

User Agreement for PayPal Services

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1. How this Agreement works

1.1 This Agreement is a contract between you and PayPal. It sets out the terms and conditions that apply to your use of our Services. You agree that your use of our Services shall constitute your acceptance of this Agreement.

1.2 If you do not want to be bound by this Agreement, you must stop using our Services. The Agreement will continue to apply to your previous use of our Services.

1.3 Before you sign up for our Services, you must read any [policy updates](#) on our website. All future changes set out in a policy update are incorporated by reference into this Agreement. The changes will take effect on the date specified.

1.4 The following policies are incorporated into this Agreement by reference:

- a. [Privacy Policy for PayPal Services](#);
- b. [Electronic Fund Transfer Rights and Error Resolution](#);
- c. [PayPal Acceptable Use Policy](#);
- d. [PayPal Recurring Payment and Billing Agreement](#);
- e. [Combined Financial Services Guide and Product Disclosure Statement](#);
- f. [Merchant Gift Certificates Agreement](#); and
- g. [PayPal Here Terms and Conditions](#).

We recommend that you store or print a copy of this Agreement (including all policies) for your records.

1.5 To the extent of any inconsistency between this User Agreement and any policy identified in clause 1.4 above, the incorporated policy will prevail.

1.6 We warrant that we will comply with the ePayments Code. Further information about the ePayments Code can be found at the Australian Securities and Investment Commissions website at www.asic.gov.au.

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2. Amendments to this Agreement

2.1 We may amend this Agreement at any time, for example if we change the functionality of our Services or as required by law.

2.2 We will post any revised version of this Agreement on our website. With the exclusion of any substantive changes referred to in clause 2.3, the revised Agreement will take effect as soon as it is posted on our website.

2.3 If we make any substantive changes to this Agreement which may negatively impact your use of our Services in a material way, we will post a notice of those changes on the “Policy

Updates” page of our website and email you a notification. You agree to receive such notices in this way.

The changes will take effect on the date specified on the “Policy Updates” page, which will be at least 30 days after we send the notification email to you.

2.4 Subject to clause 2.3, we may not provide 30 days prior written notice where we add new functionality to our Services.

2.5 By continuing to use our Services after any amendments to this Agreement, you agree to abide and be bound by any changes. If you do not agree with any changes we make to this Agreement, you may terminate this Agreement by closing your account.

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3. Our relationship

About us

3.1 We act as a payment service provider. We do not have any control over, and are not responsible or liable for, the products or services paid for with our Services. We cannot ensure that a buyer or seller you are dealing with will complete the transaction.

3.2 We do not:

- a. Act as a common carrier or public utility;
- b. Pay interest on balances kept in your account;
- c. Act as an escrow agent with respect to any funds kept in your account;
- d. Enter into a partnership, joint venture, agency or employment relationship with you;
- e. Guarantee the identity of any buyer or seller;
- f. Determine if you are liable for any taxes; or
- g. Collect or pay any taxes that may arise from your use of our Services.

No warranty

3.3 We do not give any express warranty as to the suitability of our Services.

3.4 We do not give any implied warranties, except for those implied under the Australian

Securities and Investments Commission Act 2001 or Competition and Consumer Act 2010.

3.5 We will use all reasonable efforts to ensure requests for electronic debits and credits involving bank accounts and Credit Cards are processed in a timely manner. We make no representations or warranties regarding the amount of time needed to complete processing.

3.6 We do not guarantee continuous, uninterrupted or secure access to our Services.

Eligibility

3.7 To be eligible to use our Services you must:

- a. Live in Australia;
- b. Be capable of forming a legally binding contract; and
- c. Hold a valid email address.

And be either:

- a. A body corporate registered in Australia;
- b. A partnership;
- c. An Australian government body;
- d. An association; or
- e. An individual who is at least 18 years old.

Transfers or assignments

3.8 You cannot transfer or assign any rights or obligations you may have under this Agreement without our prior written consent.

3.9 We may transfer or assign this Agreement, and any right or obligation under this Agreement to a third party without your consent. We will notify you in advance of such a transfer or assignment.

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4. Important things you should know

4.1 This is an important document (along with our [Combined Financial Services Guide and Product Disclosure Statement](#)) which you must consider carefully when using our Services.

4.2 Before using our Services you should understand the potential risks set out in this document.

4.3 Potential buyer risks include:

Possible risks in using our Services	What does this mean?	This may occur because:	More information
LIMITING YOUR ACCOUNT	<p>We may limit access to your account, restricting:</p> <ul style="list-style-type: none"> • Access to your funds; and/or • Your ability to send or receive funds and make withdrawals. 	<ul style="list-style-type: none"> • We believe there is an increased risk associated with you, your account or any transactions in your account; and/or • We cannot Confirm Your Identity. 	See clause 16.
HOLDS ON TRANSACTIONS	<p>Funds you receive may be placed in your account balance as pending. You won't have access to those funds unless the hold is released in accordance with this Agreement. Holds on transactions are usually up to 21 days.</p>	<ul style="list-style-type: none"> • We need to help ensure the integrity of a transaction; or • We believe there is an increased risk associated with the transaction. 	See clause 15.
SIGNIFICANTLY NOT AS DESCRIBED	<p>You may be required to send the item back to the seller, to us or to a third party designated by us and provide valid Proof of</p>	<p>You have filed a claim stating an item is significantly different to how it was described</p>	See the PayPal Buyer Protection

CLAIMS	Shipment. You may not be eligible under our Buyer Protection Policy if you send the item back without our direction to do so.	by the seller.	Policy .
COUNTERFEIT ITEM CLAIMS	If you file a claim about a counterfeit item you may be required to obtain documentation from a qualified third party to substantiate your claim.	It is against the law to possess or sell a counterfeit item.	

4.4 Potential seller risks include:

Possible risks in using our Services	What does this mean?	This may occur because:	More information
LIMITING YOUR ACCOUNT	<p>We may limit access to your account, restricting:</p> <ul style="list-style-type: none"> • Access to your funds; and/or • Your ability to send or receive funds and make withdrawals. 	<ul style="list-style-type: none"> • We believe there is an increased risk associated with you, your account or any transactions in your account; and/or • We cannot Confirm Your Identity. 	See clause 16.
HOLDS ON TRANSACTIONS	<p>Funds you receive may be placed in your account balance as pending. You won't have access to those funds unless the hold is released in accordance with this Agreement. Holds on transactions are usually up to 21 days.</p>	<ul style="list-style-type: none"> • We need to help ensure the integrity of a transaction; or • We believe there is an increased risk associated with the transaction. 	See clause 15.

REVERSED PAYMENTS	Payments you receive may be reversed, even after any items have been delivered.	<ul style="list-style-type: none"> • The transaction was unauthorised; • A claim was made under our Buyer Protection Policy; or • A Chargeback was filed. 	See the PayPal Seller Protection Policy .
CHARGEBACKS	Payments may be subject to a Chargeback and reversed at a later time. If this occurs, you may be required to pay a Chargeback fee as set out in our Combined Financial Services Guide and Product Disclosure Statement .	The buyer's Credit Card provider has determined a payment should be reversed.	See our Chargeback guide .
ITEMS MAY NOT BE RETURNED	If your buyer files a claim about a counterfeit item they may be required to obtain documentation from a qualified third party to substantiate their claim. The payment may be reversed.	It is against the law to sell a counterfeit item.	

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5. Fees

All fees are set out in the [Combined Financial Services Guide and Product Disclosure Statement](#). You agree to pay all fees as they become due and payable.

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6. Opening an account

6.1 There are 3 types of PayPal accounts: personal, premier and business accounts.

6.2 By opening a business account, you agree that you are not establishing an account to be used primarily for personal, domestic or household purposes.

6.3 You authorise us to make, directly or through third parties, any enquiries we consider necessary to Confirm Your Identity. This may include ordering a credit report, performing other credit checks and verifying information you provide against third party databases. Please refer to our [Privacy Policy](#) for more information.

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7. Your obligations when you open an account

7.1 If you open and hold an account with us you must:

- a. Pay any fees associated with your use of our Services and your account;
- b. Ensure any information about you, including your contact details, is true, current and complete. If your information changes, you must update it through our website;
- c. Provide to us in a timely manner all documentation relating to your identity or the identity of those with authority to operate your account (including Additional Users), if requested by us;
- d. Not use your account or our Services for any unlawful, fraudulent or improper activity;
- e. Cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your account;
- f. Be aware of and pay any taxes that apply to the payments you send or receive; and
- g. Not allow others to use your account unless you have a business account with an Additional User.

7.2 If you are a seller, you must also:

- a. Hold all necessary licences to engage in the advertising and sale of goods and services offered for sale or use in association with your account;
- b. Provide to us in a timely manner and at your own expense all information or documentation that we reasonably require to allow us to determine whether there are any risks or will be any risks associated with your account. Such information or documentation includes:
 - i. your most recent financial statements (audited or otherwise); and
 - ii. your merchant processing statements, where applicable.
- c. Comply with all applicable laws relating to your use of the Services;

- d. Prominently display accurate contact information, including a customer service email address and phone number;
- e. Comply with applicable statutory warranties and conditions relating to the sale of goods and services;
- f. Prominently display any refund policy;
- g. Review the relevant PayPal Buyer Protection Policies (available [here](#)) in which your target buyers are based, as these policies will apply to you if you sell to buyers in other countries.

7.3 You authorise us to disclose Credit Card-related profile and purchase behaviour information to card associations and our acquiring banks for the purpose of eliminating fraud and illicit behaviour.

7.4 When using our Services you must not:

- a. Provide false, inaccurate or misleading information;
- b. Act fraudulently or be involved in the sale of counterfeit or stolen items;
- c. Use our Services to provide yourself a cash advance from your Credit Card (or help others to do so);
- d. Display PayPal as an accepted payment method and subsequently prohibit the use of PayPal, indicate that you will not accept specific forms of PayPal payment, or otherwise discourage the use of PayPal;
- e. Breach the [PayPal Acceptable Use Policy](#);
- f. Be defamatory, unlawfully threatening or harassing;
- g. Transmit any computer viruses or malicious code;
- h. Create liability for us or cause us to lose (in whole or in part) the services of our suppliers;
- i. Allow anyone else to have or use your Payment Methods or password details;
- j. Process or receive payments on behalf of a third party;
- k. Use, or attempt to use, our Services for purposes other than sending and receiving payments and managing your account, including tampering, hacking, modifying or otherwise corrupting the security or functionality of our Services;
or
- l. Charge unreasonable or excessive fees for postage and handling when selling goods.

7.5 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.

7.6 If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your account, you acknowledge that:

- We may disclose information specifically authorised by you about your account to the third party;
- Granting permission to a third party to take specific actions on your behalf does not relieve you of any responsibilities under this Agreement; and
- You will not hold us responsible for, and will indemnify us from, any liability arising from the actions or inactions of this third party in connection with permissions you grant.

You may change or remove these permissions at any time by logging into your account.

7.7 You authorise PayPal to be entitled to the funds in your account and acknowledge that PayPal may hold or withdraw funds on your behalf:

- a. For risk management reasons;
- b. To pay fees to PayPal or a third party;
- c. To pay another person or PayPal as a consequence of a refund, Reversal, Chargeback or claim;
- d. To cover the negative balance in another account you hold with us or is determined to be linked to you in accordance with clause 16.3;
- e. To combine the accounts you hold with us; or
- f. To convert to a foreign currency.

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8. Using your account

Keeping a balance in your account

8.1 You are not required to carry a balance in your account. However, we may require you to deposit funds into your account to cover Reversals or repay a negative balance.

8.2 You acknowledge and agree that PayPal is entitled to any interest earned on funds held on your behalf, and that interest will not be paid into your account.

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9. Holding a premier or business account

9.1 By applying for and holding a premier or business account as a commercial user, you acknowledge that PayPal's provision of immediately available value in most cases when a payment is made by a buyer is a provision of commercial credit as PayPal may not immediately receive value from the buyer. You understand that any payments may be subject to a Reversal and that (until full payment is received from the buyer) you can be called on to repay that value. You agree that applying for a premier or business account as a commercial user is applying for commercial credit to be provided to you and you agree that PayPal may seek a commercial credit report about you, including from Veda Advantage whose privacy policy and contact details are available from www.veda.com.au.

9.2 We may terminate your account without notice for material breaches of this Agreement or if we reasonably believe you have abused a credit card association's payment system or violated any of their rules.

9.3 PayPal, at its sole discretion, reserves the right to periodically retrieve and review a commercial credit report for any account and reserves the right to close an account based on information obtained during this credit review process. If you hold a premier or business account, for each day that you owe us any amount under clause 12, you are taken to apply for us to give you that financial accommodation. Usually we will not obtain a credit report in considering that application unless we believe that there has been some change in your business operations.

Commercial Entity status

9.4 If you hold a premier or business account and receive a certain volume of payments funded from a Credit Card, you may be classified as having Commercial Entity status by our acquiring banks. We'll notify you if this occurs.

9.5 If you are classified as having Commercial Entity status you must enter into a [**Commercial Entity Agreement**](#).

9.6 If any provision of the Commercial Entity Agreement is inconsistent with a provision of this Agreement, the provision of the Commercial Entity Agreement will prevail to the extent of the inconsistency.

Additional Users of your business account

9.7 The Primary Authorised User may allow an Additional User to have access to your account.

9.8 The Primary Authorised User has sole responsibility for:

- Defining and changing the type of access given to each Additional User;
- Monitoring activities occurring in the account;
- Charges and/or losses related to unauthorised activity undertaken by an Additional User; and
- Closing the account.

Guest checkout

9.9 Guest checkout allows buyers to pay using a Credit Card without holding an account. The guest checkout functionality is available at our discretion. Guest checkout may not be available to some buyers.

PayPal POS Functionality

9.10 PayPal POS Functionality is only available for merchants who have a physical store.

9.11 Your use of the PayPal POS Functionality is dependent on you:

- a. Integrating your point of sale terminal to PayPal at your own cost;
- b. Holding a valid business account in good standing; and
- c. Obtaining approval by PayPal.

9.12 We will determine in our sole discretion whether you are approved to use the PayPal POS Functionality. Notwithstanding any other right we have under this Agreement, we may, in our sole discretion, immediately revoke your approval to use the PayPal POS Functionality.

9.13 Your use of PayPal POS Functionality is limited to processing Check In transactions at your physical store within Australia.

9.14 If you are approved for PayPal POS Functionality, you agree to include the PayPal acceptance logo in a prominent location at the public entrance to your physical store and in the proximity of the point of sale location within the store. PayPal will provide the point of sale materials, including adhesive decals and counter signs to be used by you at our direction.

Log In with PayPal

9.15 If you offer Log In with PayPal, you must comply with any applicable terms when this functionality is made available to you, and any specifications in any integration manual or guideline. PayPal does not guarantee or otherwise represent the identity of any user of Log In with PayPal. PayPal will not share with you the personal and other account information of the

user held by PayPal unless the user has consented to our disclosure of that information to you.

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10. Sending funds

10.1 You may use your account to send funds to third parties. Your ability to send funds will be subject to any funding restrictions imposed by the provider of your applicable Payment Method.

10.2 Some Payment Methods will not be available in certain circumstances, including:

- American Express will not be available as a Payment Method for certain merchants, such as branded airlines and certain travel merchants, and for point of sale transactions, such as through Check In and PayPal Here.
- Some Credit Cards may not be available as a Payment Method for certain merchants, such as those in the gambling industry.

10.3 Where your Payment Method is a Nominated Bank Account, you authorise us to debit it via the Bulk Electronic Clearing System.

10.4 As part of our risk assessment procedures, and as required by law, we may from time to time request information (such as photo identification) from you to Confirm Your Identity before you can send funds to third parties.

10.5 You are responsible for ensuring the accuracy of information you provide about the recipient of a payment, including the email address or mobile number to which the payment is sent and the amount of the payment.

10.6 We may refuse to process a payment if we believe there is a risk associated with it or if it breaches any law, statute, ordinance or regulation. For example, we may refuse to process a payment:

- Sent to a person or country sanctioned by the United Nations, the United States government or Australian government; or
- Where we believe there is a legal or regulatory risk or a risk of loss being suffered by us or our users.

How funds are sent

10.7 When you send funds you authorise us to:

- a. Debit funds on your behalf from your applicable Payment Method.
- b. Transfer the funds to the recipient according to your instructions and subject to this Agreement; and
- c. Resubmit any debit, or submit it to another Payment Method, if it is returned for insufficient or uncollected funds.

10.8 Normally, if you have a PayPal account balance, we will fund your transaction using that balance first. Where you have linked more than one Payment Method to your account you can, in most instances, nominate which one to use to fund the transaction or remainder of the transaction.

10.9 Where you do not nominate which Payment Method to use we will usually fund your transaction in the following order (to the extent that such Payment Methods are available):

- PayPal account balance
- Nominated Bank Account
- Nominated Card (debit card then credit card)

10.10 You remain the owner of the funds sent until they are transferred to the recipient as authorised by you. However, you will not be able to withdraw or send the funds to another third party unless they are returned to your account.

10.11 To the extent required to assist in protecting the integrity of our system, prevent fraud and limit the risk of money laundering and terrorism financing we may, at our discretion, not accept a Payment Method or ask you to add another Payment Method.

10.12 We are not responsible for any payments that are restricted or declined by the provider of a Payment Method.

Expired Payment Methods

10.13 We will not debit your applicable Payment Method if it has expired. We may remove expired Credit Cards from your account. You can re-add any Credit Card with a valid expiry date.

Refused, refunded or unclaimed payments

10.14 You are usually able to refund a payment within 60 days of the date of the transaction. This may be limited or not permitted in some circumstances, for example where a Chargeback has been filed.

10.15 If a Personal Transaction payment is refunded, both the payment and the corresponding portion of applicable fees will be refunded. If you return funds through the “Send Money” tab, this will not be considered a refund and transaction fees will not be refunded.

10.16 If you issue a full refund of the Commercial Transaction payment, we will retain the full fixed fee portion of the Commercial Transactions fee.

10.17 If you issue a partial refund of the Commercial Transaction payment, we will retain the pro-rata share of the fixed fee portion of the Commercial Transaction fee.

10.18 In some circumstances, a recipient may refuse a payment. We are not liable for any damages resulting from a recipient's decision to not accept a payment made through our Services.

10.19 If a payment is unclaimed, the funds will be returned to sender, usually 30 days after they were sent.

10.20 If your payment is refused or refunded the funds will be returned to you, usually one business day after the funds were refused or refunded, in the following ways:

- a. Payments funded by Credit Card are returned to that Credit Card.
- b. Payments funded by a Nominated Bank Account or account balance are returned to your account balance.

Sending limits

10.21 To the extent required to assist in protecting the integrity of us, our system or our users from loss, or to prevent fraud and limit the risk of money laundering and terrorism financing, we may do the following at our discretion before you are able to send funds from your account:

- a. Impose Sending Limits on your account per transaction, per calendar month or per calendar year; or
- b. Request the details of an additional Credit Card you hold.

10.22 When you reach your Sending Limit, we will ask you to become Verified. This will raise your Sending Limit (and withdrawal limit as specified in clause 11.4).

Verification

10.23 We may from time to time request information from you to verify your Payment Method before you can send funds from your account.

10.24 By identifying a PayPal account holder as Verified, we are only representing that the account holder has proven access to a linked Payment Method.

10.25 When verifying your Nominated Bank Account, you will be required to accept our Direct Debit Agreement.

10.26 We may hold \$1 USD on some Credit Cards as a means of verifying them. The \$1 USD hold is usually released within 3 to 5 business days.

Check In

10.27 Check In allows you to make payments using the check-in function in the PayPal mobile application to pay with PayPal based on the sender's proximity to the recipient's location.

10.28 When you Check In to pay a merchant, you authorise that merchant to take payment from your account. You may cancel the authorisation by Checking Out before the payment has been processed. We may restrict the total amount that merchant can take within a specific period at our discretion.

Loyalty Cards

10.29 You may store your merchant loyalty card numbers in your PayPal account for participating merchants. When you store your loyalty card numbers in your PayPal account, you will earn any rewards automatically at the time you make your payment to the merchant, without being required to present the loyalty card.

10.30 It is your responsibility to ensure that you have entered in your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled.

10.31 A merchant may also request your permission to add and manage their loyalty card in your PayPal wallet.

10.32 PayPal is not responsible for managing your loyalty cards and any questions about your loyalty card or associated rewards program should be directed to the merchant that offers the card.

10.33 PayPal is not liable to you in the event of a technical failure to deliver the loyalty card details to merchants. Loyalty card benefits may not be available when network connectivity between the merchant and PayPal is unavailable.

Special Offers

10.34 You may receive promotional offers from PayPal such as vouchers and other deals (together “**Offers**”) that can be applied to purchases you make at participating stores and websites using your PayPal account.

10.35 To redeem an Offer, you must first save it to your PayPal account. Some Offers are saved automatically. The Offer applies to your next eligible purchase made through your PayPal account at the offering merchant, unless you mark the Offer for later use. Some Offers may apply to in-store checkout transactions, while other may be used solely for online transactions.

10.36 Offer terms apply to refunds for items purchased using the Offer. The refunded amount may go back to the Offer, your Payment Method for the transaction, your PayPal Balance or a combination of the above. If you redeem an Offer with a discount and you seek a refund, you will receive the refund minus the discount value. Refunds are also subject to the merchant’s refund policy and applicable law.

10.37 Offers may be subject to terms provided with the Offer. PayPal is not liable to you in the event of a technical failure to deliver the Offer details to the merchant or if you fail to use any Offer prior to expiration. PayPal is not responsible for Offer terms.

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11. Receiving funds

11.1 If you receive a notice that a payment has been sent through PayPal to you, you cannot access those funds until you open an account. Your account must use the email address or mobile number you received the notice to.

Obligations when receiving funds

11.2 If you receive funds through our Services you must:

- a. Pay any applicable fees for receiving the funds into your account;
- b. Not ask the buyer to send you the payment through a Personal Transaction if you sell goods or services; and
- c. Not impose a surcharge or any other fee for accepting our Services as a payment method.

Withdrawing funds

11.3 Funds can be withdrawn by transferring them to your Nominated Bank Account or a linked United States bank account. Funds cannot be transferred to your Nominated Card.

11.4 There is an initial withdrawal limit, usually \$700 per calendar month. You must become Verified to withdraw more than the initial withdrawal limit.

11.5 Subject to clause 11.4, you may withdraw any balance in your account provided:

- a. You have linked a Nominated Bank Account or a United States bank account to your account;
- b. We have not limited your account;
- c. Your account, or a linked account (determined in accordance with clause 16.3), does not have a negative balance in any currency. If your account, or a linked account, has a negative balance we may cancel any withdrawals you have initiated which are pending; and
- d. You are not subject to a withdrawal limit under the [PayPal Here Terms and Conditions](#).

11.6 If we have placed a hold on a transaction you may not withdraw the funds related to that transaction until the hold is released.

11.7 If you hold a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to the currency of your Nominated Bank Account or linked United States bank account. You may avoid converting the currency held in your account by:

- a. Not withdrawing that currency;
- b. Purchasing products in that currency using your account; or
- c. Transferring that currency to a third party.

11.8 You must ensure the details of your Nominated Bank Account or linked United States bank account are correct. If you request funds be withdrawn and the details are incorrect, you are liable to pay a bank return or dishonour fee.

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12. Recovery of payments owed

12.1 When you receive a payment through our Services, usually we have not yet received payment in full from the buyer. From the time that you receive the payment, you will owe us for the amount of the transaction (including any applicable fees imposed on us), and that

liability will be cancelled only when we receive irrevocable payment in full. Events that could lead to us not receiving payment in full include:

- a. The funds received being later invalidated for any reason;
- b. The funds received being subject to a Chargeback;
- c. A Reversal occurring;
- d. Our determination under the PayPal Buyer Protection Policy or Payment Review that the funds received should be returned or reversed; or
- e. You having received 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.

12.2 If you owe us, our Related Bodies Corporate or eBay any amounts you agree to allow the recovery of these amounts by debiting your account promptly after we form a conclusion on reasonable grounds that payment will not be received in full for any reason.

12.3 If there are insufficient funds in your account to cover any money you owe us, our Related Bodies Corporate or eBay, these amounts become immediately due and payable. You authorise us to satisfy any monetary liability you owe us, our Related Bodies Corporate or eBay notified to you by:

- a. Debiting your account at a later date;
- b. Debiting your selected Payment Method;
- c. Setting off the credit balance of any account you have with us or any monetary liability we owe you in and towards satisfaction of your monetary liability to us, our Related Bodies Corporate or eBay; or
- d. Any other legal means.

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13. Digital Goods

Digital Good refunds

13.1 If we confirm that you can receive micropayments for Digital Goods, you agree and authorise us to refund your buyers from your account, where:

- a. All requirements in clause 13.7 are met;
- b. You do not respond to the buyer's dispute within 24 hours in the [Resolution Centre](#) or you cannot resolve the dispute with the buyer in this time; and

- c. The Digital Goods purchase is equal to or less than the relevant currency maximum values set out in the table below:

Currency	Maximum value	Currency	Maximum value
Australian Dollar	\$9.99 AUD	Philippine Peso	499.99 PHP
Canadian Dollar	\$3.99 CAD	Polish Zlotych	19.99 PLN
Czech Koruna	99.99 CZK	Singapore Dollar	\$9.99 SGD
Danish Krone	24.99 DKK	Swedish Krona	34.99 SEK
Euro	€3.99 EUR	Swiss Franc	4.99 CHF
Hong Kong Dollar	\$49.99 HKD	New Taiwan Dollar	249.99 TWD
Hungarian Forint	999 HUF	Thai Baht	249.99 THB
Japanese Yen	¥999 JPY	UK Pounds Sterling	£3.99 GBP
New Zealand Dollar	\$9.99 NZD	US Dollar	\$3.99 USD
Norwegian Krone	29.99 NOK		

Postpaid payment option for Digital Goods

13.2 If you use our Services to pay for a Digital Goods purchase we may, at our discretion, offer you the option to pay for it at a later date – the “Postpaid Payment Option”. You can only use this option when you do not have a balance in your account.

13.3 The Postpaid Payment Option is incidental to our Services and issued at our discretion. We reserve the right to terminate or amend the terms and conditions or eligibility requirements of the Postpaid Payment Option at any time.

13.4 You may cancel the Postpaid Payment Option by changing your account preferences through our website. If you cancel the Postpaid Payment Option, you will not be able to use it for at least 6 months unless otherwise agreed by us.

13.5 If you use the Postpaid Payment Option you agree and authorise us to debit Digital Goods purchases from your account balance (or any part thereof) subsequently held or, if you do not carry sufficient balance in your account, from your Payment Method at the earlier of:

- a. When the value of your Digital Goods purchases reaches the limit we specify in your account; or
- b. No later than 21 days from any postpaid Digital Goods purchase.

13.6 If we withdraw, suspend or cease the Postpaid Payment Option you must immediately pay the amount of any unpaid Digital Goods Purchases to us.

Claiming a Digital Good refund

13.7 To be eligible for a refund for a Digital Goods purchase the following requirements must be met:

- a. You must file a dispute in the [Resolution Centre](#) within 7 days of the transaction;
- b. The total amount of the purchase must be equal to or less than the relevant currency maximum values set out in the table in clause 13.1(c) above;
- c. The purchase comprises only of Digital Goods and no other goods or services;
- d. You have not received more than the following number of refunds for Digital Goods purchases:
 - i. 3 refunds in 1 calendar month;
 - ii. 5 refunds in 2 consecutive calendar months; or
 - iii. 7 refunds in 3 consecutive calendar months; and
- e. Within 24 hours of the dispute being opened:
 - i. The seller has not responded to the dispute; or
 - ii. You have not been able to resolve the dispute with the seller.

13.8 We may, at our discretion, withdraw, cease, suspend or amend the refund of any Digital Goods purchase at any time if we hold a reasonable belief that refunds are being claimed on unreasonable grounds or that the transaction completed successfully.

13.9 Nothing in this section affects your ability to file a dispute following our standard dispute resolution processes.

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14. Foreign currencies

14.1 You are responsible for all risks associated with maintaining balances in foreign currencies, including the risk that the value of these balances will fluctuate as exchange rates change.

14.2 You agree not to attempt to use foreign currency balances for speculative trading.

14.3 We process currency conversions using the prevailing wholesale exchange rate plus a percentage currency conversion fee which is retained by us.

14.4 In most instances, the specific exchange rate that applies to your multiple currency transaction will be displayed at the time of the transaction for conversions with PayPal. By proceeding with the transaction, you consent to and authorise PayPal to convert the currency. Where your payment is funded by a Credit Card, you have the right to opt out of PayPal processing your currency conversion before you complete the transaction by selecting “Other Conversion Options” on the “Review Your Information” page during checkout.

14.5 Where the exchange rate is not displayed, or you opt out of PayPal’s currency conversion, the currency conversion will be processed by your Credit Card provider, not by PayPal. You authorise the transaction on the basis of your Credit Card provider’s rates and charges, and we have no liability to you for that currency conversion.

14.6 When you send a payment in which you perform a currency conversion using PayPal (i.e. converting the currency in which you fund your payment into the currency to be received by the recipient) and later there is a refund, return or Reversal, we will generally reverse the currency conversion and complete the refund, return or Reversal in your funding currency using the exchange rate which prevailed on the date of the original transaction.

14.7 Some refunds, returns or Reversals may temporarily be made available in a currency other than the currency in which you funded your payment.

14.8 We may use funds held in any currency balance to recover amounts owed to us. In addition, funds from payments received will first be diverted to us to make up any negative currency balance.

14.9 If one of the currency balances in your account becomes negative, we will divert funds from any positive currency balance in your account to make up the negative balance before allowing you to withdraw funds.

14.10 We will convert all negative balances to an Australian Dollar balance after your account has maintained a negative balance for 21 consecutive days, except where the negative balance results from a pending Reversal where we are yet to conclude our

investigation. You must repay such negative balances in Australian Dollars. If you repay such negative balance in a currency other than Australian Dollars, the amount you need to pay to address the negative balance may fluctuate in accordance with international currency movements.

Sending funds

14.11 You may send funds in any of the Accepted Currencies. There may be some restrictions, including:

- Where you can send certain currencies; and
- Whether your intended recipient can receive a payment.

14.12 You do not need to maintain a balance in the currency you would like to send a payment in. You can choose the currency to be sent at the time of payment.

14.13 If you are making a payment in a currency you maintain a balance for, the funds for the payment will be withdrawn from that balance first. Additional funds required for the payment will be withdrawn from any other balance you maintain in your account and then from another Payment Method.

14.14 If your balances do not cover the full amount of your payment and you pay with a Credit Card that is not denominated in the currency of the payment, the remainder of the payment will be charged to the Credit Card in the following way:

- If your Credit Card is denominated in an Accepted Currency, it will be charged in that currency.
- If your Credit Card is not denominated in an Accepted Currency, it will be charged in the currency of the payment.

Receiving funds

14.15 Your account may hold balances in any or all of the Accepted Currencies with the exception of Brazilian Real.

14.16 Each of the Accepted Currencies held will display a separate balance in your account. Any payments you receive will automatically be credited to the balance for the corresponding currency. You do not need to maintain a balance in a particular currency to accept payments in that currency.

14.17 If you receive a payment in a currency which you do not hold, you will be asked to accept or refuse that payment. Premier and business account holders may override this by setting up payment receiving preferences as set out in clause 14.18.

14.18 You can set up your payment receiving preferences in the “Profile” section of your account to:

- a. Automatically accept and convert payments to your primary currency. The payment will be converted at the current exchange rate at the time of payment receipt,
- b. Automatically refuse payments received in a currency in which you do not hold a balance; or
- c. Manually accept or refuse payments received in a currency in which you do not hold a balance.

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15. Holds on funds

15.1 We may hold funds in your account for a variety of reasons as set out below. We will notify you if we place a hold on any funds in your account.

Why do we hold funds?	We hold funds to review and mitigate any actual or reasonably anticipated risk of us or our users being adversely affected.
When do we hold funds?	<p>We hold funds when:</p> <ul style="list-style-type: none"> • We need to ensure the integrity of a transaction; • We believe that there’s a risk associated with you or your account; • You receive a dispute, claim, Chargeback or Reversal in relation to any funds received into your account; • You do not meet certain seller or risk standards when listing on eBay; or • You are a new seller and/or have a limited history with eBay.
What do we consider before holding funds?	<p>Before holding funds, we consider:</p> <ul style="list-style-type: none"> • Information we receive from related third parties; • Whether the funds are related to an irregular or unusual transaction; and

	<ul style="list-style-type: none"> • Other related information.
How long do we hold funds?	<p>Holds are usually placed for 21 days.</p> <p>Funds may be held for longer than 21 days if:</p> <ul style="list-style-type: none"> • You receive a dispute, claim, Chargeback or Reversal relating to the transaction subject to the hold; and/or • We have taken another action permitted under this Agreement, for example if we believe there is an increased risk associated with your account or we need you to Confirm Your Identity. <p>We may release a hold earlier than 21 days where we reasonably believe that the relevant transaction has completed successfully.</p> <p>Funds held for buyer disputes may not be released until we consider the issue resolved.</p>

15.2 You will not have access to held funds until the hold is released. You direct us to make any payments, Reversals or refunds from held funds to a person entitled to them in accordance with this Agreement.

15.3 We may remove held funds from your account in accordance with this Agreement.

15.4 Funds subject to a hold may be subject to a subsequent Reversal, Chargeback or claim, even after the hold has been released.

Payment review

15.5 If a transaction is subject to Payment Review, we will place a hold on it and provide notice to the seller to delay the shipment of the item. Transactions may be subject to a Payment Review because:

- We have reasonable suspicion that a buyer's Payment Method and/or PayPal account are being used in breach of this Agreement; or
- For other reasons as determined by us in our reasonable discretion.

We will conduct a review and either complete or reverse the payment.

15.6 Transactions that complete Payment Review may still be reversed under the terms of this Agreement, but may be eligible for the PayPal Seller Protection Policy.

15.7 A transaction subject to Payment Review is not a representation by us as to the commercial dealings, character or reputation of a party to the transaction.

Amounts owed to eBay

15.8 If eBay determines that you are required to reimburse eBay or your buyer, and that determination is consistent with PayPal's policies and procedures, you authorise us to debit the amount of the reimbursement from your account and to pay that amount to eBay ("**eBay Reimbursement**"). You will not receive a refund for your PayPal fees. We will rely on information we receive from eBay for the amount of the eBay Reimbursement. By accepting this Agreement, you direct us to pay that amount accordingly.

15.9 We will debit the eBay Reimbursement from your account in the following order:

- a. From your account balance.
- b. If you do not have sufficient balance in your account, from any Payment Method linked to your account if you set up your PayPal account as an automatic payment method for your eBay account.
- c. If we cannot debit your Payment Methods, we will place a hold on your account balance and any funds received into it up to the amount of the eBay Reimbursement. Once the amount of the eBay Reimbursement has been reached, we will debit it from your account and remove the hold. If after approximately 30 days we have not been able to debit the total amount of the eBay Reimbursement, any available balance will be debited from your account.

15.10 If you do not want to us to debit a Payment Method for eBay Reimbursements, you can cancel the Billing Agreement from your account profile. Please note, this may affect your ability to sell on eBay. Please contact eBay for more information.

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16. Limiting accounts

16.1 If you have a personal account and we have reason to believe that it is being used for purposes other than personal, domestic or household, we may limit or close your account or require you to upgrade to a premier or business account.

16.2 If we hold a reasonable belief that there is an increased risk associated with your account, we may limit your access to sending, receiving or withdrawing funds or using guest checkout or direct Credit Card payment processed by PayPal for up to 180 days. We may take these actions beyond 180 days if we reasonably believe the risk still exists or are prohibited by law from releasing funds or unrestricting your account.

16.3 We may limit access to sending, receiving or withdrawing funds from your account if it is linked or associated with another account (including another PayPal account or an account you hold with eBay) which has been limited or is not in good standing. We may determine

your account is linked or associated with another account by comparing information such as names, email addresses or IP addresses.

16.4 The following is a non-exhaustive list of events which may lead to your account being limited:

- a. Reports of unauthorised or unusual Credit Card use associated with the account;
- b. Reports of unauthorised or unusual bank account use associated with the account;
- c. Abuse by a buyer of the reversal process provided by the buyer's bank or Credit Card provider;
- d. Abuse by a buyer or seller of the PayPal Buyer Protection Policy or PayPal Seller Protection Policy;
- e. Multiple disputes received regarding non-despatch of merchandise, non-delivery of services, merchandise not as described or problems with merchandise shipped;
- f. Receipt of potentially fraudulent funds;
- g. Facilitation of fraudulent activity;
- h. Excessive disputes or Reversals;
- i. Attempts to "double dip" by receiving funds in a dispute both from us and through a Reversal or a refund from the seller or a third party;
- j. Refusal to cooperate in an investigation or Confirm Your Identity when requested;
- k. Initiation of transactions considered to be cash advances or assisting in cash advances;
- l. Sending unsolicited emails or posting referral links on websites where they are not permitted;
- m. Material breaches of this Agreement or its incorporated policies;
- n. A risk assessment of your account conducted by us;
- o. The name on the Nominated Bank Account or Nominated Card not matching the name on your account;
- p. Return of an incoming electronic funds transfer for insufficient funds or incorrect bank details;
- q. Use of an anonymising proxy;
- r. Reports from credit agencies of a high level of risk;

- s. Use of your account is deemed by us, Visa, MasterCard, Discover or American Express to constitute abuse of the Credit Card system or a violation of Credit Card rules, including using our system to test Credit Card behaviours;
- t. Logging in from a country not included in PayPal's [permitted countries list](#);
- u. The occurrence of an Insolvency Event;
- v. Failure to provide us with information about you or your business activities that we may reasonably request; and/or
- w. Any other activities which we reasonably deem as high risk selling or receiving activity.

16.5 In assessing a risk, we will investigate your account and consider the reasonable risk of a Reversal, a breach or likely breach of this Agreement, or other potential losses occurring to us or our users.

16.6 If access to your account is limited, you will be notified and may be requested to provide information relevant to your account, a transaction or your identity.

16.7 Following our investigation, if we reasonably believe there is no longer a risk, we will restore access to your account, subject to any other actions we may take in accordance with this Agreement.

16.8 If we reasonably believe a risk still exists, we may take various actions to protect PayPal, our users, a third party, or you from Reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability. The actions we may take include but are not limited to the following:

- a. Return funds to the sender and restore access to your account;
- b. Continue to limit your account access to protect us against the risk of Reversals, legal and/or regulatory risk or because we may be prohibited by law from releasing funds or unrestricting your account;
- c. Close your account by giving you notice and returning any funds held in your balance to you minus funds in dispute. If you are later determined to be entitled to funds in dispute we will return those funds to you; or
- d. Refuse to provide our Services to you in the future.

16.9 Ongoing failure to Confirm Your Identity may mean we are prohibited by law from releasing funds or unrestricting your account. Any funds in your account will be subject to applicable laws regarding unclaimed monies.

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17. Reserves

Risk assessment

17.1 We will continually monitor your account and assess it for initial and ongoing risk.

17.2 We, in our sole discretion, may place a reserve on funds held in your account where you are a seller and we reasonably believe there may be a higher than acceptable level of risk associated with your account or your use of any of our products or services (based on the information available to us at the time of taking the reserve and what in our sole discretion we regard as an acceptable level of risk to us). The reserve helps protect us and our users from the risk of financial or other loss.

17.3 If we place a reserve on funds in your account, the funds will be shown as “pending.”

Terms of reserve

17.4 If your account is subject to a reserve, we will notify you of the terms of the reserve.

17.5 If our risk assessment changes we will change the terms of the reserve accordingly and provide you with notice of the new terms.

17.6 In the event you do not agree to the terms of the reserve you may close your account, unless otherwise prohibited under this Agreement. However, if your account is closed for any reason, we have the right to hold the reserve for up to 180 days.

17.7 We may also limit the amount you can immediately withdraw, delay payment for withdrawals, set-off amounts from your balance and/or require that you, or a person associated with you, enter into other forms of security arrangements with us in order to manage risk.

17.8 You will, at your own expense, undertake any further action required to establish a reserve or other form of security if we determine that there is risk associated with your account.

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18. Closing your account

18.1 Subject to clause 18.4, you can close your account at any time by clicking **Close Account** in your “Profile” on our website and following the instructions.

18.2 We may close your account at any time, for any reason, including a breach of this Agreement, by providing notice.

18.3 When your account closes, any pending transactions will be cancelled.

18.4 You may not be able to close your account where you have:

- a. A negative balance;
- b. A dispute in progress; or
- c. Any account restriction, limitation or hold.

18.5 Any funds we are holding for you at the time of closure, less any fees, will be paid to you at PayPal’s discretion by:

- Direct deposit to your Nominated Bank Account or linked United States bank account; or
- A cheque mailed to the address listed in your account.

18.6 You cannot use closure of your account as a means of evading investigation. If an investigation is pending at the time you close your account, we may continue to hold your funds for up to 180 days to protect us against the risk of Reversals. In some cases we may be prohibited by law from releasing funds or unrestricting your account. If you are later determined to be entitled to some or all of the funds in your account, we will release them to you.

18.7 You will remain liable for all obligations related to your account even after it is closed.

18.8 If you do not access your account for a period of 3 years, it may be closed. After the date of closure, we will use the information you provided to try to send you your available funds. If we are unable to send the funds to you they may be subject to the unclaimed monies laws.

18.9 The following clauses will survive any termination or expiry of this Agreement:

- 5. Fees;
- 12. Recovery of payments owed;
- 15. Hold on funds;

- 16. Limiting accounts;
- 17. Reserves;
- 18. Closing your account;
- 19. Our intellectual property (with the exception of clause 19.6);
- 20. Complaints and disputes;
- 21. Notices;
- 22. Release;
- 24. Limitation of liability;
- 25. Indemnification;
- 26. Assumption of rights; and
- 27. Definitions and interpretation.

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19. Our intellectual property

19.1 Our website and all content on our website is the exclusive property of PayPal and our licensors.

19.2 Subject to clauses 19.4 and 19.5, you must not copy, imitate, modify, alter, amend or use without our prior written consent any URLs representing our website, or any of our content, logos, graphics, icons or other content published on our websites or in our printed media.

19.3 You grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable right to exercise your copyright, publicity and database rights so we may adequately provide our Services to you.

Use of our logos and API

19.4 You may use, without our prior written consent, HTML logos provided by us for the purpose of directing web traffic to our Services.

19.5 The logos must not be:

- a. Altered, modified or changed in any way;
- b. Used in a manner that is disparaging to us or our Services; or
- c. Displayed in any manner that implies sponsorship or endorsement by us or implies that you are acting as our agent.

Licence grant

19.6 We grant you a revocable, non-exclusive, non-transferable licence to use our software (such as an API or developer's toolkit) and any documentation provided by us in relation to the use and integration of such software in accordance with this Agreement. This licence grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only.

19.7 You may not rent, lease or otherwise transfer your rights to the software to a third party.

19.8 You must comply with the implementation and use requirements contained in documentation accompanying our Services. If you do not comply with our implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties.

19.9 You may not alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code derived from the software.

19.10 All rights, title and interest to our software are owned by us.

19.11 We do not own, control nor have any responsibility or liability for any third party software application you elect to use on our website and/or in connection with our Services.

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20. Complaints and disputes

20.1 We are committed to dealing with customer complaints fairly and resolving issues in accordance with our complaints handling processes and policies and relevant regulatory standards.

20.2 We are exempt from the requirement to:

- hold professional indemnity insurance; and
- put compensation arrangements in place.

20.3 The Australian Securities and Investments Commission has a free Infoline on 1300 300 630 for obtaining information about your rights or making a complaint.

Submitting a complaint or dispute

20.4 If you have a dispute about a seller or a buyer, you should file a dispute through the [Resolution Centre](#) by logging in to your PayPal account.

20.5 If you have a complaint about our Services, or believe your PayPal account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity, you should contact us immediately.

20.6 You can report complaints about our Services by:

Email:	auexecutiveescalations@paypal.com
Phone:	1800 073 263 (within Australia) or +61 2 8223 9500 6am - 10pm AEST/AEDT Monday to Friday 8am - 7pm Saturday and Sunday Not open on Christmas Day, Boxing Day or New Year's Day.
Mail:	Customer Advocacy Manager PayPal Australia Locked Bag 10 Australia Square PO Sydney NSW 1215

Handling your complaints

20.7 We aim to:

- Acknowledge receipt of all complaints within 5 business days.
- Resolve all complaints within 45 days. This may not be possible in all circumstances.

Where we cannot resolve a complaint within 45 days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint.

20.8 If a complaint relates to the limiting of an account, we may request additional documentation from you.

Referral of unresolved complaints to external dispute resolution scheme

20.9 We are a member of the Financial Ombudsman Service (“FOS”), an independent external dispute resolution scheme covering applicable Australian customers. For more information on FOS, please visit www.fos.org.au.

20.10 If you are not satisfied with our resolution or handling of your complaint you may wish to contact FOS by:

Phone:	1300 780 808
Mail:	Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001
Fax:	+61 3 9613 6399

Court

20.11 Any controversy or claim at law or equity may be adjudicated by a court of competent jurisdiction located in New South Wales, Australia. You agree to submit to the jurisdiction of the courts located within New South Wales.

Alternative dispute resolution

20.12 We may consider use of other alternative forms of dispute resolution, such as binding arbitration or non-binding mediation to be held in New South Wales, Australia or another location mutually agreed upon by the parties.

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21. Notices

21.1 This Agreement and any other agreements, notices or other communications regarding your account and/or your use of our Services may be provided to you electronically. You agree to receive all communications from us in electronic form. Communications will be posted on our website and/or sent to your primary email address.

21.2 Except as explicitly stated otherwise, any notices to us should be given by mail to:

PayPal Australia
Locked Bag 10
Australia Square PO
Sydney NSW 1215

21.3 Notices are deemed as received when the email enters the server of your email address. Alternatively, we may give you notice by mail to the address you have provided to us. In such case, notice shall be deemed received 3 days after the date of mailing.

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22. Release

22.1 If you have a dispute with one or more users, you forever release us, our Related Bodies Corporate, employees, agents and directors 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.

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23. Malfunction

23.1 To the extent required by the ePayments Code, you will not be responsible for any loss suffered because PayPal accepted your instructions but failed to complete a payment due to a malfunction.

23.2 If PayPal malfunctions and you should have been aware that our Service was unavailable or malfunctioning, we will only be responsible for correcting errors in your accounts and refunding any associated fees or charges.

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24. Limitation of liability

24.1 Subject to clause 23 and except where liable by operation of a Consumer Guarantee:

- a. We and our Related Bodies Corporate will not be liable to you for any Consequential Loss or for loss or damage of any kind resulting from or in connection with negligence or breach of a term, condition or warranty that may otherwise be implied into this Agreement, including any such loss arising out of or in connection with our website, our Services or this Agreement; and
- b. To the extent that liability is not excluded by clause 24.1(a), in no event will PayPal's liability for a claim arising out of this Agreement or our Services (when aggregated with PayPal's liability for all other claims arising out of this Agreement and our Service) exceed the net fees and charges paid by you to us during the six (6) months immediately preceding the date on which the claim arises.

24.2 To the extent permitted by law, our liability to you in respect of any breach of or failure to comply with any Consumer Guarantee is limited, at our option:

- a. In the case of goods, to their replacement, the supply of equivalent goods, their repair, or payment of the cost of doing any of those things.

- b. In the case of services, to resupplying the services or payment of the cost of their re supply.

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25. Indemnification

25.1 You indemnify and hold us, our Related Bodies Corporate, officers, directors and employees harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, or your breach of any law or of the rights of a third party relating to your use of our Services.

25.2 You hold us, our Related Bodies Corporate, officers, directors and employees harmless from any losses or other damage whatsoever incurred as a direct or indirect consequence of access to your account by Additional Users. You also indemnify us for any harm that arises as a direct or indirect consequence of unauthorised users accessing your account as a result of your negligence.

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26. Assumption of rights

26.1 If we pay out any claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that we assume your rights against the recipient and third parties related to the payment and may pursue those rights directly or on your behalf, in our discretion.

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27. Definitions and interpretation

27.1 Some of the terms used throughout this Agreement are defined below to assist you with reading this Agreement.

Accepted Currencies	Australian Dollar, US Dollar, Canadian Dollar, Euro, Pound Sterling, Japanese Yen, New Zealand Dollar, Swiss Franc, Hong Kong Dollar, Singapore Dollar, Swedish Krona, Danish Krone, Polish Zlotych, Norwegian Krone, Hungarian Forint, Mexican Peso, Israeli New Shekel, Czech Koruna, Taiwan New Dollar, Thai Baht, Philippine Peso and Brazilian Real.
Additional User	An individual or entity selected by the Primary Authorised User to

	have access to the business account.
Agreement	This agreement and its schedule, together with any policies and documents incorporated by reference.
Billing Agreement	An agreement with a seller to pay for goods or services. You can cancel these by logging in to your account and going to “My pre-approved payments” under “My money” in your account profile.
Chargeback	A challenge to a payment that a buyer files directly with his or her Credit Card provider. The decision for a Chargeback is made independently by the Credit Card provider. We are bound to follow their instructions.
Check In	Authorising a merchant, using the PayPal mobile app, to carry out certain PayPal account transactions.
Check Out	The removal of the authorisation, using the PayPal mobile app, to carry out certain PayPal account transactions.
Commercial Entity Agreement	The agreement you must enter into directly with our acquiring banks as required by them if you achieve Commercial Entity status. See clauses 9.4 – 9.6 for more information. View the Commercial Entity Agreement .
Commercial Transaction	Payments sent or received for goods or services.
Confirm Your Identity	Our process for verifying your identity or details about your business in connection with our obligations under the anti-money laundering and counter-terrorism financing laws and “know your customer” requirements. This process may require us to obtain information and documentation from you.
Consequential Loss	Any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated

	savings and/or loss or denial of opportunity.
Consumer Guarantee	A right or guarantee you may have under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (and any equivalent State or Territory legislation) or other rights in relation to the supply of goods or services (such as terms implied into a contract by the Australian Securities and Investments Commission Act 2001 (Cth) or any equivalent State or Territory legislation) that cannot lawfully be excluded.
Credit Card	Visa, MasterCard, American Express or Discover credit or debit cards.
Digital Goods	Any digital good or service that is delivered and used in an electronic format offered by a seller that has been approved by us for the micropayments for Digital Goods service. Examples include software, smartphone apps, online games, music, videos, enews and blogs.
Direct Debit Agreement	The Direct Debit Request and Service Agreement which sets out the terms on which we are permitted to direct debit your Nominated Bank Account.
Insolvency Event	<p>The happening of any of these events:</p> <p>(a) You suspend payment of debts or cannot pay debts as and when they fall due;</p> <p>(b) Where you are a body corporate:</p> <ul style="list-style-type: none"> • You become an externally-administered body corporate under the Corporations Act 2001; • Steps are taken by any person towards making you an externally-administered body corporate; • A controller (as defined in section 9 of the Corporations Act 2001) is appointed for any of your property or any steps are taken for the appointment of a controller (but not where the steps taken are reversed or abandoned within 14 days); or • You are taken to have failed to comply with a statutory demand within the meaning of section 459F of the

	<p>Corporations Act 2001; or</p> <p>(c) Where you are a natural person:</p> <ul style="list-style-type: none"> • You authorise a registered trustee or solicitor to call a meeting of your creditors or propose or enter into a deed of assignment or deed of arrangement or a composition with any creditors; • A person holding a security interest in your assets takes any steps to or enters into possession or control of any of those assets; or • You commit an act of bankruptcy; or <p>(d) An event happens analogous to an event specified above to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if Australian law applied.</p>
Nominated Bank Account	The bank account you hold with a financial institution in Australia that you link to your account.
Nominated Card	The primary Credit Card you link to your account.
Payment Method	Nominated Bank Account, Credit Card, account balance or any other payment method offered or accepted by PayPal from time to time.
Payment Review	The process by which we review potentially high-risk transactions sent from or to your account.
PayPal, we ,us and our	PayPal Australia Pty Ltd ABN 93 111 195 389 AFSL 304962.
PayPal Here	The service that allows business and premier account holders to accept payments using the PayPal Here app via select smartphones, tablets or other devices in accordance with the PayPal Here Terms and Conditions .
PayPal POS Functionality	Any functionality provided by PayPal used exclusively through a point of sale terminal that enables you to receive payment for goods and services in your PayPal business account.
Personal Transaction	Sending or receiving money using “Send Money” without making

	a purchase, i.e. the payment is not for goods or services.
Primary Authorised User	The individual given responsibility to make decisions in respect of a business account on behalf of the entity that owns it.
Proof of Shipment	The proof of shipment accepted by us as set out within the “proof of shipment” section within the “ Manage customer concerns ” page of our website.
Related Bodies Corporate	Has the meaning under the Corporations Act 2001.
Reversal	A payment that you received which PayPal returns to the sender or another third party because: <ul style="list-style-type: none"> • A Chargeback was received, • The buyer’s bank reversed the payment, • A claim is successfully filed via the PayPal Resolution Centre, or • The transaction was unauthorised.
Sending Limit	The maximum payment amount you can send using our Services.
Services	The payment processing services provided by us and available through your account.
Verified	The status given to your PayPal account when you verify you have control of a Payment Method.

27.2 In this Agreement, unless stated otherwise:

- a. References to currency mean Australian dollars;
- b. References to singular mean plural and vice versa;
- c. Headings are used for convenience only and do not affect the interpretation of this Agreement;
- d. Other grammatical forms of defined words or expressions have corresponding meanings;
- e. A reference to a document includes the document as modified from time to time and any document replacing it;

- f. The word "person" includes a natural person and any body or entity whether incorporated or not;
- g. A reference to a thing includes a part of that thing;
- h. A reference to all or any part of a statute, rule, regulation or ordinance includes that statute, rule, regulation or ordinance as amended, consolidated, reenacted or replaced from time to time; and
- i. Wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)."

27.3 If any provision of this Agreement is held illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary. This Agreement will otherwise remain in full force and effect and be enforceable.

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Schedule 1. PayPal Seller and Buyer Protection Policies

S1.1 The PayPal Buyer Protection Policy and PayPal Seller Protection Policy are incidental to our Services and issued at our discretion. We reserve the right to terminate or amend the terms and conditions of these policies at any time. If we make any substantive changes which may negatively impact your use of our Services in a material way, we will notify you in accordance with clause 2 (Amendments to this Agreement).

S1.2 You have no automatic entitlement to protection under the PayPal Seller Protection Policy or PayPal Buyer Protection Policy. The policies do not indemnify you for loss and are not a contract of insurance.

Seller responsibilities

S2.1 If you lose a “significantly not as described” claim, the buyer will generally return the item to you and you are required to provide a refund for the full purchase price (including original shipping costs). You will not receive a refund for the fees you paid.

S2.2 If you lose a “significantly not as described” claim because the item is counterfeit, you will not receive the item back in this instance.

PayPal Seller Protection Policy

What is the PayPal Seller Protection Policy?

S3.1 If PayPal deems that you are eligible for the PayPal Seller Protection Policy, PayPal will reimburse you for the full amount of the payment and waive any applicable Chargeback fee.

Eligibility

S4.1 You must meet all the relevant basic and additional requirements to be eligible for PayPal Seller Protection:

PayPal Seller Protection applies to Reversals based on:	Unauthorised transactions or an item not received.
Basic requirements	<ol style="list-style-type: none">i. The item purchased must be a physical, tangible good (except vehicles);ii. You must respond to our requests for documentation and other information that is reasonably required by PayPal regarding a Reversal filed against you within the timeframe specified; andiii. Your eligibility is not otherwise suspended.
Additional requirements	<ol style="list-style-type: none">i. You receive payment via PayPal from a buyer's PayPal account;ii. You provide us with valid Proof of Shipment; andiii. The item is sent to the address we specify on the payment notification or "Transaction Details Page" which can be accessed by logging in to your PayPal account.

Limitations

S5.1 The PayPal Seller Protection Policy will not apply to a transaction if:

- a. More than one payment is received for a single transaction;
- b. You combine items purchased through separate PayPal payments into a single shipment;
- c. You do not provide Proof of Shipment or respond to our requests for information in a timely manner;
- d. The item is delivered in person or picked up in person;
- e. The item is shipped to an address not listed on the "Transaction Details Page";
- f. Payment is a Personal Transaction;
- g. Payment is made through:

- i. guest checkout outside of eBay;
- ii. PayPal Here; or
- iii. direct Credit Card payments through PayPal (including Virtual Terminal and Website Payments Pro – Hosted Solution or API);
- h. The item sold is an intangible good, travel tickets, quasi-cash, gift certificate, downloadable or streaming content, licence for digital content or a service;
- i. The item is a vehicle (including cars, motorcycles, caravans, boats and planes);
- j. The buyer claims the item is significantly not as described;
- k. You have not complied with the terms of this Agreement, any of its incorporated policies, or any specific directions provided by us; or
- l. The buyer files a claim through a buyer protection policy other than the PayPal Buyer Protection Policy.

Suspension

S6.1 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 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.

S6.2 We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another account which has been suspended.

S6.3 We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your account.

S6.4 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.

S6.5 We will notify you by email if we suspend or lift the suspension of your eligibility for PayPal Seller Protection.

Process

S7.1 If a Reversal occurs we will email you to let you know we will place a temporary hold on funds in your account to cover the amount of the Reversal. We will ask you to provide Proof of Shipment and any other information we need to determine whether the transaction meets the eligibility requirements for the PayPal Seller Protection Policy.

S7.2 We will use our reasonable discretion to determine whether a transaction meets the PayPal Seller Protection Policy eligibility requirements. If it does, we will lift the temporary hold and restore the funds to your account.

S7.3 If we determine that a transaction does not meet the eligibility requirements, we will debit the funds from your account, together with any fees.

Exclusions

S8.1 If we reasonably determine, having considered all relevant circumstances, that you have abused the PayPal Seller Protection Policy, we may at our sole discretion exclude you from the PayPal Seller Protection Policy or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

S8.2 If you receive payment under PayPal Seller Protection which you are not entitled or eligible to receive, the payments are repayable immediately by you and may be recovered as a debt due and payable to PayPal. PayPal may also exercise its rights under clause 12.2 and clause 12.3 in respect of any amounts payable by you under this clause.

PayPal Buyer Protection Policy

What is the PayPal Buyer Protection Policy?

S9.1 The PayPal Buyer Protection Policy applies to payments made using our Services.

S9.2 If you are an eligible buyer, the PayPal Buyer Protection Policy can help you recover payments made in respect of certain items purchased where items are:

- a. Not received; or
- b. Significantly not as described.

S9.3 If your purchase meets the requirements for the PayPal Buyer Protection Policy, we will attempt to recover your payment from the seller.

S9.4 If you have received any cash back, rebate, credit or other promotional incentive from us or any third party for a purchase eligible for the PayPal Buyer Protection Policy, you may only recover the amount of your payments less the value of the cash back, rebate, credit or

other promotional incentive.

S9.5 Where we are unable to recover the whole or part of your payment from the seller we may, in our absolute and sole discretion, decide to make a payment as a gesture of goodwill.

S9.6 You have no automatic entitlement to receive any payments under the PayPal Buyer Protection Policy.

S9.7 The PayPal Buyer Protection Policy does not indemnify you for loss which may be incurred and it is not a contract of insurance.

S9.8 If we determine a claim in your favour we will reimburse you the full purchase price of the item and original postage costs only. We will not reimburse you for the postage costs you incur to return an item to the seller or another party we reasonably specify.

S9.9 If the seller presents Proof of Shipment to your address, we may find in their favour even if you did not receive the item.

Item not received

S10.1 You should wait a reasonable amount of time - at least 7 days - to receive the item before filing a dispute for an item not received.

Significantly not as described

S11.1 An item may be considered “significantly not as described” if:

- a. The item is completely different to that represented by the seller at the point of sale;
- b. The condition of the item is significantly different to how it was described;
- c. The item is unusable and was not disclosed as such. (Note, this applies to the item in its received state.);
- d. The item is not authentic and was not disclosed as such; or
- e. The item is missing a major portion or quantity.

S11.2 An item is not considered to be “significantly not as described” if:

- a. It was reasonably and prominently described at the seller’s point of sale;

- b. The description could have been reasonably misinterpreted by you or the seller. For example, if the item is a different colour than advertised (eg, the item is aquamarine but was advertised as teal);
- c. The item did not meet your expectations; or
- d. It has minor scratches but was listed as “in used condition.”

S11.3 We reserve our right to make a decision if you and the seller cannot agree and we will exercise our sole discretion when determining a claim of “significantly not as described.” We will consider numerous factors which may include the communications between you and the seller and any documentation you have provided. We will provide you with reasons for our decision upon request.

Eligibility

S12.1 You may be eligible for the PayPal Buyer Protection Policy if all the following requirements are met:

- a. You use PayPal as your payment method;
- b. Your payment is less than \$20,000;
- c. Your payment is not a Personal Transaction and is made through:
 - a. The “Checkout with PayPal” button or by otherwise selecting PayPal as part of a seller’s PayPal checkout flow; or
 - b. The “Send Money” tab choosing “Goods or services” on our website or mobile app;
- d. Your payment is made from your account and not directly from a Credit Card processed through our Website Payments Pro or Virtual Terminal service;
- e. You pay the full amount in one payment;
- f. The item is not received or is significantly different to how it was described;
- g. Your account is in good standing;
- h. You have not received a recovery related to the purchase from another source;
- i. Your purchase is not for:
 - a. Vehicles (including cars, motorcycles, caravans, boats and planes);
 - b. Real estate;
 - c. Licences;
 - d. Sale of business;

- e. Custom made items considered to be “significantly not as described”;
 - f. Industrial machinery used in manufacturing;
 - g. Activities involving gambling, gaming and/or any other activity with an entry fee and a prize;
 - h. Items prohibited under our Acceptable Use Policy;
 - i. Items you collect in person or arrange to be collected on your behalf;
 - j. Quasi-cash items such as gift cards, pre-paid cards or deal vouchers;
or
 - k. Items listed on Gumtree;
- j. You file a dispute in the PayPal Resolution Centre within 180 calendar days of the transaction and, in the event that the dispute remains unresolved, escalate the dispute to a claim within 20 calendar days of the date you filed the dispute;
 - k. You have not sent the item back to the seller without our direction to do so; and
 - l. The seller has not provided valid Proof of Shipment in relation to an “item not received” claim.

Limitation

S13.1 The PayPal Buyer Protection Policy will not protect you:

- a. For more than one claim for a single PayPal payment;
- b. If you initiate a dispute through the Resolution Centre and also file a Chargeback directly with your Credit Card provider. If you receive payments from both us and another organisation with respect to the same transaction, we will seek to recover any payment we have made to you under this policy;
- c. If you do not comply with the process set out in clause S14; or
- d. If you do not comply with your responsibilities as set out in clause S15.

Process

S14.1 If you purchase an item using our Services where the item is not received or is “significantly not as described,” you may file a dispute in the Resolution Centre within 180 calendar days of the date of the transaction.

S14.2 We will notify the seller when you file a dispute. While the dispute is open, you and the seller can access the details via the Resolution Centre and post messages to each other. Any messages you post are viewable by us and the other party to the dispute.

S14.3 In the event that the dispute remains unresolved, you may escalate it to a claim within 20 calendar days of the date you filed it. If you do not escalate the dispute to a claim within 20 days it will be automatically closed and cannot be reopened.

S14.4 If you escalate the dispute to a claim, we may review and use the content of all posted messages to evaluate your claim.

S14.5 You can file a dispute for “item not received” and then change it to “significantly not as described” if circumstances change, but not vice versa. Unless stated otherwise, a claim may not be edited or changed (other than to add further information) after it has been filed unless PayPal exercises its discretion to allow you to change your initial claim or you make an appeal before the claim is determined and closed.

Buyer responsibilities

S15.1 You must respond to our enquiries within the timeframe specified by us. If you fail to respond we will not continue to process your claim or otherwise assist you in relation to your complaint and it will be closed and may not be reopened.

S15.2 We may request website details (including URL) or a receipt for the eligible item.

S15.3 If you file a “significantly not as described” claim including counterfeit item claims, we may require you to obtain documentation from a qualified third party to substantiate your claim at your expense.

S15.4 If you file a “significantly not as described” claim, we may require you to ship the item at your expense to the seller, to us or to a third party designated by us.

S15.5 If we ask you to ship or return the item to the seller at the address we confirm to you after the claim has been decided in your favour, you must take precautions in repacking the item to reduce the risk of damage in transit and provide Proof of Shipment.

S15.6 If you are required to send the item to us, you agree to transfer the ownership of the item to us and provide all reasonable assistance in ensuring that the transfer of ownership takes place.

S15.7 If you and the seller agree to a refund amount that is less than the amount of the original transaction, and the seller provides you the refund, we will consider your dispute/claim to be successfully resolved.

Relationship between PayPal Buyer Protection and Chargebacks

S16.1 Credit Card Chargeback rights, if applicable, may be broader than the PayPal Buyer Protection Policy. Chargeback rights are not limited to specific amounts per transaction and may cover intangible items.

S16.2 You may pursue a claim or dispute with PayPal or contact your Credit Card provider to pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open claim or dispute with us and subsequently file a Chargeback with your Credit Card provider, we will close your dispute or claim.

S16.3 Before contacting your Credit Card provider or filing a dispute with us, you should contact the seller to resolve your issue in accordance with the seller's return policy.

Exclusions

S17.1 If we reasonably determine, having considered all the relevant circumstances, that you have made an excessive or unreasonable number of claims, Reversals or Chargebacks, we may exclude you from the PayPal Buyer Protection Policy and deny all open and future claims, or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

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