad de México, Mexico 11590; or
- Call PayPal Customer Service at 01-800-925-0308.

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

- Your name and email address registered to your Account;

- A description of any suspected Unauthorized Transaction or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Error.

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

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

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).
- If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.

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

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

8.4 PayPal Errors. We will rectify any Error that we discover. If the Error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account.

8.5 Your Errors. If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal will not reimburse you or reverse a payment that you have made in error.

9. PayPal Seller Protection.

9.1 Protection for Sellers.

PayPal Seller Protection is a protection available to Sellers for items sold on any website for Claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transaction; or
- Item Not Received.

PayPal Seller Protection is available for eligible payments from buyers in any country. If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available [here](#)) as these policies will apply to you as a Payment Recipient or Seller.

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

9.3 Eligibility Requirements. To be eligible for PayPal Seller Protection, you must meet all of the basic requirements listed below under (a) Basic Requirements. To be covered for Item Not Received protection you must meet both the Basic Requirements and the Item Not Received Additional Requirements listed below under (b). To be covered for Unauthorized Transactions protection you must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements listed below under (c).

a. Basic Requirements:

- You must ship the item through a Shipping Company to the shipping address on the "Transaction Details Page".
- You must respond to PayPal's requests for documentation and other information in a timely manner.
- The item must be a physical, tangible good that can be shipped.

b. Item Not Received Additional Requirements:

- The payment must be marked "eligible" or "partially eligible" for PayPal Seller Protection on the Transaction Details Page.
- You must have a Proof of Delivery as described below in Section 9.4.

c. Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for PayPal Seller Protection on the "Transaction Details Page".
- You must have a Proof of Shipment or a Proof of Delivery as described below in Section 9.4.

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

"Shipping Company": a "Shipping Company" is any one of the following:

- FedEx
- UPS
- DHL

- Estefeta
- Multipack
- Any other shipping company which comply with PayPal internal criteria.

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

- The date the item is shipped.
- The recipient's address, showing at least the city/state or postal code (or international equivalent).

"Proof of Delivery" for intangible items means any compelling evidence to show the purchase order was fulfilled and includes all of the following:

- The date the item is delivered;
- The recipient's address (email/IP, etc) where applicable.

"Proof of Delivery" is online documentation from a Shipping Company that includes all of the following:

- The date the item is delivered.
- The recipient's address, showing at least the city/state or postal code (or international equivalent)."
- Signature Confirmation as described below for payments of \$10,000 MXN or more (or the following equivalents):

Currency	Amount	Currency	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	R\$1,750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Koruna	15,000 CZK	Polish Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble	27,000 RUB
Euro	550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB

Malaysian Ringgit	2,500 MYR	Turkish Lira	1,600 TRY
Mexican Peso	\$10,000	U.K. Pounds Sterling	£450 GBP
		U.S. Dollar	\$750 USD

"Signature Confirmation" is online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

9.5 Items and Transactions not Eligible for PayPal Seller Protection.

The following are examples of items/transactions not eligible for PayPal Seller Protection:

- Claims or Chargebacks for Significantly Not as Described;
- Items that you deliver in person, including at a point of sale;
- Intangible items, including Digital Goods and services;
- Items that are not shipped to the recipient address. If you originally ship the item to the recipient address but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid Proof of Shipment and Proof of Delivery;
- Items that you have shipped after PayPal has advised you not to ship. PayPal may advise you through several methods, including:
 - in your Account history statement (you can access it by logging into <https://www.paypal.com.mx> and viewing the status information in the Account history statement);
 - by email sent by PayPal;
 - by a message to your PayPal Account;
- Donations;
- Financial products and investments;
- Items equivalent to cash (including, without limitation, gift cards or vouchers);
- Payment received via Personal Payments, Mass Payments, PayPal Direct Payments, Virtual Terminal Payments or PayPal Business Payments.

9.6 Ineligible Sellers

If PayPal determines that you have had an excessive number of Claims, Chargebacks or Reversals during a given period, you may become ineligible for PayPal Seller Protection. In such an event, PayPal will provide you with written notice informing you that you are no longer eligible for PayPal Seller Protection. If subsequently the rate of the Claims, Chargeback or Reversals in your Account is reduced, you may become eligible for PayPal Seller Protection again at PayPal's sole discretion, and in such a case PayPal shall notify you in writing of your eligibility.

10. Restricted Activities.

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

- a. Breach this Agreement, the [Acceptable Use Policy](#) or any other Policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation;
- 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. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- f. Provide false, inaccurate or misleading Information;
- g. Engage in potentially fraudulent or suspicious activity and/or transactions;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or card issuer for the same transaction during the course of a Dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative balance;
- o. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- p. 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;
- q. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- r. Take any action that imposes an unreasonable or disproportionately large load on the PayPal Services or on our website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf;

- s. Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse detrimentally interfere with, surreptitiously intercept or expropriate or gain unauthorized access to any system, data , Information or PayPal Services;
- t. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- u. Use any device, software or routine to bypass our robot exclusion headers, or interfere or disrupt or attempt to interfere with or disrupt our website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf, any of the PayPal Services or other User's use of any of the PayPal Services;
- v. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers; or
- w. Abuse (as either a Paying User or Receiving User) of the Dispute Resolution process and/or PayPal Buyer Protection.

11. Your Liability - Actions We May Take.

11.1 Your Liability.

- a. **General.** You are responsible for all Reversals, Chargebacks, Claims, Fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. 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.** If you are a Seller and you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the Buyer Protection policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection policies available [here](#)). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions - see Section 9 (PayPal Seller Protection) above.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal Seller Protection will not cover your liability for SNAD Claims.

- c. **Liability for claims filed under eBay's Money Back Guarantee program.** If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay. If you do not have a balance that is sufficient to cover you the total amount of your liability, your Account will have negative balance, and you will be required to immediately reimburse PayPal through an alternative method. If

you do not do so, PayPal may engage in appropriate collection efforts to recover such amounts from you, including but not limited to, include your name in the register of credit protection entities, instruct a collection agency to recover the amount due and/or initiate legal proceedings.

- d. **Liability for instructions given by you on your Account.** Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by PayPal. PayPal will not be liable for any loss or damage you or anyone else suffers where PayPal acts on those instructions in good faith, unless it was proved that PayPal was negligent.

11.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your Balance or reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

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

- a. We may close, suspend, or limit your access to your Account or the PayPal Services;
- b. We may suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection;
- c. We may refuse to provide the PayPal Services to you now and in the future;
- d. We may limit your access to our website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf; or
- e. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to PayPal or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

11.4 Actions by PayPal - Holds.

- a. **Risk-Based Holds.** PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear in your "pending balance" and the payment status will indicate the hold, for example it can show as "Completed - Funds not yet available." If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.
- b. **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a payment

you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller Protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

11.5 Actions by PayPal - Reserves.

PayPal, in its sole discretion, may place a Reserve on funds held in your Business Account when PayPal believes there may be a high level of risk associated with your Account. If PayPal places a Reserve in your Account, transactions will be shown as "pending" in your PayPal balance, and you will not have access to funds in a "pending" status until they are cleared. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of 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.

11.6 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. PayPal, in its sole discretion, reserves the right to suspend or terminate this Agreement and/or access to or use of PayPal's website, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf, or some or all of the PayPal Services for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance; the foregoing without any responsibility for PayPal or the need for prior judicial resolution. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts, the PayPal system and/or PayPal's services providers. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

11.7 Acceptable Use Policy Violations. If you violate the [Acceptable Use Policy](#) then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages for each violation of the Acceptable Use Policy. You agree that \$2,500.00 USD (or equivalent) per transaction in violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct the amounts directly from any of your Account balances.

12. Disputes with PayPal.

12.1 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 the PayPal Services may be reported to Customer Service online through the [PayPal Help Center](#) at any time, or by calling 01-800-925-0308 from 8 AM to 7PM, Mexico City.

12.2 Law and Forum for Disputes. The parties agree that any claim or dispute You and PayPal may have

arising out of this Agreement shall be settled by the Courts of the City of Mexico City, Mexico, with express waiver of any other jurisdiction applicable to the parties due to their current or future domicile, or any other reason. This Agreement shall be governed in all respects by the laws of Mexico.

12.3 Notices to You. You agree that PayPal may provide you Communications about your Account, the PayPal Services and this Agreement electronically. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

12.4 Notices to PayPal. Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to PayPal must be sent by internationally established courier service with receipt acknowledgement to: Operadora PayPal de México, S. de R.L. de C.V., Attention: Legal Department, Avenida Mariano Escobedo 476, Piso 14, Col. Nueva Anzures, Delegación Miguel Hidalgo, México City, México, C.P. 11590.

12.5 Insolvency Proceedings. If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

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

13. General Terms.

13.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, SOFTWARE, SYSTEMS (INCLUDING ANY NETWORKS AND SERVERS USED TO PROVIDE ANY OF THE PAYPAL SERVICES) OPERATED BY US OR ON OUR BEHALF, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

13.2 Services Limitation. PayPal is not a bank and the PayPal Services are payment processing services rather than banking services. PayPal is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent. PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

13.3 No Warranty. THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the PayPal Services and PayPal cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous,

uninterrupted or secure access to any part of the PayPal Services, and operation of our site, software or systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf, may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. This paragraph gives you specific legal rights and you may also have other legal rights pursuant to applicable law.

13.4 Indemnification. You agree to defend, indemnify and hold PayPal, Affiliates, and our officers, directors, agents, joint ventures, employees service providers and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of the PayPal Services.

13.5 PayPal License Grant to You. If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded, or otherwise accessed through a web or mobile platform, to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to access and/or use PayPal's software in accordance with the respective documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation access and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with implementation access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. PayPal may change or discontinue any APIs upon notice to you. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any 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, software 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.

13.6 License Grant from You to PayPal; IP Warranties. Subject to section 13.7, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection

with the PayPal Services.

13.7 License Grant from Merchants to PayPal. Section 13.6 notwithstanding, if you are a Merchant using PayPal Services, you hereby grant us a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free right to use and display publicly, during the term of this Agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a Merchant that accepts a PayPal Service as a payment form, and (2) any other use to which you specifically consent.

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

13.9

"13.9(a) Contacting You. In order to contact you more efficiently, we may at times contact you using autodialed or prerecorded message calls or text messages at the telephone number(s) you have provided us. We may place such calls or texts to (i) provide notices regarding your Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. You agree that we and our service providers may contact you using autodialed or prerecorded message calls and text messages to carry out the purposes we have identified above. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply. We and our service providers will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes at the telephone number(s) you designate unless we receive your prior express written consent. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile.

13.9(b) Your Choices. You do not have to consent to receive autodialed or prerecorded message calls or texts in order to use and enjoy PayPal's products and services. Where PayPal is required to obtain your consent for such communications, you may choose to revoke your consent by contacting customer support at 01-800-925-0308 or the numbers shown on our website, and informing us of your preferences."

13.10 Marketing. If you receive Information about another User through the PayPal Services, you must keep the Information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.

13.11 Password Security. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the

PayPal Services.

13.12 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.

You may be subject to value added tax, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.

Pursuant to Mexican Tax Legislation, as of September 1, 2015, the PayPal Fees charged by Operadora PayPal de Mexico, S. de R.L. de C.V. to all Users under the Mexican User Agreement will be subject to the applicable standard rate of Mexican Value Added Tax ("VAT").

Subject to certain conditions, you will be able to obtain VAT invoices on a monthly basis, issued in compliance with local Mexican Tax Legislation. The details of such conditions, as well as all other details pertaining the generation and retrieval of said invoices, will be published on the PayPal website, and communicated to you separately.

All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.

13.13 Complete Agreement and Survival. This Agreement, along with any applicable Policies on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 6 (Closing Your Account), 11 (Your Liability – Actions We May Take), 12 (Disputes with PayPal), 13 (General Terms), 14 (Definitions), and the [Fees applicable to your use of the PayPal Services](#) (and as described in Exhibit A) as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

13.14 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time, by means of simple notice to you in terms of this Agreement.

13.15 Translated Agreement. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the Spanish version of this Agreement and a version in a language other than Spanish, the Spanish version shall apply.

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

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

14. Definitions.

"Account Profile" means the location on our website where you can, after logging in, view and manage

your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.

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

"Add Funds" or **"Top Up"** means your ability to transfer money from your bank account to your PayPal Account.

"Affiliate" means PayPal Holdings Inc. or a company that is a direct or indirect subsidiary of PayPal Holdings Inc., or otherwise related to PayPal through common ownership or control.

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

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

"Business Days" means Monday through Friday, excluding the official national holidays recognized in Mexico.

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

"Claim" means a challenge to a payment that a User files directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.

"Communications" means any Account or transaction information that PayPal provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure; transaction receipts or confirmations; Account history statements; and tax statements we are required to make available to you.

"Customer Service" is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time, or by calling 01-800-925-0308 from 8 AM to 7 PM, Mexico City time.

"Days" means calendar days.

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

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

"Dispute" means a dispute filed by a User directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.

"eBay" means eBay Inc.

"eCheck" means a payment funded using a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the U.S.

"Error" means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.

"Fees" means those [Fees applicable to your use of the PayPal Services](#) (and as described in Exhibit A).

"Information" means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.

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

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

"Merchant" and **"Seller"** are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payments.

"Micropayments" means the PayPal Service offered to certain qualifying Merchants who sell goods that, among other things, offers micropayments pricing and integrated website tools.

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

"Payment Method" means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: eCheck, balance, credit card, debit card, and Redemption Codes.

"PayPal Mobile" means a PayPal Service that allows you to send and receive payments through your mobile phone.

"PayPal Seller Protection" means the protection program PayPal offers Sellers as described in Section 9.

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

"PayPal," "we," "us" or "our" means Operadora PayPal de México, S. de R.L. de C.V.

"Personal Payment" means a payment to a friend or a family member for goods and/or services such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts. Personal Payments are not available in most countries.

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

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

"Preferred Payment Method" means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

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

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

"Restricted Activities" means those activities described in Section 10 of this Agreement.

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

"Seller" – see "Merchant" definition.

"Significantly Not as Described" has the definition provided in Section 7.1 of this Agreement.

"Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

"Top Up" – see "Add Funds" definition.

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

"Unauthorized Transaction" means as defined in Section 8.1 of this Agreement.

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

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

Exhibit A - Fees.

1. Overview.

PayPal charges the following Fees:

1. Fees for receiving payments

2. Additional Fees:

- Currency conversion fee;
- Withdrawing your balance fee;
- eCheck fee;
- Chargeback fee;
- Credit card and debit card confirmation fee; and
- Records request fee.

3. Fees for other pricing categories:

- Micropayments for digital goods fee;
- Mass Payments / Payouts; and
- **Installments Fee.**

For additional information about the Fees applicable to you view the [PayPal Fees page](#).

2. Fees for receiving payments.

The fees for receiving payments through your PayPal Account apply to the following situations:

- A payment for the sale of goods or services;
- When requesting payments from a buyer through the PayPal website; or
- A payment for goods and services that is sent to, or received by, a business or payments received by a non-profit entity
- All Fees shall be subject to VAT pursuant to Mexican Tax Legislation. Please see Section 13.12 of the User Agreement for additional information.

The base rate for receiving payments in your PayPal Account from users in Mexico is:	And when you receive payments in your PayPal Account from users outside Mexico:
3.95% + fixed fee	You pay 0.50% in addition to the applicable rate

We offer tiered fees for receiving payments based on the volume of payments received in your PayPal Account from users in Mexico and subject to further review and approval by PayPal, but you must [contact us](#) to receive the applicable rate. Tiered rates are applied at PayPal's discretion, and begin to be applied only once your account is approved for the applicable rate. The tiered fees that may apply are described in the table below:

<i>If the volume of payments received in your PayPal Account from users in Mexico is:</i>	<i>You may be eligible to pay:</i>	<i>And when you receive payments in your PayPal Account from users outside Mexico:</i>
\$50,000 - \$249,999 pesos	3.65% + <i>fixed fee</i>	You pay 0.50% in addition to the applicable rate
\$250,000 - \$499,999 pesos	3.45% + <i>fixed fee</i>	
\$500,000 - \$999,999 pesos	3.15% + <i>fixed fee</i>	
+ \$1,000,000 pesos	2.95% + <i>fixed fee</i>	

Fixed fee for receiving payments

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

3. Additional Fees.

<i>Activity</i>	<i>Additional fees</i>
Currency conversion	When a currency conversion is required, it will be completed at a foreign exchange rate determined by PayPal based on wholesale currency market conditions or a relevant government reference rate, if required by law or regulation. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. The exchange rate is further adjusted

	to include a 3.5% processing fee (plus applicable VAT) , and such processing fee is retained by PayPal. You may have the option to have the card issuer perform the conversion (depending on the type of funding source). Please see Section 5.4 of the User Agreement for more detail.																																																				
Withdrawing your Balance	<table border="1"> <thead> <tr> <th>Withdrawal Method:</th> <th>Fee:</th> </tr> </thead> <tbody> <tr> <td>Withdrawals you make to your U.S. bank account.</td> <td>Free</td> </tr> <tr> <td>Automatic transfers we make to your credit card or U.S. bank account.</td> <td>Free</td> </tr> </tbody> </table>	Withdrawal Method:	Fee:	Withdrawals you make to your U.S. bank account.	Free	Automatic transfers we make to your credit card or U.S. bank account.	Free																																														
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Withdrawals you make to your U.S. bank account.	Free																																																				
Automatic transfers we make to your credit card or U.S. bank account.	Free																																																				
Receiving eChecks	Same as Fees for receiving payments (see above)																																																				
Chargebacks	<p>The Chargeback Fee is charged at the time a Chargeback is applied to your Account for a payment you receive. If you are eligible for PayPal Seller Protection for that payment, the Fee is waived. The Fee is based on the currency received as shown on the table:</p> <table border="1"> <thead> <tr> <th>Currency</th> <th>Fee</th> <th>Currency</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Australian Dollar:</td> <td>\$15.00 AUD</td> <td>New Zealand Dollar:</td> <td>\$15.00 NZD</td> </tr> <tr> <td>Brazilian Real:</td> <td>R\$20.00 BRL</td> <td>Norwegian Krone:</td> <td>65.00 NOK</td> </tr> <tr> <td>Canadian Dollar:</td> <td>\$15.00 CAD</td> <td>Philippine Peso:</td> <td>500.00 PHP</td> </tr> <tr> <td>Czech Koruna:</td> <td>250.00 CZK</td> <td>Polish Zloty:</td> <td>30.00 PLN</td> </tr> <tr> <td>Danish Kroner:</td> <td>60.00 DKK</td> <td>Russian Ruble:</td> <td>320.00 RUB</td> </tr> <tr> <td>Euro:</td> <td>11.25 EUR</td> <td>Singapore Dollar:</td> <td>\$15.00 SGD</td> </tr> <tr> <td>Hong Kong Dollar:</td> <td>\$75.00 HKD</td> <td>Swedish Krona:</td> <td>80.00 SEK</td> </tr> <tr> <td>Hungarian Forint:</td> <td>2,000.00 HUF</td> <td>Swiss Franc:</td> <td>10.00 CHF</td> </tr> <tr> <td>Israeli New Shekel:</td> <td>40.00 ILS</td> <td>New Taiwan Dollar:</td> <td>\$330.00 TWD</td> </tr> <tr> <td>Japanese Yen:</td> <td>¥1,300.00 JPY</td> <td>Thai Baht:</td> <td>360.00 THB</td> </tr> <tr> <td>Malaysian Ringgit:</td> <td>40.00 MYR</td> <td>U.K. Pounds Sterling:</td> <td>£7.00 GBP</td> </tr> <tr> <td>Mexican Peso:</td> <td>110.00 MXN</td> <td>U.S. Dollar:</td> <td>\$10.00 USD</td> </tr> </tbody> </table>	Currency	Fee	Currency	Fee	Australian Dollar:	\$15.00 AUD	New Zealand Dollar:	\$15.00 NZD	Brazilian Real:	R\$20.00 BRL	Norwegian Krone:	65.00 NOK	Canadian Dollar:	\$15.00 CAD	Philippine Peso:	500.00 PHP	Czech Koruna:	250.00 CZK	Polish Zloty:	30.00 PLN	Danish Kroner:	60.00 DKK	Russian Ruble:	320.00 RUB	Euro:	11.25 EUR	Singapore Dollar:	\$15.00 SGD	Hong Kong Dollar:	\$75.00 HKD	Swedish Krona:	80.00 SEK	Hungarian Forint:	2,000.00 HUF	Swiss Franc:	10.00 CHF	Israeli New Shekel:	40.00 ILS	New Taiwan Dollar:	\$330.00 TWD	Japanese Yen:	¥1,300.00 JPY	Thai Baht:	360.00 THB	Malaysian Ringgit:	40.00 MYR	U.K. Pounds Sterling:	£7.00 GBP	Mexican Peso:	110.00 MXN	U.S. Dollar:	\$10.00 USD
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Credit Card and Debit Card Confirmation	In some instances, PayPal may require you to verify control of your credit card or debit card. In order to do so, PayPal makes a charge to your credit card or debit card and then requires you to verify the code associated with the charge. This amount will be refunded when you successfully complete the credit card or debit card verification process.																																																				

	Currency	Fee	Currency	Fee
	Australian Dollar:	\$2.00 AUD	New Zealand Dollar:	\$3.00 NZD
	Brazilian Real:	R\$4.00 BRL	Norwegian Krone:	15.00 NOK
	Canadian Dollar:	\$2.45 CAD	Philippine Peso:	100.00 PHP
	Czech Koruna:	50.00 CZK	Polish Zloty:	6.50 PLN
	Danish Kroner:	12.50 DKK	Russian Ruble:	60 RUB
	Euro:	1.50 EUR	Singapore Dollar:	\$3.00 SGD
	Hong Kong Dollar:	\$15.00 HKD	Swedish Krona:	15.00 SEK
	Hungarian Forint:	400.00 HUF	Swiss Franc:	3.00 CHF
	Israeli New Shekel:	8.00 ILS	New Taiwan Dollar:	\$70.00 TWD
	Japanese Yen:	¥200.00 JPY	Thai Baht:	70.00 THB
	Malaysian Ringgit:	10.00 MYR	U.K. Pounds Sterling:	£1.00 GBP
	Mexican Peso:	20.00 MXN	U.S. Dollar:	\$1.95 USD
Records requests fee	\$10.00 SGD (per item), or other currency equivalent. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.			

4. Fees for Other Pricing Categories.

4.1 Micropayments for digital goods

If you apply and qualify for Micropayments for digital goods, then for each transaction involving only digital goods, you agree to pay either (i) the [Fees for receiving payments](#) or (ii) the Micropayments for digital goods Fees below, whichever rate results in a lower amount being charged to you for the transaction.

If Micropayments Fees apply to your account, then the fees set forth in the table below will apply:

If you qualify to receive micropayments for digital goods and the funds you are receiving are coming from a user:

Then you pay:

In Mexico

5.00% + ***fixed fee***

Outside Mexico

5.50% + ***fixed fee***

If you have both a Micropayments Fees for digital goods enabled account and a standard pricing Account, it is your responsibility to correctly route your payments to the appropriate Account, and once

a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account.

Fixed fee for micropayments for digital goods

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

4.2 Mass Payments / Payouts Fee.

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

In Mexico and outside Mexico: You pay 2% of the payment up to a Maximum Mass Payment/Payout Fee per recipient as listed below.

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

4.3 Installment Processing Fee

If your buyer decides to pay you in installments, the Fee you pay is based on the number of installments selected by the buyer. The fee is the applicable domestic **Fees** for Receiving Payments as listed in **Fees** for Receiving Payments Table, see Section 2 above, plus the following applicable additional installments fees:

If your customer pays in:	Then you pay an additional fee of:
3 monthly Installments	4.55%
6 monthly Installments	7.25%
9 monthly Installments	11.25%
12 monthly Installments	13.50%

PayPal reserves the right to remove your ability to offer installments using the PayPal Services anytime and without prior notice to you.

5. Bank/Credit Card Fees.

Your bank, credit or debit card company may charge you fees for sending or receiving funds through PayPal. For example, you may be charged currency conversion processing fees, international transactions fees, or other fees even when your transaction is domestic, and does not require a currency conversion. PayPal is not liable for any fees charged to you by your bank, credit or debit card company or other financial institution based on your usage of PayPal. If you are in Israel, your bank account may be charged immediately for a PayPal transaction that is funded with a credit card.

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