

# User Agreement for PayPal Service

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This User Agreement (the "**Agreement**") is a contract between you and Limited Liability Company Non-Banking Credit Institution "PayPal RU", a credit institution established under Russian law, located at Butyrskiy Val St., 10 125047, Moscow, Russian Federation, and operating under the license of the Central Bank of Russia No. 3517-K. The Agreement applies to your use of the PayPal Services and your Account. By accepting this Agreement you also accept and agree with all of the terms and conditions contained in any applicable agreements and Policies on the Legal Agreements page, including, but not limited to, the PayPal Acceptable Use Policy, PayPal Privacy Policy.

We may at any time amend this Agreement, including the Fees and other amounts which apply to your Account (an "**Update**") by giving notice of any such material Update by posting a revised version of this Agreement on the PayPal Website. An Update will be made unilaterally by us. We will give you 30 Days' prior notice of any Update with the Update taking effect at the earliest once the 30 Days notice period has passed, except the 30 Days notice period will not apply where an Update relates to the addition of a new service, extra functionality to the existing PayPal Services or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities, in which case the Update will be made without prior notice to you and shall be effective immediately.

If you do not accept any Update, you may close your Account following the account closure procedure set out in Section 10. If you do not object to an Update by closing your Account within the 30 Days' notice period, you will be deemed to have accepted it by conduct. While you may close your Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement.

**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:**

**(1) E-money transfers received in your Account may be reversed at a later time, for example, if an e-money transfer is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that an e-money transfer may be reversed from your Account after you have provided the sender the goods or services that were purchased.**

**(2) We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your e-money if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.**

# 1. PayPal Services and Eligibility

## 1.1 PayPal Services

PayPal is an e-money operator effecting e-money transfers without opening bank accounts and providing the PayPal Services to you via the Internet. Our services allow you to make e-money transfers to anyone with an Account and to receive e-money transfers.

You will not receive interest or other earnings on the e-money stored at your Balance. We will not provide you any credits, loans or other amounts to increase your Balance.

We do not have any control over, and are not responsible or liable for, the products or services that are paid for with PayPal Services. 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. This Agreement is not a public agreement as defined in Article 426 of the Civil Code of the Russian Federation.

## **1.2 Eligibility**

Only the following persons are eligible to use the PayPal Services:

1. Individuals and individual entrepreneurs provided that you:
  - a. are a Russian citizen, or otherwise have rights to reside in the Russian Federation;
  - b. have reached the age of 18 years old;
  - c. have full legal capacity to enter into a contract;
  - d. are registered as an individual entrepreneur in accordance with the legislation of the Russian Federation (applicable for individual entrepreneurs only); and
  - e. have an e-mail address.
  
2. Legal entities, registered in accordance with the legislation of the Russian Federation, which have an e-mail address.

You must list your correct country of residence in your Account. If you are a resident of another country, you may access the agreement that applies to you from our website in your country.

# **2. Accounts**

## **2.1 Types of Accounts**

We offer two different types of Accounts: Personal and Business Accounts. You may not hold more than one Account. By opening a Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account for personal, family, or household purposes, as well as confirm that you are not acting on behalf of an undisclosed beneficiary. Business accounts may be opened only by legal entities and individual

entrepreneurs. By opening a Personal Account and accepting the terms as outlined in this Agreement, you attest that you are not acting on behalf of an undisclosed principal, a third party beneficiary, or beneficial owner.

## **2.2 Verification**

You may hold a Business Account only if your identity has been Verified. Your Personal Account will be subject to restrictions set out in Section 2.4, depending on completion of the relevant Verification of identity. Please see Section 3 for further information about our Verification requirements.

## **2.3 Restrictions**

Your Account is subject to certain restrictions which depend on whether you are an individual, legal entity or individual entrepreneur, and, if you are an individual, on whether or not your identity has been Verified.

## **2.4 Restrictions for individuals**

If you are an individual, you are subject to the following restrictions.

- a. if your identity has not been Verified:
  - a. you can only hold Balance in Rubles and your Balance can not exceed 15,000 Rubles at any point in time;
  - b. you cannot transfer more than 15,000 Rubles at once;
  - c. the total amount of e-money transfers made or received by you during a calendar month can not exceed 40,000 Rubles;
  - d. you cannot receive e-money transfers;
  - e. you cannot transfer e-money to individuals and other recipients which are subject to special restrictions under Russian law;
  - f. you cannot withdraw e-money to your bank account;
  - g. you are subject to other applicable restrictions provided by Russian law.
- b. if your identity has been Verified using a simplified procedure:
  - a. you can only hold Balance in Rubles and your Balance can not exceed 60,000 Rubles at any point in time (if you receive an e-money transfer in other currency than Rubles it will be automatically converted into Rubles and you will pay a Currency Conversion Fee as set out in Exhibit A (Fees));
  - b. you cannot transfer more than 60,000 Rubles at once;
  - c. the total amount of e-money transfers made or received by you during a calendar month can not exceed 200,000 Rubles;

- d. you are subject to other applicable restrictions provided by Russian law.
- c. if your identity has been Verified:
  - a. your Balance can not exceed 550,000 Rubles (or other currency equivalent) at any point in time; and
  - b. you can not transfer more than 550,000 Rubles (or other currency equivalent) at once.
- d. the total amount of e-money transfers made by you to a User located outside Russia can not exceed 5,000 USD (or other currency equivalent) per Day;
- e. you are subject to other applicable restrictions provided by Russian law.

## **2.5 Restrictions for legal entities and individual entrepreneurs**

If you are a legal entity or individual entrepreneur, you are subject to the following restrictions:

- a. your Balance can not exceed 550,000 Rubles (or other currency equivalent) as at the end of every Day; Any amount on your Balance in excess of 550,000 Rubles will be automatically sent to any such Russian bank account that you would have indicated to PayPal;
- b. you can make e-money transfers only to individuals whose identity has been Verified;
- c. you can receive e-money transfers only from individuals;
- d. you should provide your bank account details for the legal entity or individual entrepreneur to us for the purposes of withdrawing e-money from your Balance; and
- e. you are subject to other applicable restrictions provided by Russian law.

## **2.6 Sending limits**

We may, at our discretion, impose other limits on the amount of e-money transfers you can send through the PayPal Services in addition to those listed in Sections 2.4 and 2.5 above. You can view your sending limit, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page.

## **2.7 Receiving limits**

We may, at our discretion, introduce a yearly receiving limit on your Account, you can view it by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page. For this purpose, "yearly" relates to each calendar year. We may also, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose other limits on the amount of e-money you can receive through the PayPal Services, in addition to those listed in Sections 2.4 and 2.5 above.

# 3. Verification

## 3.1 Information

In order to open and maintain an Account, you must provide us with correct and updated Information. The Information which you are required to provide depends on whether you are an individual, legal entity or individual entrepreneur and on the type of your Account, and may include any identification documents as may be requested by PayPal from time to time.

## 3.2 Inquires

You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to Verify your identity. This may include, but is not limited to, asking you for further information or documentation, 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.

PayPal reserves the right to request additional information from you, other than what is referred to in this Agreement, to allow it to comply with its anti-money laundering obligations. You agree to comply with any request for further information as we reasonably require to enable us to comply with our anti-money laundering obligations. This may include, without limitation, requiring you to fax, email or otherwise provide to us certain documents in a given timeframe. You also agree to provide us, upon our reasonable request and at your own expense, information about your operations and about the sources of funds origination.

## 3.3 Credit report authorization

If you open a Business Account, you are providing PayPal with your written instructions and authorization in accordance with Russian and any other 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: (i) when you request certain new products, or (ii) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.

## 3.4 Updates to Information

You are required to update your Information, ensure it is up to date and provide relevant updated Information as may be requested by PayPal from time to time. If there is a discrepancy between the Information reflected in your Account Profile and the information contained in the documents you provide for the purpose of Verification, PayPal reserves the right to amend such Information so that it conforms to the documents provided. If your bank card number or

expiration date changes, we may acquire that information from our financial services partner and update your Information accordingly.

### **3.5 Beneficial owner**

You must be the beneficial owner of the Account, and conduct business only on behalf of yourself.

## **4. E-Money Transfers**

### **4.1 Transfer Orders**

In order to make an e-money transfer, you should submit a Transfer Order to us via your Account. After we receive the Transfer Order, we will review it and, subject to Section 4.3, perform the following actions simultaneously: (i) accept your Transfer Order, (ii) debit the amount of the e-money transfer from your Balance, and (iii) credit it to the Balance of the recipient. After that, your Transfer Order will be considered executed.

### **4.2 Submitting Transfer Orders**

In order to submit a Transfer Order, you should:

- a. submit the correct log-in information (e.g. e-mail and password) and successfully log into the Account; and
- b. complete the respective form via the Account Profile by providing us the following information:
  - a. currency and amount of the e-money transfer;
  - b. information about the Funding Source;
  - c. recipient's e-mail address;
  - d. purpose of the e-money transfer; and
  - e. other information requested by PayPal.

### **4.3 Acceptance of Transfer Orders**

We will not accept your Transfer Order until the e-money transfer you initiated under the Transfer Order is Unconditional. For the avoidance of doubts, an e-money transfer is not Unconditional unless all of the below conditions are met:

- a. you have enough funds at your Funding Source to make the e-money transfer;
- b. amount of your Balance does not exceed the applicable limit specified in Section 2.4 or 2.5, and will not exceed it as a result of the e-money transfer;
- c. amount of your e-money transfer does not exceed the applicable limit specified in Section 2.4 or 2.5;
- d. the recipient has accepted your e-money transfer (in case the recipient is required to accept it);
- e. PayPal has not restricted your right to use the Account;
- f. in case of Preapproved Transfers, all Authorizations required to make a Preapproved Transfer has been obtained by you; and
- g. any other condition is met which is required for PayPal under this Agreement or Russian law to accept and execute your Transfer Order.

#### **4.4 Finality and Irrevocability**

Your e-money transfer becomes Final and Irrevocable once PayPal accepts and executes your Transfer Order, as described in Section 4.1 above.

#### **4.5 Notifications**

We will immediately notify you that your Transfer Order has been received, delayed, cancelled or accepted and executed via Account Profile or by email.

## **5. Funding Sources**

### **5.1 Funding Sources**

When you make an e-money transfer, you authorize us to obtain funds on your behalf from your Funding Source, to issue e-money and to transfer the e-money to the recipient or to your Balance, in each case according to your Transfer Orders and subject to the terms of this Agreement.

### **5.2 Default Funding Sources**

If you have not selected a Preferred Funding Source, PayPal will fund your e-money transfer in this order (subject to availability):

- a. Balance; and



b. Bank card.

Note: If you do not want to use your Balance, you must withdraw it before making an e-money transfer.

### **5.3 Preferred Funding Source**

You may select a Preferred Funding Source each time you make an e-money transfer, except for a Preapproved Transfer.

For a Preapproved Transfer, you can select a Preferred Funding Source when you provide your initial Authorization for this e-money transfer and through the "My Preapproved Transfers" section of your Account Profile.

If you select a Preferred Funding Source but have available Balance, your Balance will be used to fund your e-money transfer. PayPal may limit the Funding Sources available for an e-money transfer.

### **5.4 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.

### **5.5 Increase of Balance within specific arrangements**

If you are an individual, your Balance may be increased using the funds of PayPal, its Affiliates or partners within the framework of contests, incentive actions, programs and other arrangements approved by PayPal.

## **6. Refused and Refunded E-Money Transfers**

### **6.1 Acceptance of your e-money transfers**

In certain cases the recipient should accept your e-money transfer. If the recipient denies your e-money transfer, your Transfer Order will be declined by PayPal.

## **6.2 Merchant processing delay**

When you send a payment to certain merchants, you are providing an Authorisation to the merchant to process your payment and complete the transaction. Some merchants may delay processing your payment. In such an instance, your Authorisation will remain valid for up to 30 Days. If you have a positive Balance at the time you made your Authorisation, you agree that PayPal may hold the amount of your Balance which forms the payment in your reserve account. The payment will be held as pending in your reserve account until the merchant completes the processing of your payment. If your payment requires a currency conversion by us, the exchange rate (which includes a Currency Conversion Fee) will be determined at the time the merchant processes your payment and completes the transaction. Between the time you authorise a payment and the time the payment is processed, the merchant may amend the payment amount (for example, to account for taxes, postage or amendments to the purchase you made with the merchant). You agree, at the time of Authorisation, to authorise a payment to be made to the merchant up to the amount which is highlighted as being the 'maximum amount' (or similar) on the payment authorisation page. This is to include any additional amounts which may be payable by you to the merchant, as subsequently agreed by you and the merchant. You further agree that we are not required to verify this additional amount with you at the time the payment is transferred and that we may transfer any amount up to the 'maximum amount' (or similar) on the basis of your Authorisation and upon receiving instructions from the merchant of the final payment amount.

# 7. Preapproved Transfers

## **7.1 What is a Preapproved Transfer**

A Preapproved Transfer is an e-money transfer in which PayPal debits your Balance in accordance with your Authorization on the basis of a Transfer Order or Transfer Orders submitted by a certain recipient on a one-time, regular, or sporadic basis. Preapproved Transfers are sometimes called "subscriptions", "recurring payments", "preauthorized e-money transfers" or "automatic payments".

## **7.2 Stopping a Preapproved Transfer**

You may stop a Preapproved Transfer at any time up to 3 Business Days prior to the date the

next e-money transfer is scheduled to be made by notifying PayPal. To stop a Preapproved Transfer, access the "My Preapproved Transfer" section of your Account Profile and follow the links to stop the e-money transfer. You may also stop a Preapproved Transfer by calling PayPal at such contact details as indicated on PayPal Website. Once you contact PayPal to stop a Preapproved Transfer, all future e-money transfers under your agreement with the Merchant will be stopped. If you stop a Preapproved Transfer 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.

### **7.3 If you want to receive Preapproved Transfers**

If you are the recipient who wants to receive Preapproved Transfers, you must obtain the sender's Authorization to the e-money transfers' amount, frequency and duration prior to submitting the Transfer Orders.

## **8. Eligibility for Use**

### **8.1 Liability for invalidated e-money transfers**

When you receive an e-money transfer which is further invalidated for any reason, you are liable to PayPal for the full amount of the e-money transfer sent to you plus any Fees. This means that, in addition to any other liability, you will be responsible for the amount of the e-money transfer sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal.

### **8.2 No surcharges**

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

## **9. Withdrawing Money**

### **9.1 How to withdraw money**

You may withdraw e-money from your Balance by electronically transferring them to your bank account. To enable this option you will need to link your bank account to your PayPal account within your Account Profile (for verification purpose PayPal will send a small deposit to your bank account after you indicate it, you do not need to return this deposit to PayPal). If you are a legal entity or individual entrepreneur, PayPal will initiate automatic transfer to your bank account in the end of every Business Day, if the amount of your Balance exceeds 550,000 Rubles (or other currency equivalent). If the Balance you withdraw is held in the currency other than Ruble, you will be charged Currency Conversion Fees for conversion of the withdrawn currency amount into Rubles as set out in Exhibit A (Fees).

## **9.2 Withdrawal limits**

Depending on the degree to which you have Verified your identity, we may limit your ability to withdraw e-money until you comply with our requests for Information. You can view your withdrawal limit, if any, by logging into your Account and clicking on the "View Limits" link on the Account Overview page. In addition, we may delay withdrawals of large sums of e-money while we perform a risk review, and introduce a minimum amount of e-money which you may withdraw.

# 10. Closing Your Account

## **10.1 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 Transfer Orders submitted by you which have not been executed. You must withdraw your Balance prior to closing your Account.

## **10.2 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 e-money 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.

# 11. PayPal Protection Programs

By entering into this Agreement, you also accept the PayPal Protection Programs Agreement under which you may be protected against the following issues:

## 11.1 PayPal Buyer Protection

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 12 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.

## Eligibility Requirements

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

- Pay for the full amount of the item with one payment from your Account. Items purchased with multiple payments or instalments are not eligible;
- 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;
- You have not received a recovery related to such purchase from another source (and have not filed a chargeback claim with your bank or your credit card company).

### **Ineligible Items**

PayPal Buyer Protection only applies to PayPal payments for certain goods. Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:

- a. Real estate
- b. Businesses (when you buy a business)
- c. Vehicles, including motorcycles, caravans, aircrafts and boats
- d. Custom made items
- e. Items prohibited by [PayPal's Acceptable Use Policy](#)
- f. Items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- g. Industrial machinery used in manufacturing
- h. Items equivalent to cash, including prepaid or gift cards
- i. Personal 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.

### **Coverage Amount**

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

You will not be reimbursed 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.

### **Dispute Resolution**

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

### **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), unless the Dispute is for \$2,500 USD or more (or other currency equivalent). 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.

### **Claim Resolution Process**

Once a Dispute has been escalated to a Claim, a final decision will be made in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that would be specified. 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 may not receive the item back.

### Digital Goods Micropayment Disputes and Claims

If you file a Dispute for a Digital Goods 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.

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

PayPal may limit the number of Digital Goods 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 11 to attempt to resolve the issue with the Seller directly.

### 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, and may cover intangible items. You may pursue a Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal,



and also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

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.

### **No Double Recovery**

You may not file a Dispute/Claim, or 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 have filed a chargeback claim with your bank or your credit card company.

### **PayPal Buyer Protection Policies in other Countries**

If you are a Seller and sell or market goods or services to buyers in other countries, please read the PayPal Buyer Protection policy of the countries in which your target buyers are based as these policies will apply to you as a payment Recipient or Seller. Before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection Policies available [here](#).

## **11.2 PayPal Seller Protection**

### **11.2.1 What is PayPal Seller Protection?**

PayPal Seller Protection is protection we provide to Sellers from Claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transfer; or
- Item Not Received.

where PayPal receives from you proof that the item was posted or delivered in accordance with the requirements set forth below, subject to the further provisions of this section 11.2 (including, without limitation, the requirements set out in section 11.2.6).

### **11.2.2 Scope of Protection**

PayPal Seller Protection is available to Sellers with registered PayPal Account(s) in Russia who receive PayPal payments from buyers making eligible purchases.

PayPal Seller Protection does not apply to Claims, Chargebacks and/or Reversals for the reason that the purchase was Significantly Not as Described (SNAD) nor for items that you deliver or are picked up in person.

### **11.2.3 Protection provided by PayPal Seller Protection**

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

The PayPal Seller Protection for Unauthorized Transfers and Item not Received Chargebacks will apply unless over the past 30 days

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

AND

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

If you exceed the thresholds as outlined above, your eligibility for PayPal Seller Protection will be suspended for at least 90 days and Section 11.2.5 will apply.

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

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

AND

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

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

### **11.2.4 Existence of a Claim, Chargeback, or Reversal**

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal.

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

### **11.2.6 Eligibility Requirements**

If You have received more than €100,000 per month at least once over a consecutive period of 6 months on your PayPal Account and/or if You are applying surcharge for the use of PayPal (when the law applicable to You allows You to apply surcharge), You are not eligible for PayPal Seller Protection and Section 11.2.5 applies to You unless otherwise agreed between You and PayPal. PayPal will review your eligibility for Seller Protection in October and April of each calendar year.

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

- a. You must respect the requirements specified in Section 11.2.3 in relation your PayPal Account
- b. The item sold must be a physical, tangible good.
- c. The transaction must be marked by PayPal as eligible for PayPal Seller Protection on your Account "Transaction Details" page.
- d. If it is marked eligible, protection for both Unauthorized Transfers and Item Not Received will apply.
- e. **Post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or if the seller posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift" address) then you will not be eligible for re-imbusement under the terms of the PayPal Seller Protection.**
- f. You may access the "Transactions Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
- g. Follow the postage requirements described below.
- h. You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded).
- i. Respond to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.

### **11.2.7 Postage requirements**

<b>Type of shipping</b>	<b>Protection for Unauthorised</b>	<b>Protection for Item Not</b>
-------------------------	------------------------------------	--------------------------------

	<b>Payment</b>	<b>Received</b>
National/international	Proof of Postage	Proof of Delivery

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

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

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

**11.2.8** "Proof of Postage" is online or physical documentation from a postal company that includes all of the following:

- The date the item is shipped and the date of postage.
- The recipient's address, showing at least the city/state or postal code (or international equivalent).
- Official acceptance from the postal company (for example, a postmark, a receipt, or online tracking information). Or, if you have Proof of Delivery then you do not need Proof of Postage.

**11.2.9** "Proof of Delivery (for tangible items)" is online documentation from a postal 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).

"Proof of Delivery (for intangible items)" is 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.

**11.2.10** Examples of items/transactions/cases that are not eligible for PayPal Seller Protection

- Claims or Chargebacks for Significantly Not as Described (SNAD);
- Intangible items, licenses for digital content, and services;
- Items that you deliver (or that are picked up) in person, including at a point of sale;

- Transactions made through Zong, Website Payment Pro (PayPal Direct Payment and Virtual Terminal);
- 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 Postage or Proof of Delivery.

### **11.2.11 Suspension of Eligibility for PayPal Seller Protection**

We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your Account. In assessing a risk, we will consider the:

- Total monetary amount and / or number of Claims, Chargebacks or Reversals issued against your PayPal Account;
- Reasonable risk of your Account to the integrity of PayPal and our system; and
- Potential losses occurring to us or our users.

We may suspend your eligibility for PayPal Seller Protection if your Account is linked or associated with another Account which has been suspended.

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

If we reasonably believe a risk still exists, we may in our sole discretion, require you to take certain action in order to lift the suspension of your eligibility for PayPal Seller Protection. You must follow our directions as reasonably required by PayPal within the timeframe specified.

We will notify you by email if we suspend or lift the suspension of your eligibility for PayPal Seller Protection.

## **12. Errors and Unauthorized Transfers**

## 12.1 Protection for Unauthorized Transfers and Errors

When an Unauthorized Transfer or an Error occurs in your Account, PayPal will cover you for the full amount of every eligible Unauthorized Transfer or Error so long as you follow the procedures below. An Unauthorized Transfer occurs when an e-money transfer is made using 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 makes an e-money transfer from your Account, an Unauthorized Transfer has occurred. If you give someone access to your Account (by giving them your login information) and they make e-money transfers without your knowledge or permission, you are responsible for any resulting use.

## 12.2 Notification requirements

- a. You should immediately notify PayPal if you believe:
  - a. there has been an Unauthorized Transfer or unauthorized access to your Account;
  - b. there is an Error in your Account history statement (you can access your Account history by logging into your Account and clicking on a link to "View all of my e-money transfers" ) or in your e-money transfer confirmation sent to you by email;
  - c. your password has been compromised; or
  - d. you need more information about an e-money transfer listed on the statement or e-money transfer confirmation;
- b. To be eligible for protection for Unauthorized Transfers, you must notify us within 60 Days after any Unauthorized Transfer first appears in your Account history statement. We will extend the 60 Day time period if a good reason, such as a hospital stay, kept you from notifying us within 60 Days;
- c. You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transfer or Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each e-money transfer from your Account. You should also review these e-money transfer confirmations to ensure that each e-money transfer was authorized and is accurate;
- d. For Unauthorized Transfers or Errors in your Account, notify us as follows:
  - a. [Use this form](#) to file a report in the PayPal Security Center; or
  - b. Write to PayPal; or
  - c. Call PayPal Customer Service at such contact details as indicated in PayPal Website.
- e. When you notify us, provide us with all of the following information:
  - a. Your name and email address registered to your Account;
  - b. A description of any suspected Unauthorized Transfer or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the e-money transfer; and

- c. The amount of any suspected Unauthorized Transfer 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.

**In order for you to notify PayPal immediately of any of the events described in this Section 12, we strongly recommend that you monitor your Account closely on a regular basis.**

### **12.3 PayPal actions after receipt of your notification**

Once you notify us of any suspected Unauthorized Transfer or Error, or we otherwise learn of one, we will do the following:

- a. We will conduct an investigation to determine whether there has been an Unauthorized Transfer or Error that is eligible for protection.
- b. We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transfers or Error. If your Account is new (the first e-money transfer 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 30 Days to complete our investigation (or up to 60 Days if the investigation is related to a cross-border e-money transfer).
- c. We will inform you of our decision within 3 Business Days after completing our investigation.
- d. If we determine that there was an Unauthorized Transfer or Error, we will promptly credit the full amount into your Account within 1 Business Day of our determination.
- e. If we decide that there was not an Unauthorized Transfer or Error, we will include an explanation of our decision in our email to you. You may request copies of the documents that we used in our investigation.

### **12.4 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 Balance 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 amount from your Balance.

### **12.5 Your Errors**

If you erroneously makes an e-money transfer to the wrong party, or make an e-money transfer for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party which received the e-money transfer and ask them to refund the e-money transfer. PayPal will not reimburse you or reverse an e-money transfer that you have made in error.

## 12.6 Keeping your Account safe

You agree to perform the following actions to keep your Account safe:

- a. Not engage in any of the Restricted Activities;
- b. Keep the details of your Account and password safe;
- c. Not allow anyone else to have or use your Account or password details;
- d. Not disclose the details of your Account or password except when using the PayPal Services;
- e. Never write your password in a way that can be understood by someone else;
- f. Not choose a password that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;
- g. Take care to make sure that no one sees your password when you use it; and
- h. Comply with all reasonable instructions we may issue regarding how you can keep your Account safe.

# 13. Restricted Activities

## 13.1 Restricted Activities

In connection with your use of our PayPal 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 [Commercial Entity 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;
- 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 bank 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 payment system (including any of its members) reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Have an unsettled liability to PayPal;
- o. Provide yourself a cash advance from your credit card with the use of PayPal Services (or help others to do so);
- p. Access the PayPal Services from a country that is not listed on PayPal's [Worldwide page](#);
- q. 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;
- r. Send unsolicited email to a User or use the PayPal Services to collect funds for sending, or assisting in sending, unsolicited email to third parties;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- t. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- u. 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;
- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services;
- w. Take any action that may cause us to lose any of the services from our Internet service providers, acquirer, or other suppliers; or
- x. Use your Personal Account for business or commercial purpose.

# 14. Your Liability — Actions We May Take

## 14.1 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.** In accordance with the PayPal Protection Programs Agreement, if you are a Seller and you lose a Claim filed against you, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the PayPal 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](#)). You hereby Authorize PayPal to withdraw the amount necessary to reimburse PayPal for your liability from your Balance. 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 e-money transfer. PayPal Seller Protection will cover your liability for eligible Claims based on Item Not Received, and eligible Unauthorized Transfers – see Section 11 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 PayPal, in its sole discretion, reasonably believes the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back. PayPal Seller Protection will not cover your liability for SNAD Claims.

- c. **Liability for claims filed under eBay Buyer Protection.** If you are an eBay Seller and eBay makes a final decision pursuant to the eBay Buyer Protection Policy 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 your balance is insufficient to cover the amount of such a claim, PayPal will place a hold on your Account. This hold will remain on your Account until the earlier of: (1) the date that sufficient funds become available to cover the amount of such claim, at which

time such funds will be removed from your Account; or (2) 20 Days from the date of eBay's final decision, at which time an amount not greater than the amount of such claim will be removed from your Account.

#### **14.2 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 without your consent or acceptance. If you do not have a Balance that is sufficient to cover your liability, your remaining Balance (if any) will be removed, and you will be required to immediately increase your Balance or reimburse to PayPal the amount of residual indebtedness through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

#### **14.3 Past due amounts**

If you have a past due amount owed to an Affiliate, such Affiliate, may assign your debt to PayPal without your consent, and PayPal may debit your Balance to pay any amounts that are more than 180 Days past due without your consent or acceptance.

#### **14.4 Balances in multiple currencies and liability to PayPal.**

If you have an unsettled liability to PayPal, such liabilities may be set-off with any funds that you subsequently add or receive into your Balance. If you have multiple currency Balances in your Account and there occurs an unsettled liability on one of the currency Balances for any reason, PayPal may set-off such liability using e-money you maintain in a different currency Balance.

#### **14.5 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, our 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 refuse to provide the PayPal Services to you now and in the future; and
- c. We may hold your e-money 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.

## **14.6 Risk-based holds**

PayPal, in its sole discretion, may place a hold on any or all of the e-money transfers you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your e-money transfers. 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 an e-money transfer, e-money will appear in your "pending Balance" and the e-money transfer status will indicate the hold. If PayPal places a hold on any or all of the e-money transfers you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any e-money transfer after 30 Days from the date the e-money transfer was made to your Account unless PayPal has a reason to continue to hold the e-money transfer 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 e-money transfer, 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 e-money transfer 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.

## **14.7 Disputed transfer blocking**

If a User files a Dispute, Claim, Chargeback or Reversal on an e-money transfer you received, PayPal may temporarily block certain amount of e-money in your Balance to cover the amount of the liability. If you win the dispute or the e-money transfer is eligible for PayPal Seller Protection, PayPal will lift the temporary block. If you lose the dispute, PayPal will remove the e-money from your Balance. This process also applies to claims that a buyer files directly with eBay through the eBay resolution process if your Account is your reimbursement method for buyer claims.

## **14.8 Reserves**

If you hold a Business Account, PayPal, in its sole discretion, may place a Reserve on the e-money stored on your Account when PayPal believes there may be a high level of risk associated with your Account. If PayPal places a Reserve, e-money transfers to your Account will be shown as "pending" in your, and you will not have access to e-money 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 e-money received on your Account are held for a certain period of time, or that a certain amount of e-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.

#### **14.9 Account closure, termination of service, limited Account access; confidential criteria**

PayPal, in its sole discretion, reserves the right to terminate this Agreement and/or your access to the PayPal Services for any reason and at any time upon notice and payment to you of any e-money held in your Account which are not subject to a hold or Reserve. 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 other Users' Accounts and the PayPal platform. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

#### **14.10 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 USD (or other currency equivalent) per e-money transfer 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 such damages directly from any Account you control, without your consent or acceptance.

#### **14.11 Forced withdrawal and currency conversion**

PayPal, in its sole discretion, reserves the right to initiate the withdrawal of e-money from your Account by electronically transferring them to your bank account, as well as to perform the conversion of currency held in your Account into Ruble amounts if this is necessary to comply with the requirements provided by Russian law.

## 15 Disputes with PayPal

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.

### **15.1 Contact PayPal first**

You agree that you must report any disputes between you and PayPal regarding the PayPal Services to Customer Service online through the PayPal Help Center (at any time), or by calling at such contact details as indicated on PayPal Website.

You agree that reporting a dispute to Customer Services as described above is a mandatory pretrial dispute resolution procedure, and that any claim you bring against PayPal in breach of this Section 15.1 should be returned by Russian courts in accordance with Article 135 of the Civil Procedure Code of the Russian Federation or dismissed without prejudice in accordance with Article 148 of the Arbitration Procedure Code of the Russian Federation, as the case may be.

### **15.2 Forum for disputes**

If a dispute between you and PayPal has not been resolved within 30 or 60 Days (as the case may be) since the day you reported it to Customer Service as described in Section 15.1, you agree that it must be resolved by a competent court located in Russia. You agree to submit to the personal jurisdiction of Russian courts for the purpose of litigating all such disputes.

### **15.3 Applicable law**

This Agreement shall be governed in all respects by the laws of Russia as such laws are applied to agreements entered into and to be performed entirely within Russia, without regard to conflict of law provisions.

### **15.4 Notices to you**

You agree that PayPal may provide you Communications about your Account and the PayPal Services 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.

### **15.5 Notices to PayPal**

Except as otherwise stated above in Sections 12 and 15.1, notice to PayPal must be sent by postal mail to: PayPal, Butyrskiy Val St., 10, 125047, Moscow, Russian Federation.

### **15.6 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.

### **15.7 Release of PayPal**

If you have a dispute with one or more Users, you release PayPal, its 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.

## **16. General Terms**

### **16.1. Limitations of Liability**

**IN NO EVENT SHALL WE, OUR AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, THIS AGREEMENT OR YOUR USE OF THE ACCOUNT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR 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.**

### **16.2 Services limitation**

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.

### **16.3 No warranty**

**THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR AFFILIATES, 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 may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and banking cards 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.

#### **16.4 Indemnification**

You agree to defend, indemnify and hold PayPal, our Affiliates, and our officers, directors, agents, joint ventures, employees 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 breach of this Agreement and/or your use of the PayPal Services.

#### **16.5 License grant**

If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal Website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control



nor have any responsibility or liability for any third party software application you elect to use on the PayPal Website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal Website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal Website, then this Section does not apply to your use of the hosted PayPal Services.

## **16.6 Intellectual property**

"PayPal", "PayPal.com," "PayPal.com.br", "PayPal.com.cn", "PayPal.com.c2", "PayPal.com.hk", "PayPal.co.il", "PayPal.co.jp", "PayPal.com.mx", "PayPal.com.tr", "PayPal.com.sg", "PayPal.ru" 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.

## **16.7 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.

## **16.8 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 your Account and the PayPal Services.

## **16.9 Taxes**

It is your responsibility to determine what, if any, taxes apply to the e-money transfers 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 e-money transfer. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, 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. 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.

#### **16.10 Complete agreement and survival**

This Agreement, along with any applicable agreements and 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 10, 14, 15, 16, 17 and Exhibit A (Fees) 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.

#### **16.11 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 without your consent at any time.

#### **16.12 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 Russian version of this Agreement and a version in a language other than Russian, the Russian version shall apply.

#### **16.13 No waiver**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

#### **16.14 Authorization to Contact You; Recording Calls**

You consent to receive autodialed or pre-recorded calls and text messages from PayPal at any telephone number that you have provided us or that we have otherwise obtained. We may place such calls or texts to (i) notify you regarding your account; (ii) troubleshoot problems with your account (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires, (vi) contact you with offers and promotions; or (vii) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. The ways in which you provide us a telephone number include, but are not limited to, providing a telephone number at Account opening, adding a telephone number to your Account at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number. We won't share your phone number with third parties for their purposes without your consent, but may share your phone numbers with our Affiliates or with our service providers, such as billing or collections companies, who we have contracted with to assist us in pursuing our rights or performing our obligations under this User Agreement, our policies, applicable law, or any other agreement we may have with you. You agree these service providers may also contact you using autodialed or pre-recorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. Standard telephone minute and text charges may apply if we contact you.

You understand and agree that PayPal may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with PayPal may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by PayPal, and PayPal does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

## 17. Definitions

**"Account"** means an electronic payment instrument provided to Users by PayPal which comprise any and all instruments, methods, procedures, instructions or requirements which are set out in the PayPal Website and which allows Users to access and/or use the PayPal Services, including, but not limited to, by comprising, certifying and submitting Transfer Orders for the purposes of making e-money transfers.

**"Account Profile"** means the location on our website where you can, after logging in, view and manage your Account, including your personal information, Funding Source details,

Preapproved Transfers Authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.

**"Affiliate"** means companies that are direct or indirect subsidiaries of PayPal, Inc., PayPal Holdings, Inc. or are otherwise related to PayPal through common ownership or control. **"Authorization"** means the sender's express advance acceptance of a Transfer Order or Transfer Orders submitted to PayPal by a certain recipient on a one-time, regular, or sporadic basis in accordance with the agreement between the sender and the recipient, and to **"Authorize"** is construed accordingly.

**"Balance"** means the balance of e-money which reflects the monetary value of PayPal's obligations to a User and arises by way of a Top-Up, Reversal, e-money transfer or otherwise. **"Bank card"** means a debit or a credit card issued by a Russian credit institution.

**"Business Account"** means an Account held by a legal entity or individual entrepreneur which is used for business purposes and not for personal, family, or household purposes.

**"Business Days"** means any day on which banks in Russia are open for business, other than a Saturday or Sunday and any official national holidays recognized in Russia.

**"Chargeback"** means a request that a User files directly with his or her bank card company or bank card issuing bank to invalidate an e-money transfer funded by the User's bank card.

**"Claim"** means a challenge to an e-money transfer that a User files with PayPal in the [Online Resolution Center](#) pursuant to Section 11.

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

**"Commercial Transaction"** has the meaning ascribed thereto in Exhibit A (Fees) below.

**"Communications"** means any Account or e-money transfer information that PayPal provides to you, including: any Policies and agreements you agree to, including updates to these Policies and agreements; annual disclosure; e-money transfer receipts or confirmations; Account statements and history; 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 or by calling at the number available on PayPal Website.

**"Days"** means calendar days.

**"Default Funding Sources"** means the order in which PayPal uses your Funding Sources to fund an e-money transfer if you do not select a Preferred Funding Source.

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

**"Dispute"** means a dispute filed by a User in the [Online Resolution Center](#) pursuant to Section 11.

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

**"e-money"** means electronic money as defined in Federal Law No. 161-FZ "On the National Payment System" dated 27 June 2011, as amended.

**"Error"** means a processing error made by PayPal or its suppliers in which PayPal mistakenly debits or credits e-money from or to your Account.

**"Final"** means, in relation to an e-money transfer, that the e-money transfer has been received by the recipient.

**"Fees"** means those amounts stated in Exhibit A (Fees) of this Agreement.

**"Information"** means any information related to an Account or User, including but not limited to the information listed in Section 3.1, email address and financial information.

**"Irrevocable"** means, in relation to an e-money transfer, that the respective Transfer Order can not be revoked by the sender.

**"Item Not Received"** means a challenge to an e-money transfer from a User claiming that the item purchased was not received.

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

**"Funding Source"** means the funding source used to fund an e-money transfer. The following funding sources may be used to fund an e-money transfer (subject to availability): Balance and Bank card.

**"PayPal," "we," "us" or "our"** means Limited liability company Non-banking credit institution "PayPal RU", located at PayPal, Butyrskiy Val St., 10, 125047, Moscow, Russian Federation and operating under the license of the Central Bank of Russia No. 3517-K.

**"PayPal Buyer Protection"** means the protection program offered to Users who buy certain items with the PayPal Services as described in Section 11.1.

**"PayPal Seller Protection"** means the protection program offered to PayPal Sellers as described in Section 11.2.

**"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, including, but not limited to, e-money transfers services.

**"Personal Account"** means an Account held by an individual which is used for personal, family, or household purposes

**"Personal Transaction"** has the meaning ascribed thereto in Exhibit A (Fees) below

**"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 Transfer"** means an e-money transfer initiated by the recipient which was Authorized by the sender. Preapproved Transfers are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments".

**"Preferred Funding Source"** means a Funding Source that you select to fund a e-money transfer instead of using the Default Funding Sources.

**"Recipient"** means a User receiving an e-money transfer.

**"Reserve"** means a percentage of e-money received into your Account that we block 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 13.

**"Reversal"** means PayPal reverses an e-money transfer you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal or its Affiliate, (c) the sender did not have authorization to make the e-money transfer (for example: the sender used a stolen credit card), (d) you received the e-money transfer 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.

"**Sender**" means a User making an e-money transfer.

"**Significantly Not as Described**" has the definition provided in Section 11.1.

"**Top Up**" means your ability to transfer money to your PayPal Account.

"**Transfer Details Page**" means the page on the PayPal Website titled "Transfer Details" that displays information about the e-money transfer. This page is accessible from the "Details" link on the "Overview" and "History" subtabs of the "My Account" tab on the PayPal Website.

"**Transfer Order**" means an instruction validly made by a User to PayPal requesting PayPal to make an e-money transfer.

"**Verification**" means the verification of the identity of a User in accordance with Federal Law No. 115-FZ "On counteracting legalization (laundering) of criminally received incomes and financing of terrorism" dated 7 August 2001 and other applicable laws and regulations of the Russian Federation, and "**Verified**" is construed accordingly.

"**Update**" means as defined in recitals to this Agreement.

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

"**Unauthorized Transfer**" means as defined in Section 12.1.

"**Unconditional**" means, in relation to an e-money transfer, that all conditions required to make the e-money transfer has been satisfied as at the moment PayPal accepts a Transfer Order.

## Exhibit A. Table of Fees

### Overview

PayPal charges the following Fees:

- a. **Personal Transactions Fees**
- b. **Commercial Payments Fees**
- c. **Other Fees:**
  - a. Currency Conversion Fee;
  - b. Withdrawing your Balance Fee;
  - c. Chargeback Fee;

- d. Commercial Transaction Refund Fee;
- e. Sending Payments through PayPal Mass Payments;
- f. Credit Card and Debit Card Confirmation Fee;
- g. Records Request Fee;
- h. Bank Return Fee on Withdrawal;
- i. Charity Pricing;
- j. Receiving eCheques; and
- k. Micropayments Fees.

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

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

**"Personal Transaction"** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. Please also note that:

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

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



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

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

## 1. Personal Transactions Fees

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

Activity	Fee for payment fully funded by: PayPal Balance	Fee for payment fully or partially funded by: - Debit card; and/or - Credit Card																				
Sending or Receiving Domestic Personal Transactions	Free (when no currency conversion is involved)	3.4% + Fixed Fee (outlined in the Fixed Fee table below)																				
Sending or Receiving Cross Border Personal Transactions	<p><b>Important: this fee is based on the country of the Sender's registered PayPal Account</b></p> <p>Cross Border Fee (outlined in the <a href="#">Cross Border Fee</a> table below)</p> <table border="1" data-bbox="440 1283 927 1650"> <thead> <tr> <th>Sender's country</th> <th>Cross Border Fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>0.4%</td> </tr> <tr> <td>Europe I/US/Canada**</td> <td>0.5%</td> </tr> <tr> <td>Europe II***</td> <td>1.0%</td> </tr> <tr> <td>Rest of World</td> <td>1.5%</td> </tr> </tbody> </table>	Sender's country	Cross Border Fee	Northern Europe*	0.4%	Europe I/US/Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%	<p><b>Important: this fee is based on the country of the Sender's registered PayPal Account</b></p> <p>Cross Border Fee (outlined in the <a href="#">Cross Border Fee</a> table below)</p> <table border="1" data-bbox="943 1209 1430 1577"> <thead> <tr> <th>Sender's country</th> <th>Cross Border Fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>3.8%</td> </tr> <tr> <td>Europe I/US/Canada**</td> <td>3.9%</td> </tr> <tr> <td>Europe II***</td> <td>4.4%</td> </tr> <tr> <td>Rest of World</td> <td>4.9%</td> </tr> </tbody> </table> <p><b>plus</b> the Fixed Fee (outlined in the Fixed Fee table below).</p>	Sender's country	Cross Border Fee	Northern Europe*	3.8%	Europe I/US/Canada**	3.9%	Europe II***	4.4%	Rest of World	4.9%
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\* Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.

\*\* Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland,

Isle of Man, Italy, Luxembourg, Malta, Monaco, Netherlands, Portugal, Montenegro<sup>^</sup>, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State.

\*\*\* Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia<sup>^</sup>, Moldova<sup>^</sup>, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.

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

<sup>^</sup> Buyers in these countries cannot open a PayPal Account but can make PayPal payments using their credit cards on certain merchants' websites.

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble:	10.00 RUB
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK

Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

## 2. Commercial Transactions Fees

Activity	Fee										
<b>Sending (Buying)</b>	Free (when no currency conversion is involved)										
<b>Receiving Domestic payments (Selling)</b>	<p><b>Standard rate:</b> 3.9% + Fixed Fee (see table below)</p> <p><b>Merchant rate</b> (subject to application and pre-approval by PayPal. Evaluated on a case-by-case basis, including, without limitation on the following criteria: qualifying monthly sales volume, size of average shopping cart and an account in good standing. See “Merchant Rate” page): From 2.9% to 3.9% + Fixed Fee (outlined in the Fixed Fee table below).</p>										
<b>Receiving Cross Border payments (Selling)</b>	<p>The Fee for Receiving Domestic Commercial Transaction payments applies, with the percentage-based element of that fee increased by the percentage amount of the Cross Border Fee set out in the table below (depending on the sender’s country):</p> <table border="1"> <thead> <tr> <th>Sender’s country</th> <th>Cross Border Fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>0.4%</td> </tr> <tr> <td>Europe I/ US/ Canada**</td> <td>0.5%</td> </tr> <tr> <td>Europe II***</td> <td>1.0%</td> </tr> <tr> <td>Rest of World</td> <td>1.5%</td> </tr> </tbody> </table>	Sender’s country	Cross Border Fee	Northern Europe*	0.4%	Europe I/ US/ Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%
Sender’s country	Cross Border Fee										
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Rest of World	1.5%										

\* Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.

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

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

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

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

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP

Polish Zlotych:	1.35 PLN
Russian Ruble:	10.00 RUB
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

### 3. Other Fees

Activity	Fee				
<b>Currency Conversion Fee</b>	<p><b>Currency Conversion that occurs when sending a Personal or a Commercial Transaction payment:</b></p> <p>4% added to the exchange rate.</p> <p><b>Currency conversion that occurs when receiving other payments (including Mass Payments), withdrawing funds to your bank account (if your PayPal balance is held in a currency other than Ruble, adding funds from a bank account to your PayPal Account;</b></p> <p>2.5% added to the exchange rate</p>				
<b>Withdrawing your Balance Fee</b>	Free				
<p><b>Chargeback Fee</b></p> <p>To cover the cost of processing Chargebacks, PayPal assesses a settlement fee to sellers for credit</p>	<p>The Chargeback Fee is as follows and is based on the currency received as follows:</p> <table border="1"> <tr> <td>Argentine Peso:</td> <td>80.00 ARS</td> </tr> <tr> <td>Australian Dollar:</td> <td>22.00 AUD</td> </tr> </table>	Argentine Peso:	80.00 ARS	Australian Dollar:	22.00 AUD
Argentine Peso:	80.00 ARS				
Australian Dollar:	22.00 AUD				

<p>and debit card payment chargebacks. (A Chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer). This Fee does not apply if the transaction is covered by PayPal's Seller Protection.</p>	Brazilian Real:	35.00 BRL
	Canadian Dollar:	20.00 CAD
	Czech Koruna:	400.00 CZK
	Danish Krone:	120.00 DKK
	Euro:	16 EUR
	Hong Kong Dollar:	155.00 HKD
	Hungarian Forint:	4325 HUF
	Israeli Shekel:	75.00 ILS
	Japanese Yen:	1,875 JPY
	Malaysian Ringgit:	65.00 MRY
	Mexican Peso:	250.00 MXN
	New Zealand Dollar:	28.00 NZD
	Norwegian Krone:	125.00 NOK
	Philippine Peso:	900.00 PHP
	Polish Zlotych:	65.00 PLN
	Russian Ruble:	640.00 RUB
	Singapore Dollar:	28.00 SGD
	Swedish Krona:	150.00 SEK
	Swiss Franc:	22.00 CHF
	Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB	
Turkish Lira:	30.00 TRY	
U.K. Pounds Sterling:	14.00 GBP	
U.S. Dollar:	20.00 USD	
<b>Commercial Transaction Refund Fee</b>	<p>If you refund a Commercial Transaction payment, we will retain only the Fixed Fee portion of the Commercial Transaction Fee. The Buyer's Account will be credited with the full Commercial Transaction payment amount. Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee.</p>	

**Sending Payments through  
PayPal Mass Payments**

2% of total payment amount.

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

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

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

	<p>currency):</p> <table border="1"> <tr><td>Argentine Peso:</td><td>150.00 ARS</td></tr> <tr><td>Australian Dollar:</td><td>50.00 AUD</td></tr> <tr><td>Brazilian Real:</td><td>75.00 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>45.00 CAD</td></tr> <tr><td>Czech Koruna:</td><td>850.00 CZK</td></tr> <tr><td>Danish Krone:</td><td>250.00 DKK</td></tr> <tr><td>Euro:</td><td>35.00 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>330.00 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>9250 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>160.00 ILS</td></tr> <tr><td>Japanese Yen:</td><td>4000 JPY</td></tr> <tr><td>Malaysian Ringgit:</td><td>150.00 MYR</td></tr> <tr><td>Mexican Peso:</td><td>540.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>60.00 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>270.00 NOK</td></tr> <tr><td>Philippine Peso:</td><td>1900 PHP</td></tr> <tr><td>Polish Zlotych:</td><td>140.00 PLN</td></tr> <tr><td>Russian Ruble:</td><td>1400.00 RUB</td></tr> <tr><td>Singapore Dollar:</td><td>60.00 SGD</td></tr> <tr><td>Swedish Krona:</td><td>320.00 SEK</td></tr> <tr><td>Swiss Franc:</td><td>50.00 CHF</td></tr> <tr><td>Taiwan New Dollar:</td><td>1350 TWD</td></tr> <tr><td>Thai Baht:</td><td>1400.00 THB</td></tr> <tr><td>Turkish Lira:</td><td>80 TRY</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>30.00 GBP</td></tr> <tr><td>U.S. Dollar:</td><td>45.00 USD</td></tr> </table>	Argentine Peso:	150.00 ARS	Australian Dollar:	50.00 AUD	Brazilian Real:	75.00 BRL	Canadian Dollar:	45.00 CAD	Czech Koruna:	850.00 CZK	Danish Krone:	250.00 DKK	Euro:	35.00 EUR	Hong Kong Dollar:	330.00 HKD	Hungarian Forint:	9250 HUF	Israeli Shekel:	160.00 ILS	Japanese Yen:	4000 JPY	Malaysian Ringgit:	150.00 MYR	Mexican Peso:	540.00 MXN	New Zealand Dollar:	60.00 NZD	Norwegian Krone:	270.00 NOK	Philippine Peso:	1900 PHP	Polish Zlotych:	140.00 PLN	Russian Ruble:	1400.00 RUB	Singapore Dollar:	60.00 SGD	Swedish Krona:	320.00 SEK	Swiss Franc:	50.00 CHF	Taiwan New Dollar:	1350 TWD	Thai Baht:	1400.00 THB	Turkish Lira:	80 TRY	U.K. Pounds Sterling:	30.00 GBP	U.S. Dollar:	45.00 USD
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<p><b>Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details).</b>  In general, there is no fee to join PayPal. However, some Users, in</p>	<p>Depending on currency:</p> <table border="1"> <tr><td>Argentine Peso:</td><td>6.00 ARS</td></tr> <tr><td>Australian Dollar:</td><td>2.00 AUD</td></tr> <tr><td>Brazilian Real:</td><td>4.00 BRL</td></tr> </table>	Argentine Peso:	6.00 ARS	Australian Dollar:	2.00 AUD	Brazilian Real:	4.00 BRL																																														
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order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee.	Canadian Dollar:	2.45 CAD
	Czech Koruna:	50.00 CZK
	Danish Krone:	12.50 DKK
	Euro:	1.50 EUR
	Hong Kong Dollar:	15.00 HKD
	Hungarian Forint:	400 HUF
	Israeli Shekel:	8.00 ILS
	Japanese Yen:	200.00 JPY
	Mexican Peso:	20.00 MXN
	New Zealand Dollar:	3.00 NZD
	Norwegian Krone:	15.00 NOK
	Philippine Peso:	100.00 PHP
	Polish Zlotych:	6.50 PLN
	Russian Ruble:	60 RUB
	Singapore Dollar:	3.00 SGD
	Swedish Krone:	15.00 SEK
	Swiss Franc:	3.00 CHF
	Taiwan New Dollar:	70.00 TWD
	Thai Baht:	70.00 THB
	U.K. Pounds Sterling:	1.00 GBP
U.S. Dollar:	1.95 USD	
	This amount will be refunded when you successfully complete the credit card or debit card verification process.	
<b>Records Request Fee</b>	12.00 EUR per item (or any other currency equivalent) This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.	
<b>Bank Return Fee on Withdrawal</b> This amount is charged when a withdrawal is attempted by a User	Free	

and it fails because incorrect bank account information or delivery information is provided.																																																			
<b>Charity Pricing</b>	<p>Subject to application and pre-approval by PayPal.  <b>Domestic rate:</b> 2.9% + Fixed Fee per each transaction.  <b>Fixed Fee for Charity Pricing</b>(depending on the payment currency received):</p> <table border="1" data-bbox="678 537 1144 1879"> <tr><td>Argentine Peso:</td><td>2.00 ARS</td></tr> <tr><td>Australian Dollar:</td><td>0.30 AUD</td></tr> <tr><td>Brazilian Real:</td><td>0.40 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>0.30 CAD</td></tr> <tr><td>Czech Koruna:</td><td>10.00 CZK</td></tr> <tr><td>Danish Krone:</td><td>2.60 DKK</td></tr> <tr><td>Euro:</td><td>0.35 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>2.35 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>90 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>1.20 ILS</td></tr> <tr><td>Japanese Yen:</td><td>40 JPY</td></tr> <tr><td>Malaysian Ringgit:</td><td>2 MYR</td></tr> <tr><td>Mexican Peso:</td><td>4.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>0.45 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>2.80 NOK</td></tr> <tr><td>Philippine Peso:</td><td>15.00 PHP</td></tr> <tr><td>Polish Zlotych:</td><td>1.35 PLN</td></tr> <tr><td>Russian Ruble:</td><td>10.00 RUB</td></tr> <tr><td>Singapore Dollar:</td><td>0.50 SGD</td></tr> <tr><td>Swedish Krona:</td><td>3.25 SEK</td></tr> <tr><td>Swiss Franc:</td><td>0.55 CHF</td></tr> <tr><td>Taiwan New Dollar:</td><td>10.00 TWD</td></tr> <tr><td>Thai Baht:</td><td>11.00 THB</td></tr> <tr><td>Turkish Lira:</td><td>0.45 TRY</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>0.20 GBP</td></tr> </table>	Argentine Peso:	2.00 ARS	Australian Dollar:	0.30 AUD	Brazilian Real:	0.40 BRL	Canadian Dollar:	0.30 CAD	Czech Koruna:	10.00 CZK	Danish Krone:	2.60 DKK	Euro:	0.35 EUR	Hong Kong Dollar:	2.35 HKD	Hungarian Forint:	90 HUF	Israeli Shekel:	1.20 ILS	Japanese Yen:	40 JPY	Malaysian Ringgit:	2 MYR	Mexican Peso:	4.00 MXN	New Zealand Dollar:	0.45 NZD	Norwegian Krone:	2.80 NOK	Philippine Peso:	15.00 PHP	Polish Zlotych:	1.35 PLN	Russian Ruble:	10.00 RUB	Singapore Dollar:	0.50 SGD	Swedish Krona:	3.25 SEK	Swiss Franc:	0.55 CHF	Taiwan New Dollar:	10.00 TWD	Thai Baht:	11.00 THB	Turkish Lira:	0.45 TRY	U.K. Pounds Sterling:	0.20 GBP
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	<table border="1"> <tr> <td data-bbox="672 191 979 247">U.S. Dollar:</td> <td data-bbox="979 191 1177 247">0.30 USD</td> </tr> </table> <p data-bbox="672 262 1437 394"><b>Cross Border rate:</b> The Cross Border Fee for Charity Pricing is the same as the Fee for Receiving Cross Border Commercial Transaction payments.</p>	U.S. Dollar:	0.30 USD																																																		
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<p data-bbox="185 1136 537 1171"><b>Receiving eCheques Fee</b></p>	<p data-bbox="672 415 1437 493">A maximum fee cap per eCheque payment (based on the currency received) applies as follows:</p> <table border="1"> <tr><td data-bbox="672 499 979 556">Argentine Peso:</td><td data-bbox="979 499 1177 556">150.00 ARS</td></tr> <tr><td data-bbox="672 562 979 619">Australian Dollar:</td><td data-bbox="979 562 1177 619">50.00 AUD</td></tr> <tr><td data-bbox="672 625 979 682">Brazilian Real:</td><td data-bbox="979 625 1177 682">75.00 BRL</td></tr> <tr><td data-bbox="672 688 979 745">Canadian Dollar:</td><td data-bbox="979 688 1177 745">45.00 CAD</td></tr> <tr><td data-bbox="672 751 979 808">Czech Koruna:</td><td data-bbox="979 751 1177 808">850.00 CZK</td></tr> <tr><td data-bbox="672 814 979 871">Danish Krone:</td><td data-bbox="979 814 1177 871">250.00 DKK</td></tr> <tr><td data-bbox="672 877 979 934">Euro:</td><td data-bbox="979 877 1177 934">35.00 EUR</td></tr> <tr><td data-bbox="672 940 979 997">Hong Kong Dollar:</td><td data-bbox="979 940 1177 997">330.00 HKD</td></tr> <tr><td data-bbox="672 1003 979 1060">Hungarian Forint:</td><td data-bbox="979 1003 1177 1060">9250 HUF</td></tr> <tr><td data-bbox="672 1066 979 1123">Israeli Shekel:</td><td data-bbox="979 1066 1177 1123">160.00 ILS</td></tr> <tr><td data-bbox="672 1129 979 1186">Japanese Yen:</td><td data-bbox="979 1129 1177 1186">4000 JPY</td></tr> <tr><td data-bbox="672 1192 979 1249">Malaysian Ringgit</td><td data-bbox="979 1192 1177 1249">150.00 MYR</td></tr> <tr><td data-bbox="672 1255 979 1312">Mexican Peso:</td><td data-bbox="979 1255 1177 1312">540.00 MXN</td></tr> <tr><td data-bbox="672 1318 979 1375">New Zealand Dollar:</td><td data-bbox="979 1318 1177 1375">60.00 NZD</td></tr> <tr><td data-bbox="672 1381 979 1438">Norwegian Krone:</td><td data-bbox="979 1381 1177 1438">270.00 NOK</td></tr> <tr><td data-bbox="672 1444 979 1501">Philippine Peso:</td><td data-bbox="979 1444 1177 1501">1900.00 PHP</td></tr> <tr><td data-bbox="672 1507 979 1564">Polish Zlotych:</td><td data-bbox="979 1507 1177 1564">140.00 PLN</td></tr> <tr><td data-bbox="672 1570 979 1627">Russian Ruble:</td><td data-bbox="979 1570 1177 1627">1400.00 RUB</td></tr> <tr><td data-bbox="672 1633 979 1690">Singapore Dollar:</td><td data-bbox="979 1633 1177 1690">60.00 SGD</td></tr> <tr><td data-bbox="672 1696 979 1753">Swedish Krona:</td><td data-bbox="979 1696 1177 1753">320.00 SEK</td></tr> <tr><td data-bbox="672 1759 979 1816">Swiss Franc:</td><td data-bbox="979 1759 1177 1816">50.00 CHF</td></tr> <tr><td data-bbox="672 1822 979 1879">Taiwan New Dollar:</td><td data-bbox="979 1822 1177 1879">1350.00 TWD</td></tr> <tr><td data-bbox="672 1885 979 1942">Thai Baht:</td><td data-bbox="979 1885 1177 1942">1400.00 THB</td></tr> <tr><td data-bbox="672 1948 979 2005">Turkish Lira</td><td data-bbox="979 1948 1177 2005">80.00 TRY</td></tr> <tr><td data-bbox="672 2011 979 2068">U.K. Pounds Sterling:</td><td data-bbox="979 2011 1177 2068">30.00 GBP</td></tr> <tr><td data-bbox="672 2074 979 2095">U.S. Dollar:</td><td data-bbox="979 2074 1177 2095">45.00 USD</td></tr> </table>	Argentine Peso:	150.00 ARS	Australian Dollar:	50.00 AUD	Brazilian Real:	75.00 BRL	Canadian Dollar:	45.00 CAD	Czech Koruna:	850.00 CZK	Danish Krone:	250.00 DKK	Euro:	35.00 EUR	Hong Kong Dollar:	330.00 HKD	Hungarian Forint:	9250 HUF	Israeli Shekel:	160.00 ILS	Japanese Yen:	4000 JPY	Malaysian Ringgit	150.00 MYR	Mexican Peso:	540.00 MXN	New Zealand Dollar:	60.00 NZD	Norwegian Krone:	270.00 NOK	Philippine Peso:	1900.00 PHP	Polish Zlotych:	140.00 PLN	Russian Ruble:	1400.00 RUB	Singapore Dollar:	60.00 SGD	Swedish Krona:	320.00 SEK	Swiss Franc:	50.00 CHF	Taiwan New Dollar:	1350.00 TWD	Thai Baht:	1400.00 THB	Turkish Lira	80.00 TRY	U.K. Pounds Sterling:	30.00 GBP	U.S. Dollar:	45.00 USD
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<b>Domestic - Micropayments Fee</b>	5% + Fixed Fee*	
<b>Cross Border - Micropayments Fee</b>	6% + Fixed Fee*	
<b>Micropayments Fixed Fee*</b>	As per the Fixed Fee specified by the currency received. <a href="https://micropayments.paypal-labs.com">https://micropayments.paypal-labs.com</a>	
	Argentine Peso:	0.15 ARS
	Australian Dollar:	0.05 AUD
	Brazilian Real:	0.10 BRL
	Canadian Dollar:	0.05 CAD
	Czech Koruna:	1.67 CZK
	Danish Krone:	0.43 DKK
	Euro:	0.05 EUR
	Hong Kong Dollar:	0.39 HKD
	Hungarian Forint:	15 HUF
	Israeli Shekel:	0.20 ILS
	Japanese Yen:	7 JPY
	Malaysian Ringgit	0.20 MYR
	Mexican Peso:	0.55 MXN
	New Zealand Dollar:	0.08 NZD
	Norwegian Krone:	0.47 NOK
	Philippine Peso:	2.50 PHP
	Polish Zlotych:	0.23 PLN
	Russian Ruble:	2.00 RUB
	Singapore Dollar:	0.08 SGD
	Swedish Krona:	0.54 SEK
	Swiss Franc:	0.09 CHF
	Taiwan New Dollar:	2 TWD
	Thai Baht:	1.80 THB
	Turkish Lira:	0.08 TRY
	U.K. Pounds Sterling:	0.05 GBP
	U.S. Dollar:	0.05 USD

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account. We will provide you with the details of the amounts you receive and our charges either by e-mail or by reviewing your transaction history by logging into your Account. Unless it is proven that we have made a mistake, all fees are payable by you without set off or other deductions. We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.