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User Agreement for PayPal Service

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This Agreement contains sixteen sections (including a schedule). You may jump directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalised terms have specific definitions in Section 15. Underlined words in this Agreement and on our website hyperlink to relevant information.

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This Agreement is a contract between you and PayPal and applies to your use of the Services. The terms of the Acceptable Use Policy, and Merchant Gift Vouchers Policy located on the “Legal Agreements” landing page are incorporated by reference into this Agreement and provide additional terms and conditions related to the Services. The above mentioned documents are “**Ancillary Documents**” for the purpose of this Agreement. For the avoidance of doubt, neither the Ancillary Documents nor the parts of this Agreement that incorporate the terms of the Ancillary Documents constitute “framework contracts” for the purpose of the EU Payment Services Directive (2007/64/EC) or any implementation of that directive in the EU or EEA (including, without limitation, the UK Payment Services Regulations 2009).

All future Changes set out in the [Policy Update](#) already published on the “Legal Agreements” landing page of the PayPal website at the time you register for the Services are incorporated by reference into this Agreement and will take effect as specified in that [Policy Update](#).

This Agreement, together with other legal terms and legally required disclosures relating to your use of the PayPal Service will be provided to you, at all times on the PayPal website(s) (typically located on the “Legal Agreements” landing page). This information may also be sent to you or appear in places on the PayPal website(s) or otherwise where relevant to your use of the Services.

By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement (including the [Policy Updates](#), policies and reward terms referred to above). This Agreement is provided to you and concluded in English. You agree that any use by you of the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

PayPal may require you to have a PayPal Account to use the Services (including, without limitation, to send or receive payments or to use PayPal as a means of logging into third party services).

IMPORTANT

This is an important document which you must consider carefully when choosing whether to use the Services at any time. Please read the terms of this Agreement carefully before agreeing to it. This Agreement also highlights certain risks on using the Services together with guidance on how to safely carry out online payments via PayPal.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

Please note the following risks and key terms applicable to your use of the Services:

Risk of payment reversals

Payments received in your PayPal Account may be reversed at a later time, for example, if such a payment is subject to a Chargeback, Reversal, Claim or otherwise invalidated. This means that for some of our sellers, payments received into their Account may be returned to

the sender or otherwise removed from their Account after they have been paid and/or delivered any goods or services sold.

A key eligibility requirement of the Seller Protection Programme is that the seller must post the item to the address which appears on the transaction details page. If the item is delivered in person or if a seller posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a “work address” or a “gift” address) then you will not be eligible for re-imbusement under the terms of the programme.

You can help protect yourself from the risks of a payment being reversed from your Account by following the criteria set out in the PayPal Seller Protection Programme and by following the other guidance provided to sellers as set out in the "Security Centre" accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds to the extent and for so long as reasonably needed to protect against the risk of liability (see section 10.2h) if you violate this Agreement including the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal. For the avoidance of doubt, we may permanently block your account for breach of section 10.6 (Information about you).

Risk of payments being held by PayPal

Please note that although you may only have one PayPal Account, your Account has two separate and distinct functionalities, the payment functionality and the reserve functionality. Your ability to access funds in your Account and to execute payment transactions from your Account will depend upon which functionality the funds are subject to at any given time. For the purposes of this Agreement:

- The element of your Account which constitutes the payment functionality will be known as the "Payment Account". The Payment Account is the operational part of your Account through which you have access to funds and which can be used for the execution of payment transactions.
- The element of your Account which constitutes the reserve functionality will be known as the "Reserve Account". Your access to the Reserve Account is restricted and you have no ability to access funds in the Reserve Account or to execute payment transactions over funds in the Reserve Account. Funds held in the Reserve Account may be marked, for example, "Pending", "Uncleared", "Held".

Examples of when funds may be held by PayPal to mitigate risks include when those funds are subject to:

- an eCheque, Add funds or Top-up bank transfer payment (see section 3.7)
- Merchant processing delay (see section 3.9)
- Reserve (see section 10.4)
- Payment review (see section 4.2)
- Payment Hold (see section 10.5)
- Restricted Activity and actions taken by PayPal (see sections 9 and 10)

Disputes

If you wish to open a Dispute through PayPal's Online Resolution Centre you must do so within 180 days of making your payment.

Payment execution

Please note that PayPal will execute a valid Payment Order made by you through your Payment Account and credit the payment service provider of the person to whom you are sending your payment as soon as the payment schemes available to PayPal allow (which can be within the next Business Day) following the date you gave us your valid Payment Order. This execution time is subject to certain conditions and more detail around execution of Payment Orders is set out in section 3.1 of this Agreement.

You must consider such risks and guidance when using PayPal.

For more information about the PayPal service, please read our [Key Payment and Service Information](#).

The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalised terms have specific definitions, and we have provided them in section 15 or otherwise in the text of this Agreement. You will also find underlined words in this Agreement and on our website that hyperlink to relevant information.

1. Our Relationship With You

1.1 PayPal is only a Payment Service Provider. PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) is duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended (the “Law”) and is under the prudential supervision of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier.

PayPal’s main business is the issuance of E-money and the provision of services closely related to the issuance of E-money. A description of the main characteristics of the PayPal Service is set out in the Key Payment and Service Information document which is accessible via the Legal Agreements link of each page of the PayPal website(s). Since the service is limited to E-money, which does not qualify as a deposit or an investment service in the sense of the Law, **you are not protected by the Luxembourg deposit guarantee schemes provided by the Association pour la Garantie des Dépôts Luxembourg (AGDL)**. PayPal enables you to make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes. PayPal does not have control of nor assumes the liability or legality for the products or services that are paid for with our Service. We do not guarantee the identity of any User or ensure that a buyer or a seller will complete a transaction. Please note that there are risks of dealing with underage persons or people acting under false pretence.

1.2 Your Privacy. Protecting your privacy is very important to PayPal. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

1.3 Intellectual Property. The URLs representing the PayPal website(s), “PayPal,” and all related logos of our products and services described in our website(s) are either copyrighted by PayPal, trademarks or registered trademarks of PayPal or its licensors. In addition, all page headers, custom graphics, button icons, and scripts are either copyrighted by PayPal, service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. You, as a merchant, may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programmes without prior written consent for the sole purpose of identifying yourself on your website as a merchant who accepts payments through the Service and directing web traffic from that website to the Service, but we may limit or revoke this permission at any time and for any reason in our sole discretion. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the Service or display them in any manner that implies PayPal’s sponsorship or endorsement. All right, title and interest in and to the PayPal website and any content thereon is the exclusive property of PayPal and its licensors.

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

1.4 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. You are not permitted to transfer your Account to a third party. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Account under section 7.1.

1.5 Notices to You. We will communicate with you in the language(s) in which we have made available this Agreement to you. You agree that PayPal may provide notice or other information to you by posting it on the PayPal website(s) (including the posting of information which is only accessed by you by logging into your Account), emailing it to the email address listed in your Account, mailing it to the street address listed in your Account, calling you by phone, or sending you a "text" / SMS message. You must have internet access and an e-mail account to receive communications and information relating to the Services. With the exception of amendments to this Agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the PayPal website(s) or emailed to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail) and you may terminate your consent to receive required disclosures through electronic communications by contacting PayPal as described in section 1.6 below. PayPal may charge you a Records Request Fee (per Schedule 1) to provide a paper copy. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic communications.

1.6 Notices to PayPal. Notices to PayPal made in connection with this Agreement must be sent by postal mail to PayPal's head office: PayPal (Europe) S.à r.l. et Cie, S.C.A. Attention: Legal Department, 22-24 Boulevard Royal L-2449, Luxembourg.

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

1.8 Amendments to this Agreement. We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account (as set out in Schedule 1) (a “Change”) by giving notice of such Change by posting a revised version of this Agreement on the PayPal website(s). A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately.

If you do not accept any Change, you must close your Account following the account closure procedure set out in section 7.1. If you do not object to a Change by closing your Account within the 2 month notice period, you will be deemed to have accepted it. While you may close your Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement and please further note our rights under section 10.3 (Account closure and limited access).

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2. Eligibility and Types of Accounts

2.1 Eligibility. To be eligible for our Services, you must (i) be a resident of one of the countries listed on the [PayPal Worldwide](#) page; (ii) have full legal capacity to enter into a contract; and (iii) if you are an individual, be at least 18 years old. You further represent and warrant to us in opening an Account with us that you are not acting on behalf of, or for the benefit of, anyone else, unless you are opening the Account for and under the direction of the company that employs you. If you are not acting for the company that employs you, the new Account must be in your own name only. This Agreement applies only to Users who are residents of the United Kingdom and Relevant Countries. If you are a resident of another country, you may access your agreement from the PayPal website(s) in your country (if applicable).

2.2 Personal and Business Accounts. We offer the following types of Accounts: Personal and Business Accounts. Unless otherwise agreed, you may hold not more than one Personal Account and one Business Account. Holders of certain Personal Accounts may be required to upgrade their accounts (which may include providing further information to PayPal) in order to use all of the current functionality available in a Personal Account. By opening a Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes. You agree that your Account comprises the Payment Account and the Reserve Account.

2.3 Verified status.

a. To obtain Verified status you must complete the following steps depending on your Account status:

For UK customers:

Personal Account holders: Either:

- 1) Set up Direct Debit and complete the Random Deposit Process; or
- 2) Be successfully approved for and activate PayPal Credit.

Business Account holders: Either:

- 1) Set up Direct Debit; complete the Random Deposit Process; and provide supplemental business information; or
- 2) Be successfully approved for and activate PayPal Credit; and provide supplemental business information.

For Relevant Country customers: add a credit card and complete the Link and Confirm Card process.

b. PayPal may, from time to time, make available to you other methods or procedures for you to obtain “Verified” status. By highlighting a User as “Verified” PayPal only represents that the Verified user has completed the steps of the process to obtain “Verified” status. Further to section 1.1 and by attributing Verified status to a user, PayPal neither guarantees, undertakes nor otherwise represents that a Verified user will complete a Commercial Transaction.

2.4 PayPal as Login Method. If you use PayPal as means of logging into external websites or mobile apps, we may share your login status with any third party offering this Service as a login method, as well as the personal and other Account information that you consent to being shared so that the third party can recognise you. PayPal will not give such third party access to your PayPal Account and will only make payments from your Account to that third party with your specific authorisation.

If you offer this Service as a means for visitors to log into your website, app, or otherwise for your customer accounts, you must agree to any specific terms applicable when this functionality is made

available to you, and comply with any specifications in any integration manual or guideline. PayPal does not guarantee or otherwise represent the identity of any user of this login method. PayPal will not share with you the personal and other Account information of the user (including login status) held by PayPal unless the user has consented to our disclosure of that information to you.

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3. Sending Money

3.1 Our execution of your Payment Orders. Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account and credit the payment service provider of the person to whom you are sending your payment, as soon as the payment schemes available to PayPal allow (which can be within the next Business Day) following the date you gave us and we received your valid Payment Order. This is subject to you providing us with:

- a. your Payment Order before 4pm on a Business Day, except that the relevant time shall be 5.00pm if your Account is registered in Greece, 3.00pm if your Account is registered in Ireland, 2.45pm if your Account is registered in Hungary and 2.00pm if your Account is registered in the Czech Republic. All times stated are local times of the country where your Account is registered. If you provide us with your Payment Order after this time or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day;
- b. a correct Unique Identifier or other valid details of the recipient or you as PayPal or the person you are paying may reasonably request from you when you complete the details to make the Payment Order;
- c. all mandatory information requested in the relevant payment or checkout flows;
- d. (if required), details of your valid Funding Source(s) that have sufficient funds to make the payment;
- e. valid consent to authorise your Payment Order, such valid consent is provided when you:
 - a. click the “Pay” or “Continue” or other button in the sections of the PayPal website(s) or PayPal checkouts which permit you to send us a Payment Order after you have submitted your correct log-in information (e.g. e-mail and password) and successfully logged into your PayPal Account; and/or
 - b. have set up a third party initiated payment Authorisation in which you have agreed with a merchant or other third party to provide an advance Authorisation to allow that merchant or third party to collect or otherwise direct payment of funds from your PayPal Account; and/or
 - c. instruct us to make a payment in any other way which we may notify you when making the Payment Order from time to time.

Our obligation to execute payment orders as set out above in this section 3.1 only applies to payments executed: between Users with registered Accounts in the European Economic Area (“EEA”); and in the currency of Pounds Sterling, Euro or the currency of the EEA State that has not adopted Euro as its currency. Once your Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction, with the exception that you are able to cancel a Recurring Payment provided that you do so before the end of the Business Day which falls on the day before the next recurring payment is due to be made. We are under no obligation to execute your Payment Order if you do not have sufficient funds. PayPal reserves the right not to effect a payment made by you until it receives cleared funds (this also means, without limitation, that PayPal is not obliged to settle a refund transaction before having received funding for the original transaction).

3.2 Sending Limits. If you have a periodic sending limit on your Account, you can view it by logging into your Account and clicking on the “View Limits” link on the “Account Overview” page. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service.

3.3 Lifting your sending limit. In order to lift your sending limit, you must complete the steps set out below.

- a. **In the UK:** 1) Either: set up Direct Debit and complete the Random Deposit Process; or be successfully approved for and activate PayPal Credit and 2) if you hold a Business or Premier Account, you may also need to provide business information. If you wish to lift the sending limit on your card linked to your Account you will also be required to complete the Link and Confirm Card process.
- b. **In the Relevant Countries:** add a credit card and complete the Link and Confirm Card process.

PayPal may, from time to time, require you to, or provide you with the option of, carrying out other methods or procedures to lift your sending limit.

3.4 Default Funding Sources. When you make a payment you authorise us to obtain funds on your behalf from your applicable Funding Source, to issue E-money and to transfer the E-money to the recipient or to your Balance in each case according to your instructions and subject to the terms of this Agreement. PayPal will fund your transaction as follows:

Balance	If you have a Balance in your Account, PayPal will always use your Balance to fund your payment.
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Funding Sources	<p>If you do not have a Balance, or your Balance is not sufficient to fund your entire transaction, PayPal will fund your transaction, or the remainder of your transaction, in the following order (to the extent that such Funding Sources are available for use with your Account):</p> <ol style="list-style-type: none"> 1. Balance (if any) 2. Instant Transfer from your bank account 3. PayPal Credit 4. Debit card / credit card 5. eCheque
Recurring Payments	<p>If you have a Balance at the time the merchant processes your payment, PayPal will use your Balance instead of your Preferred Funding Source.</p>
Merchant Processing Delay	<p>If there is a Merchant Processing Delay and you have a Balance at the time the merchant processes your payment and completes the transaction, PayPal will use your Balance instead of your Preferred Funding Source.</p>

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

Special Funding Sources: Certain payments may be funded by special Funding Sources linked to your Account, such as merchant/transaction specific balance, gift vouchers or other promotional Funding Sources, the use and priority of which are subject to further terms and conditions between you and PayPal ("**Special Funding Sources**"). Your Account Overview may show the notional amount available in your Special Funding Sources to fund qualifying payments at any given time. This amount does not constitute E-money, is not deemed part of your Balance and is not redeemable in cash - it only represents the amount of E-money which PayPal offers to issue and credit to your PayPal Account at the time of (and only to immediately fund) a qualifying PayPal payment, subject to (and only for the period outlined in) the further terms and conditions of use of that Special Funding Source. If your PayPal payment funded by a Special Funding Source is rescinded (including, without limitation, Reversed) at a later time for any reason, PayPal will keep the amount that represents the portion of that PayPal payment that was funded by your Special Funding Source and (provided that the Special Funding Source has not already expired) reinstate the Special Funding Source.

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

- a. Each time you make a payment, you may select a Preferred Funding Source. You may do so on the “Review Your Payment” page by clicking on the link to change your payment method and selecting from the available funding options. You may also set PayPal Credit as your Preferred Funding Source for all future payments in your Account Profile and where available in certain payment checkout webpages.
- b. In your Account Profile – My Preapproved Payments. If you have set up a Recurring or Automatic Payment, or authorise a merchant or other third party to collect payments from your PayPal Account, you may be able to select a Preferred Funding Source for all future payments to the merchant or other third party. You may do so by logging in to your Account, selecting "Profile", selecting "My Preapproved Payments", and then by selecting the links to set a Preferred Funding Source (may be called "Backup Funding Source"). Otherwise we will use your Default Funding Source.
- c. Limitations. If you have a Balance in your PayPal Account and your payment does not qualify for funding by a Special Funding Source, PayPal will use your Balance instead of your Preferred Funding Source, unless your Preferred Funding Source is eCheque or PayPal Credit. If you have a Balance and do not want to use it to fund your next payment, you must withdraw from your Balance before initiating your next payment.
- d. Quick Pay. If you select “Quick Pay” for your PayPal Mobile payments, you will not be able to select a Preferred Funding Source for your future PayPal Mobile payments made with Quick Pay. You may cancel your “Quick Pay” setting at any time from your mobile phone.

3.6 Funding Source Limitations. In order to manage risk, PayPal may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will alert you that there is a higher than normal level of risk associated with the payment (for example and without limitation, a risk that the payment may be challenged to be unauthorised). Such a notice does not mean that either party to the transaction is acting in a dishonest or fraudulent manner. It means there may be a higher than normal level of risk associated with the payment. Funding Sources may be limited also if you make a PayPal payment through certain third party websites or applications. For PayPal Business Payments, you are limited to funding your PayPal payment with either (or both) your Balance or by eCheque.

If your Funding Sources are limited, you may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory (for instance, if one of your Funding Sources is your credit card but, as a result of a limitation of Funding Sources, you cannot fund your PayPal payment by credit card, you will not have chargeback rights for the PayPal payment).

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

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

- b. **Top-up bank transfer and Add funds.** A "Top-up bank transfer" is a payment where you instruct your bank to make a payment to PayPal’s bank account. This instruction is made by you contacting your bank directly and providing the bank with PayPal’s bank account details. You agree that once PayPal receives the funds from your bank that PayPal may hold those funds until the Business Day that PayPal has determined that the risk of the payment being reversed due to NSF Risk has passed. An “Add funds” transaction allows you to add funds to your Account Balance from your bank account. It involves the execution of a Payment Order that instructs your bank to pay PayPal. You agree that once PayPal receives the funds from your bank that those funds will be held in your Reserve Account until the Business Day that PayPal has deemed that the risk of the payment being reversed due to NSF Risk has passed. Until the Payment Order is completed the transaction will appear as “Uncleared” in your Account details. PayPal is not in possession of all the information necessary to place the funds from a Top-up bank transfer or Add funds Payment Order at your disposal in your Payment Account until the NSF Risk has passed.

PayPal will make electronic transfers from your bank account in the amount you specify through a mechanism called Automated Clearing House (or ACH for short) (this may involve use of the Faster Payments Service if: you are making a "Top-up bank transfer"; your bank account is based in the UK; and your bank supports that service for that particular transfer). You agree that such requests by you for PayPal to make electronic transfers from your bank account constitute your authorisation to PayPal to make the transfers and once you have provided your authorisation for the transfer, you will not be able to cancel the electronic transfer. PayPal reserves the right to require you to fund your requested payment by eCheque to mitigate risk associated with your Payment Order. You give PayPal the right to resubmit any ACH debit you authorised that is returned for insufficient or uncollected funds. If you cancel any direct debit (including, without limitation, any SEPA Direct Debit), you agree to reimburse us for the value of any goods or services that you have consumed with the proceeds of that direct debit.

For users with registered addresses in Cyprus, Estonia, Greece, Ireland, Latvia, Malta, Slovakia and Slovenia: The Single Euro Payments Area (SEPA) is an initiative of the European Commission and European banking sector, aimed at making transactions more efficient within the European Union. After the implementation of the use of SEPA Direct Debit mandates by PayPal, whenever you register a bank account with PayPal or pay with a new bank account for the first time, you will be granting PayPal a SEPA Direct Debit mandate. You will be able to access such mandate and the mandate reference number (MRN) in your PayPal Account profile at any time and cancel the mandate for future transactions.

Whenever you make an electronic transfer from your bank account to PayPal via SEPA Direct Debit after that, you authorise PayPal to use such mandate and draw the amount from your bank account as explained above in this section 3.7 and you authorise your bank to arrange for payment to PayPal. You may claim a refund from your bank at any time up to 8 weeks after the date on which the SEPA Direct Debit payment took place in accordance with your bank's terms and conditions.

PayPal will inform you of the amount of the SEPA Direct Debit payment and the time frame in which PayPal will collect the amount from the bank account together with the purchase confirmation. In the event that PayPal resubmits any SEPA Direct Debit payment request due to Reversal of the original payment, there will be no (additional) information given on the amount and the time frame ahead of the resubmission.

3.8 Refused Transactions. When you send E-money, although the E-money is available to the recipient, the recipient is not required to accept it. You agree that you will not hold PayPal liable for any damages resulting from a recipient's decision not to accept a payment made through the Service. We will:

- a. Quickly return any refunded or denied payment to your Balance or as appropriate, your original Funding Source; and
- b. return any unclaimed payment to your Balance within 30 Days after the date you initiated the payment.

3.9 Merchant Processing Delay. When you send a payment to certain merchants, you are providing an Authorisation to the merchant to process your payment and complete the transaction. Some merchants may delay processing your payment. In such an instance, your Authorisation will remain valid typically for up to 30 Days. If you have a positive Balance at the time you made your Authorisation, you agree that PayPal may hold the amount of your Balance which forms the payment in your Reserve Account. The payment will be held as pending in your Reserve Account until the merchant completes the processing of your payment. If your payment requires a currency conversion by us, the 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.

3.10 Third party initiated payments (including Recurring Payments). A third party initiated payment is a payment made on the basis of your advance Authorisation to a third party (for example, a store or other trader you intend to pay for your purchase) to collect funds from your PayPal Account.

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

By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time basis, or on a (sporadically or periodically) recurring basis until you cancel your arrangement or authorisation with the applicable third party. You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.

You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates.

If you use the PayPal Location Based Payments Functionality to make a Third Party Initiated Payment to another User (typically a merchant) who accepts payments through the PayPal Location Based Payments Functionality, you may Authorise that User by selecting the User in the PayPal Location Based Payments Functionality. When you Authorise such a User, we may restrict the total amount that the Authorised User can request from your Account within a specific time period, as we may determine at our own discretion.

If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per Schedule 1) will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates.

Prospective Payment Recipients acting under the above Authorisations who present us with a payment request under this provision hereby:

- warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts) and that they will give prior notice of the deduction to the User; and
- agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment and that they will be liable to PayPal for any refunds of such payment in accordance with the terms of this User Agreement.

You agree that you cannot request a refund from PayPal for a third party initiated payment unless:

- a. the Authorisation did not specify the exact amount of the payment transaction when the Authorisation was given and the applicable amount exceeded the amount you could have reasonably been expected to pay, taking into account your previous spending patterns and the circumstances of the case;

and

- b. your consent to the making of the third party initiated payment was not given as set out in section 3.1(e); or
- c. the information relating to the third party initiated payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant;

and

- d. you notify us of the request within 8 weeks from the date the payment was made; and
- e. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case. We reserve the right to request further information as is reasonably necessary to ascertain whether the above conditions have been satisfied and to waive any or all of the above conditions.

3.11 Cancelling Recurring Payments. You may cancel a Recurring Payment at any time up to 1 Business Day prior to the date the payment is scheduled to be made. You may cancel a Recurring Payment by logging in to your Account, accessing the “Settings” tab, then, in the “Payment settings” section, clicking on “ Preapproved Payments” and following the instructions to cancel the payment. Please keep in mind that Recurring Payments are sometimes referred to as subscriptions or preapproved payments. In addition, if you cancel a Recurring Payment you may still be liable to the merchant for the payment and be required to pay the merchant through alternative means.

When you use the PayPal Location Based Payments Functionality to give an Authorisation for a Third Party Initiated Payment to a User (typically a merchant) who accepts payments through the PayPal Location Based Payments Functionality, you may only cancel the Authorisation by following the steps to cancel your selection of the User in the PayPal Location Based Payments Functionality.

3.12 Sending E-money in Multiple Currencies. You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Argentine Peso, Australian Dollars, Brazilian Real, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Philippine Peso, Polish Zloty, Singapore Dollar, Swedish Krona, Swiss Franc, Thai Baht and Taiwan New Dollar. There may be some restrictions with regard to where you can send certain currencies. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant’s requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send E-money in a currency that is not your primary currency, we follow these practices:

- a. If you have a Balance in the requested currency, we will fund your transaction from your Balance.

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

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

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4. Receiving Money

PayPal may allow anybody (with or without a PayPal Account) to initiate a payment to your Account.

4.1 Lifting your receiving limit. If you have a periodic 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”. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through our Service. In order to lift your receiving limit, you must complete the steps set out below.

- a. **In the UK:** 1) Either: set up Direct Debit and complete the Random Deposit Process, or be successfully approved for and activate PayPal Credit; and 2) confirm your location (whether via our automated process, your telephone or post) and 3) for Business Account holders, provide supplemental business information.
- b. **In the Relevant Countries:** 1) add a credit card and complete the Link and Confirm Card process; 2) for Business and Premier Account holders, provide supplemental business information; and 3) provide us with further documents in a manner and form which we may reasonable request.

You can find more information about the Link and Confirm Card process in the PayPal Help Centre which is located on the PayPal website. PayPal may, from time to time, require you to, or provide you with the option of, carrying out other methods or procedures to lift your receiving limit.

4.2 Payment Review. Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions. This may be because PayPal has the reasonable suspicion that a buyer’s Payment Instrument and/or Account are being used in relation to Restricted Activities (as set out in section 9) or for other reasons as determined by us in our reasonable discretion. If a payment is subject to Payment Review, PayPal will:

- a. execute the Payment Order initiated by the buyer;
- b. in PayPal's discretion, immediately upon such execution restrict the buyer's Payment Instrument;
- c. place a hold on the payment, meaning the funds are held in the seller's Reserve Account;
- d. provide notice to the seller to delay the shipping of the item purchased by the buyer; and
- e. conduct its review of the payment.

PayPal is not in possession of all the information necessary to place the funds at the seller's disposal in the seller's Payment Account until the Payment Review is complete and PayPal has found the payment to be in order. Where a Payment Review finds problem with the payment, the payment will be reversed and the funds returned to the buyer from the seller's Reserve Account. All payments that complete Payment Review are still subject to being reversed under the terms of this Agreement but will be Seller Protection Eligible if they meet the Seller Protection Policy requirements. PayPal will provide notices to you by email and/or in the Transaction History tab of your PayPal account. A payment subject to Payment Review is a review of the payment only and is implemented to reduce the risk of PayPal users receiving high risk transactions. A payment subject to Payment Review is neither a review nor a representation by PayPal as to the commercial dealings, character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person.

4.3 Risk of Reversals, Chargebacks and Claims. The receipt of a payment into your PayPal Account does not equate to the receipt of cleared funds. A notification that E-money has been sent to you, does not amount to a receipt of E-money in your Account unless you have accepted the payment. You acknowledge and agree that a payment transaction is completed and received by you even if it becomes subject to a Reversal, Chargeback, Claim, Reserve or hold. When you receive a payment, you are liable to PayPal for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. In addition to any other liability, if there is a Reversal, or if you lose a Chargeback or Claim and you are not entitled to a payment under the Seller Protection Programme, you will owe PayPal an amount equal to the Reversal, Chargeback or Claim and our Fees per Schedule 1 (including a Chargeback Fee if applicable) and PayPal will debit your Balance to recover such an amount. If a sender of a payment files a Chargeback, the credit card company, not PayPal, will determine who wins the Chargeback. You can find out more about Chargebacks by reviewing our Chargeback Guide, accessible via the PayPal Security Centre and the section called: "Selling Safely". The PayPal Security Centre is accessed via the PayPal website.

4.4 Non discouragement. In representations to your customers or in public communications, you agree not to mischaracterise or disparage PayPal as a payment method. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you. You further agree that if you do charge a buyer any form of surcharge that you, and not PayPal, will inform the buyer of the

requested charge. PayPal has no liability to any buyer where you have failed to inform the buyer of any surcharge. You acknowledge that if you are permitted to surcharge and your further fail to disclose any form of surcharge to a buyer this may constitute a criminal offence by you.

4.5 Receiving Money in Multiple Currencies. You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. If you already maintain a Balance in the currency in which you receive a payment, we will credit all payments received in that currency to your Balance. Where you (not PayPal) offer a currency conversion at the point of sale, you will inform the buyer of the exchange rate and any charges that will be applied to the payment transaction. PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. You acknowledge that if you fail to disclose the exchange rate and charges to the buyer this may constitute a criminal offence by you.

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

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

4.8 PayPal Business Payments. If you offer PayPal Business Payments in a payment flow, you shall not offer any other PayPal-branded payment option in the same flow, unless otherwise agreed with PayPal.

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5. Account Balances and transaction information

5.1 Balances and transaction information. You may check your Balance by logging into your Account. Key information relating to your payments will be provided to you via e-mail and your transaction history will also be updated and made available to you at any time by logging into your Account. You will also be able to access a downloadable report via the "History" section of your Account. The "History" section will also show all Fees incurred and any other amounts charged to your Account in the relevant period. The "History" will only be updated and made available if there has been any activity on your Account or any Fees have been incurred in the relevant period. PayPal reserves the right to charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a different way. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. PayPal will ensure that the details of each transaction will be made

available for you to view online for at least 13 months from when it is first made available. You do not need to maintain a Balance in your Account in order to make payments. A Balance will be created whenever you use the Service to make either a Bank Funded Payment or a Card Funded Payment. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-Money and not a deposit.

5.2 Amounts you owe us and Multiple Currencies. If one of the currency Balances in your Account shows that you owe us an amount of funds for any reason, PayPal may set-off the amount you owe us by using funds you maintain in a different currency Balance or by deducting amounts you owe PayPal from money you receive into your Account, or money you attempt to withdraw or send from your Account, or in a different Account, and by deducting funds from any withdrawals you attempt to make. If, for a period of 21 Days, you have a Balance that reflects an amount owing to us that is not in Euros, PayPal will convert the amount you owe us to Euros (the Exchange Rate and Fee will be applied to any conversion).

5.3 Risks of Maintaining Balances in Multiple Currencies. You are responsible for all risks associated with maintaining Balances in multiple currencies (including, without limitation, the risk that the value of these Balances will fluctuate as exchange rates change, which over time may result in a significant decrease in the value of the Balances). You agree that you will not attempt to use multiple currencies for speculative trading.

5.4 Set-off of Balances. You agree that we may set-off any of the amounts held in Accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members of the PayPal Group. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this section from an Account Balance held or controlled by you.

5.5 Security Interest. To secure your performance of this Agreement, you grant to PayPal a legal claim against the proceeds of your Account as security for any amount you may owe to us. This is known in legal terms as a “lien” on and “security interest” in your Account.

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6. Withdrawing/Redeeming E- money

6.1 How to Withdraw/Redeem E-money. You may withdraw funds by electronically transferring them to your bank account or if you are a registered user of a Credit Card Withdrawal Region, your branded MasterCard or Visa card. Some jurisdictions may permit you to withdraw funds to either your bank account or your card. The bank account into which you request the redemption of E-money must be denominated in the home currency of your Account. Balances

must be redeemed in your home currency – see section 6.4 if your Account holds a balance in multiple currencies.

6.2

- a. **Withdrawal/Redemption Limits.** You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. You can view your periodic withdrawal limits, if any, by logging into your Account and clicking on the “View Limits” link on the “Account Overview.” We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can withdraw through our Service.
- b. **Execution methods and timeframes.**
 1. **General.** Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1.
 2. **Redemptions/withdrawals to UK bank accounts.** We will use the Faster Payments Service to process a redemption/withdrawal Payment Order (pursuant to section 3.1) where
 - a. the payment is made to your UK bank account in Pounds Sterling;
 - b. the receiving institution can receive the payment via the Faster Payments Service; and
 - c. the payment amount is within the limits stipulated by the Faster Payments Service from time to time

Redemption/withdrawal payments using the Faster Payments Service could (but are not guaranteed to) be credited to your bank account within 2 hours.

3. **Transaction Review.** We may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place (“Redemption Risk”). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order. When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 3.1 once we determine the Redemption Risk has passed. If we release the restriction and/or proceed to process your withdrawal, you agree that the date of your Payment Order will start on the Business Day the restriction was lifted.

6.3 Lifting your withdrawal limit. In order to lift your withdrawal limit, you must complete the steps set out below.

- a. In the UK: 1) Either: set up Direct Debit and complete the Random Deposit Process, or be successfully approved for and activate PayPal Credit; and 2) confirm your location (whether via our automated process, your telephone or by post) and 3) for Business Account holders provide supplemental business information.
- b. **In the Relevant Countries:** add a credit card and complete the Link and Confirm Card process.

PayPal may, from time to time, require you to, or provide you with the option of, carrying out other methods or procedures to lift your withdrawal limit.

6.4 Withdrawing Money in Multiple Currencies. If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but, unless otherwise agreed, the withdrawal will take place in your home currency.

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7. Term and closing Your Account

7.1 Term and How to Close Your Account. The term of this Agreement is for a period of time when you successfully register for a PayPal account until this Agreement is terminated for whatever reason. Subject to section 7.2, you may close your Account and terminate this Agreement at any time by logging in to your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Special Funding Sources. You must withdraw your Balance not later than the time you close your Account and terminate this Agreement. You can find out more about closing your Account in the PayPal Help Centre which is accessed via the PayPal website.

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

7.3 Unclaimed Balances on Dormant Accounts. Subject to the remainder of this section, E-money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of three years it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the E-money in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit (at

your expense) your E-money with the Luxembourg Caisse de Consignation at Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg, Tel: (+352) 2478-2478, Fax: (+352) 46 72 62. Applicable terms and conditions of the Caisse de Consignation, in particular with regard to fees and taxes due, can be directly obtained from the *Caisse de Consignation, Trésorerie de l'Etat*. For the avoidance of doubt, the Trésorerie de l'Etat, Caisse de Consignation, is not an operational unit of PayPal, but a department of the Luxembourg Treasury operating under the jurisdiction of the Luxembourg Ministry of Finance. Please contact PayPal Customer Service at the telephone number shown on the PayPal website(s) if you have any questions about funds held in your Account if it has been closed pursuant to this section 7.3.

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8. Fees and Currency Conversion

8.1 Fees. Fees for Users registered in the UK and Relevant Countries are set out in Schedule 1 below. For the avoidance of doubt, a User with a PayPal Account not registered in the UK or Relevant Countries will be liable to PayPal for the fees as set out in the terms of the User Agreement applicable to the country where the User is registered or as set out in the Fee Table accessible via the “footer” of each page of the PayPal website applicable to the country where the User is registered.

If other Fees apply for services or functionalities not referred to in Schedule 1 below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

8.2 Currency Conversion. If your transaction involves a currency conversion by PayPal, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.

Where a currency conversion is offered by PayPal at the point of sale you will be shown the exchange rate that will be applied to the transaction before you proceed with authorising the payment transaction. By proceeding with your authorisation of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate. You may opt out of a currency conversion by PayPal before you complete your payment by selecting “Other Conversion options” on the “Review Your Information” page during checkout.

Where a currency conversion is offered at the point of sale by the merchant, not by PayPal, and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

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

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

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

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9. Restricted Activities

9.1 Restricted Activities. In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

- a. Breach this Agreement (including, without limitation, opening multiple PayPal accounts or breaching the Card Processing Agreement, the Acceptable Use Policy or any other agreement that you have entered into with PayPal (including a Policy));
- b. Breach any law, statute, contract, or regulation (including, without limitation, those governing financial services including anti-money laundering, consumer protections, unfair competition, anti-discrimination and false advertising);
- c. Infringe PayPal’s or any third party’s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing;
- e. Provide false, inaccurate or misleading Information;
- f. Fail to provide us with further information about you or your business activities that we may reasonably request;
- g. Send or receive what we reasonably believe to be potentially fraudulent or unauthorised funds;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Attempt to “double dip” or undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank, or credit card company for the same transaction;
- j. Use an anonymising proxy;

- k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- l. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, a User, a third party or you;
- m. Abuse (as either a buyer or seller) of our Online Dispute Resolution process and/or PayPal Buyer Protection;
- n. Cause PayPal to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business;
- o. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- p. Use your Account or the Services in a manner that PayPal, Visa, MasterCard, American Express or our bank acquirer and/or payment processors reasonably believe to be an abuse of the bank's reversal process, credit card system or a violation of credit card association rules;
- q. Allow your Account to have a balance reflecting an amount owing to us;
- r. Undertake activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it);
- s. Use a credit card with your Account to provide yourself with a cash advance (or help others to do so);
- t. Access the Services from a country that is not included on PayPal's Worldwide page;
- u. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
- v. Send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- w. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- x. 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;
- y. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- z. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- aa. Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal website(s) without our or any applicable third party's written consent;

- bb. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- cc. Use the Service to test credit card behaviours;
- dd. Reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords;
- ee. Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the Service or activities carried out as part of the Services or otherwise than in accordance with the terms of this Agreement;
- ff. Request or send a Personal Transaction payment for a Commercial Transaction;
- gg. Allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with sections 3.3, 4.1 and 6.3 or where you expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions); or
- hh. Integrate or use any of the Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by PayPal from time to time.

You agree that engaging in the above Restricted Activities diminishes your or other PayPal customers' safe access and/or use of your Payment Instrument, Account or the Service generally.

9.2 Keeping your Payment Instrument Safe. You agree to perform the following actions to keep your Payment Instrument safe:

- a. Not engage in any of the Restricted Activities;
- b. Keep the details of your Funding Sources, password and PIN safe;
- c. Not allow anyone else to have or use your Funding Source, password or PIN details;
- d. Not disclose the details of your Funding Sources, password or PIN except when using the Service;
- e. Never write your password or PIN in a way that can be understood by someone else;
- f. Not choose a password or PIN 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 or PIN when you use it;
- h. Ensure you are logged out of all payment-relevant applications in your device when you don't use it to access the Service and/or when others could access it (e.g. where you share your device with others or use your device through unsecured public internet connections, such as in typical public "free-WiFi" areas);

- i. Refrain from using any functionality that saves or stores your password or PIN on your access device;
- j. Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe;
- k. Keep your personal details in your Account up to date. We may be unable to respond to you if you contact us about your Account from an address, telephone number or email account that is not registered with us; and
- l. Take all reasonable steps to protect the security of the personal electronic device through which you access the Services (including, without limitation, using pin and/or password protected personally configured device functionality to access the Services). If you lose your device, you must inform us immediately and delete your device from the settings in your PayPal account.

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10. Your Liability – Actions We May Take

10.1 Your Liability.

- a. You are responsible for all Reversals, Chargebacks, fees, fines, penalties and other liability incurred by PayPal, a PayPal User, or a third party caused by your use of the Services and/or arising from your breach of this Agreement. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. **Liability for Claims under PayPal Buyer Protection.** Notwithstanding any other section of this Agreement, if PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Please see section 13 (and in particular sections 13.1, 13.2 and 13.3) for details about how PayPal Buyer Protection may affect you as a seller. Your liability will include the full purchase price of the item and original postage costs (and in some cases, you may not receive the item back). PayPal Seller Protection may cover your liability, see section 11 below.
- c. **Reimbursement for Your Liability.** In the event you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance (if available). If there are insufficient funds in your Balance to cover your liability, PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.
- d. **Temporary Holds for Disputed Transactions.** If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback or Reversal. A hold placed under

this provision will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal, unless we have another reason for doing so. If you win the dispute or if the payment is eligible for a payment under the terms of PayPal Seller Protection, we will release the hold and restore your access to the applicable funds. If you lose the dispute, PayPal will remove the applicable funds from your Account.

This process also applies to any claim that a buyer files with eBay through the eBay resolution process, provided that you have authorised eBay to use your PayPal Account to pay amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay resolution process (“**Authorised Amounts**”) and eBay has notified us of the claim. To the extent that the above provisos are met, you authorise and instruct PayPal to process payments of all and any Authorised Amounts from your PayPal account to eBay or to the buyer (as the case may be) according to eBay’s instructions to PayPal, but you agree that PayPal may treat your authorisation and instruction for the payment of any given Authorised Amount as cancelled and PayPal shall not be obliged to complete such payment, if PayPal (in its sole discretion) decides that the claim would have been determined in your favour had it been filed as a Claim with PayPal. All claims filed directly with eBay are governed by eBay policy only. The terms of the PayPal Seller Protection Programme do not cover sellers in respect of claims filed by buyers directly with eBay.

10.2 Actions by PayPal. If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may, at any time and without liability, suspend, block, limit, close or cancel your right to use your Payment Instrument or Account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). We will normally give you advance notice of any suspension or cancellation but we may, if it is reasonable to do so (for example if you are in breach of this Agreement or we consider it advisable for security reasons), suspend or cancel your right to use your Payment Instrument or Account without prior notice to you;

- b. Block your Account and/or hold any funds in the Reserve Account (including, without limitation, for more than 180 days if so required by PayPal, where PayPal's rights under section 10.2 arise from your engagement in the Restricted Activity set out in section 9.1 ag.);
- c. Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law;
- d. **We may reverse a payment** (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy or section 9, or which we reasonably suspect of violating our Acceptable Use Policy or section 9;
- e. We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
- f. We may request information from you or otherwise update inaccurate Information you provided us;
- g. We may refuse to provide our Services to you in the future;
- h. We may hold your funds to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:
 - i. PayPal's risk of liability in respect of card-funded payments that you receive can last until the risk of a Chargeback closing in favour of the payer/buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:
 - a. The type of goods or services for which you receive payment; or
 - b. The timeframe for delivery of the goods or performance of the services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of Chargebacks than sales of most other items or services);
 - ii. PayPal's risk of liability in respect of a Claim or Dispute arising from a payment that you receive can last for the time that it takes for the parties to close the Claim or Dispute and all appeals associated with that Claim or Dispute in accordance with section 13 of this Agreement;
 - iii. PayPal's risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and
 - iv. If you allow your Account to have a balance reflecting an amount owing to PayPal, PayPal's risk of liability can last for the time and to the extent that you owe that amount to PayPal.
- i. We may take legal action against you.
- j. We may suspend your eligibility for PayPal seller protection and/or PayPal Buyer Protection.

Unless otherwise directed by us, you must not use or attempt to use your Payment Instrument or Account while it is suspended or has been closed. You must ensure that all agreements with merchants or other third parties that involve third party initiated payments (including, Recurring Payments) set up from your Account are cancelled immediately upon the termination, suspension or closure of your Account. You remain liable under this Agreement in respect of all charges and other amounts incurred through the use of your Account at any time, irrespective of termination, suspension or closure.

10.3 Account Closure and Limited Access. At our sole discretion we may close your Account and terminate this Agreement with you at our convenience by providing you with two months prior notice. We may also close your Account and terminate this Agreement at any time where you are in breach of the terms of this Agreement. **If we close your Account, we will provide you with notice of Account closure and where practicable, the reasons for closing your Account, together with the ability to withdraw any undisputed funds that we are holding.** If we suspect that your Account has been accessed without your authorisation, we may also suspend, or limit, your access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). If we otherwise limit access to your Account, we will provide you with notice and opportunity to request restoration of access if appropriate.

10.4 Reserves. PayPal, in its sole discretion, may place a Reserve on funds held in your Account when PayPal reasonably believes (based on the information available to PayPal at the time of taking the Reserve and what in its sole discretion it regards as an acceptable level of risk to PayPal under all the circumstances) there may be a higher than acceptable level of risk associated with your Account. If PayPal places a Reserve on funds in your Account, the funds will be held in your Reserve Account and those funds will be shown as “pending” in your PayPal Balance. If your Account is subject to a Reserve, PayPal will provide you with a notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms. You may close your Account if you object to the Reserve. If your Account is closed for any reason, we have the right to hold the Reserve for up to 180 Days. When managing risk for Accounts, we may also limit the amount you can immediately withdraw or change the speed or the method of payment for withdrawals, set-off amounts from your Balance and/or require that you, or a person associated with you, enter into other forms of security arrangements with us (for example, by providing a guarantee or requiring you to deposit funds with us as security for your obligations to us or third parties). You also agree to undertake, at your own expense, any further action (including, without limitation, executing

any necessary documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest or otherwise) required to establish a Reserve or other form of security in a manner reasonably determined by us.

10.5 Payment Hold

- a. You agree that if either:
 - i. you receive a payment that involves Transaction Risk; or
 - ii. there may be a higher than acceptable level of risk or exposure associated with your Account (based on the information available to PayPal at the relevant time and what in its sole discretion it regards as an acceptable level of risk or exposure to PayPal under all the circumstances),

PayPal may in its sole discretion (acting reasonably) place a hold on that or any payment. If PayPal places a hold on funds in your Account, we will notify you about it (including, without limitation, how long the hold may last) - the funds will be held in your Reserve Account and those funds will be shown as "pending" in your PayPal Balance. We may notify you about the hold through authorised third parties (such as partner platforms on which you transact).

- b. PayPal will release the hold made on your payment under this provision when PayPal determines that the Transaction Risk; or risk or exposure associated with your Account, no longer exists. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your Reserve Account until the matter is resolved pursuant to this Agreement.
- c. You agree to provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged.

10.6 Information about you

- a. PayPal reserves the right to request additional information from you, other than what is referred to in this Agreement, to allow it to comply with its anti-money laundering obligations. You agree to comply with any request for further information as we reasonably require to enable us to comply with our anti-money laundering obligations. This may include, without limitation, requiring

you to fax, email or otherwise provide to us certain identification documents. You also agree to provide us, upon our reasonable request and at your own expense, information about your finance and operations, including, without limitation, your most recent financial statements (certified or otherwise) and merchant processing statements (if applicable).

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11. Seller Protection Programme

11.1 What is PayPal seller protection?

If you are the recipient of a payment made by a customer ("**Payment Recipient**"), we may reimburse you an amount for Claims, Chargebacks, or Reversals made against you based on the following reasons:

- a. A Chargeback or Reversal was issued against you for the reason of an "Unauthorised Payment"; or
- b. A Chargeback or Claim was issued against you for the reason of "Not Received",

where PayPal receives from you proof that the item was posted or delivered in accordance with the requirements set forth below, subject to the further provisions of this section 11 (including, without limitation, the Eligibility Requirements at section 11.6).

11.2 Availability of PayPal seller protection

PayPal seller protection is available to:

- a. Payment Recipients with registered PayPal Account(s) in the Relevant Countries who receive PayPal payments from buyers making an eligible purchase via eBay (worldwide and everywhere PayPal is accepted); and
- b. Payment Recipients with registered PayPal Account(s) in the UK, Ireland, Czech Republic, Greece, Hungary and/or Slovakia who receive PayPal payments from buyers making eligible purchases outside of eBay.

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

11.3 How much protection is provided by PayPal seller protection?

PayPal will pay you the full amount of an eligible payment the subject of the Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive re-imbusement under PayPal Seller Protection.

11.4 What happens when a buyer files a Claim, Chargeback, or Reversal?

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal. See section 10.1.d for further details about the temporary hold process.

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

11.6 Eligibility Requirements

What are the eligibility requirements for PayPal seller protection?

You must meet all of these requirements to be covered:

- a. The item purchased must be a physical, tangible good.
- b. The transaction must be marked by PayPal as eligible or partially eligible for PayPal seller protection on your Account "Transaction Details" page. If it is marked eligible, protection for both Unauthorised Payments and Item Not Received will apply. If it is marked partially eligible, protection for only Item Not Received will apply.
- c. **Post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or if the Payment Recipient 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 programme.**
 - a. You may access the "Transactions Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
- d. Follow the postage requirements described below.
- e. You must accept a single payment from one PayPal Account for the purchase.
- f. Respond to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.
- g. Your primary residence, as listed in your PayPal Account, must be in the United Kingdom and/or Ireland (however, different levels of protection apply for each region, please see section 11.2 above).
- h. Your eligibility is not otherwise suspended.

Eligibility requirements c. and d. above do not apply to any item for which you receive payment through the PayPal Location Based Payments Functionality, provided that you provide to PayPal proof (to PayPal's reasonable satisfaction) that the item was collected by or delivered to the buyer.

11.7 What are the postage requirements?

	Protection for Unauthorised Payment	Protection for Item Not Received
Postage requirements	Proof of Postage (minimum) or Proof of Delivery	Proof of Delivery

11.8 What is “Proof of Postage”?

Online or physical documentation from a postal company that includes all of the following:

- a. A status of “shipped” (or equivalent) and the date of postage
- b. The recipient’s address, showing at least the city/county or postcode (or international equivalent).
- c. Official acceptance from the shipping company (for example, a postmark, a receipt, or online tracking information). Or, if you have Proof of Delivery then you do not need Proof of Postage.

11.9 What is “Proof of Delivery”?

Online documentation from a postal company that includes all of the following:

- a. A status of “delivered” (or equivalent) and the date of delivery.
- b. The recipient’s address, showing at least the city/county or postcode (or international equivalent).

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

- a. Intangible items, licenses for digital content, and services.
- b. Items that you deliver (or are picked up) in person (except for items for which you received payment through the PayPal Location Based Payments Functionality).
- c. Transactions made through Zong, Website Payment Pro (PayPal Direct Payment and Virtual Terminal).
- d. Claims, Chargebacks and Reversals for Significantly Not as Described and/ or claims filed directly with eBay.
- e. PayPal Business Payments.

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12. Errors and Unauthorised Transactions

12.1 Identifying Errors and/or Unauthorised Transactions. You can inspect your transaction history at any time by logging in to your Account on the PayPal website and clicking the "History" tab. It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorised transaction sent from your Account; (ii) there has been unauthorised access to your Account; (iii) your password or PIN has been compromised; (iv) any device you have used to access the Services has been lost, stolen or deactivated, or (v) someone has transferred or may transfer money from your Account without your permission (collectively called "**Improper Account Access**"). You must also immediately notify us if you have reason to believe that any other error has occurred on your Account. **In order for you to notify PayPal immediately of any of the above events, we strongly recommend that you monitor your Account closely on a regular basis.** We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN or to your device while you are logged into the Services. We will hold you liable for unauthorised use of your Account if we have evidence that suggests: you acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN; you acted fraudulently; or you have with intent or gross negligence failed to comply with your obligations to use your Payment Instrument in the manner set out in this Agreement.

12.2 Notifying PayPal of Errors Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument. You must notify us if you believe there has been or will be an error, unauthorised transaction, misappropriated or unauthorised use of your Payment Instrument or your Account, by telephoning PayPal Customer Service at the telephone number shown on the PayPal website(s), contacting us using [this report form](#) or writing to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. If you initially provide information to us via the telephone, we may require that you send your complaint or question in writing within ten Business Days after the phone contact. Please complete the affidavit form and submit it online or mail it to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. You must give us all the information in your possession as to the circumstances of any errors, unauthorised transactions and/or misappropriated or unauthorised use of your Payment Instrument or Account and take all reasonable steps requested to assist PayPal in its investigation. We may provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Policy.

12.3 Review of Reports of Errors. We will advise you of the results of our investigation within 20 Business Days after we receive your notice. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 60 Days to investigate your complaint or question. If we decide that we need more time, we will provisionally re-credit your Account for the amount you

think is in error within ten Business Days after we receive your notice; so that you will have use of the E-money during the time it takes us to complete our investigation. If you initially provided information to us via the telephone and we do not receive your complaint or question in writing within ten Business Days after your oral notice, we are not required to provisionally re-credit your Account.

At the end of our investigation, we will advise you of the results within three Business Days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit that we previously credited to you in relation to the alleged error. You may ask for copies of the documents that we used in our investigation (and this will not attract the Records Request Fee set out in Schedule 1).

12.4 Liability for Unauthorised Transactions. If you report that there has been an Improper Account Access related to your Account, and there is no evidence to suggest fraud or deliberate or grossly negligent behaviour by you, we will reimburse you in full for all unauthorised transactions sent from your Account provided that you have informed us of the Improper Account Access without undue delay and in any event, no later than 13 months after the first Improper Account Access transaction was executed. Where we believe in our reasonable opinion that further investigation is required to ascertain more clearly the circumstances surrounding the reported Improper Account Access, we will follow the same process as set out in section 12.3 above for such investigation

12.5 Entitlement to a refund. You are entitled to a refund of the full amount of any payment transaction authorised by you and initiated by or through a merchant or other third party, provided the conditions applicable to a refund according to Section 3.10 have been met.

12.6 Errors. If we discover a processing error, we will rectify the error. If the error resulted in your receiving less money than you were entitled to, PayPal will credit your Account for the difference. If the error results in you receiving more money than you were entitled to, PayPal may debit the extra funds from your PayPal Account. If a payment was made to your Funding Source by way of mistake, PayPal may correct the mistake by debiting or crediting (as the case may be) your appropriate Funding Source(s). If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable to refund any amount as a result of carrying out a defective or non-executed payment transaction and for your losses or damages directly and reasonably foreseeably caused by this failure, unless:

- a. through no fault of ours, you did not have enough available funds to complete the transaction,
- b. our system was not working properly and you knew about the breakdown when you started the transaction, or

- c. circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

Notwithstanding any other term of this Agreement, PayPal will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another PayPal customer) if you have failed to notify PayPal of such an incorrectly executed payment transaction without undue delay, or in any event no later than within 13 months after the debit date, on becoming aware of such incorrectly executed payment transaction.

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13. PayPal Buyer Protection

13.1 What is PayPal Buyer Protection?

PayPal Buyer Protection enables PayPal to make a final decision at its full and sole discretion on any problem raised by a buyer in respect of any purchase paid for using PayPal. The final decision may result in PayPal reimbursing the buyer for the amount of the payment made through PayPal for the purchase (up to the full price of the purchase and (where applicable) original postage costs) and the Payment Recipient bearing liability to PayPal for that reimbursement.

PayPal Buyer Protection is neither a product warranty nor a service warranty. No guarantees are given.

If you are a Payment Recipient, your liability under PayPal Buyer Protection may be covered by the Seller Protection Programme (please see section 11 for more details). Sometimes we may be able (but shall not be obliged) to waive your liability for the reimbursement for other reasons (at our full and sole discretion).

Whether you are the buyer or Payment Recipient, you acknowledge that the Services may be used as a method of payment for a wide and complex variety of types of purchases, both online and offline. Accordingly and notwithstanding anything otherwise in this Agreement, you agree that PayPal may (but shall not be obliged to) at any time and for any reason at its full and sole discretion and without liability:

- a. make a final decision on any problem with a purchase raised by a buyer with a PayPal account registered anywhere in the world (whether under the PayPal Buyer Protection policy or User Agreement of the country of registration of that buyer's PayPal Account or otherwise) in favour of the buyer or the Payment Recipient. The final decision will always be communicated in writing (which may be by email). In the event that PayPal makes a final decision on the problem in favour of the buyer or Payment Recipient, each party must comply with PayPal's final decision; and

- b. waive the terms and conditions of coverage under PayPal Buyer Protection (whether stated in this Agreement or otherwise, including, without limitation, the conditions of reimbursement at section 13.4) at any time and for any reason, for the purpose of facilitating the resolution of any problem raised by a buyer relating to a purchase paid for using PayPal. As a non-exhaustive guide, this may include allowing reimbursement for Disputes or Claims raised outside of the timeframes set out in section 13.5 for certain purchases (typically purchases agreed to be delivered or performed outside of the timeframe set out in section 13.5), where we have reason to believe that the buyer did not have a reasonable opportunity within that timeframe to determine that there was a problem with that purchase.

PayPal is not obliged to reimburse you for any costs that you incur to comply with any of PayPal's requests for cooperation for the purpose of resolving the problem (including, without limitation, costs that you incur to return a SNAD item to the Payment Recipient or another party as PayPal requests), although sometimes it may reimburse these costs.

If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available [here](#) and are also accessible via the "Legal" or "Legal Agreements" footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.

13.2 Is PayPal Buyer Protection right for me?

The outcome of any decision made by PayPal under PayPal Buyer Protection might not always be suitable for your particular needs and you should carefully read this section 13 and consider your options before using PayPal to resolve a problem.

If PayPal is contacted to resolve a problem, PayPal may require you to take an irreversible action to resolve the problem, which might make it no longer practicable in the circumstances for you to resolve the problem in another way. For example, PayPal may require you to return the item to the Payment Recipient under section 13.6.

Please see below for a non-exhaustive list of ways of resolving your problem without involving PayPal.

- a. **Resolve the problem directly with the Payment Recipient:** Before contacting PayPal about a problem, you should contact the Payment Recipient directly to resolve the problem in accordance with the Payment Recipient's return policy (if any) as stated on their saleslisting, website or other sales literature. If you do this:
 - the conditions for reimbursement at section 13.4 will still apply (including, without limitation, the timeframe for raising a Dispute set out in section 13.5b). **It is your responsibility to keep track of these deadlines;** and

- there is a risk that the Payment Recipient may require you to take certain actions that could cause you to fail to meet the conditions for reimbursement at section 13.4 (for instance, if (whether as part of the Payment Recipient's return policy or otherwise) the Payment Recipient directs you (and you proceed) to post an item that you purchased to an address that does not correspond with our record of the Payment Recipient's address, we may determine that you have not posted the item back to the Payment Recipient in compliance with section 13.6).

If you are a Payment Recipient, as you may be liable for any reimbursement made by PayPal to the buyer, you acknowledge that it is in your interests to resolve directly with the buyer any problem with a purchase paid for through PayPal.

- Your statutory/legal rights:** You may wish to contact the European Consumer Centre (**ECC-Net**) at http://ec.europa.eu/consumers/redress_cons for advice on your consumer rights and other legal rights (if you are a UK resident you can also contact the Citizens Advice Bureau by visiting <https://www.adviceguide.org.uk>).
- Card chargeback rights:** You may pursue your chargeback rights with your card company or card issuer (if they apply), but if you do so at the same time as pursuing the resolution of your problem (whether through a Claim or Dispute) under PayPal Buyer Protection or if you seek a double recovery, PayPal may close your Dispute or Claim and/or hold you liable for the amount you have been reimbursed under PayPal Buyer Protection, and you will have to rely solely on your chargeback rights.

13.3 What happens when PayPal makes a final decision in favour of the buyer...

If am a buyer? If PayPal makes a final decision on your problem (including, without limitation, a Dispute or a Claim) in your favour, PayPal may (but shall not be obliged to) reimburse you for the amount of the payment made through PayPal for the purchase (up to the full price of the purchase and (where applicable) original postage costs). Please see section 13.4 (Conditions for reimbursement) for details of the conditions of reimbursement.

If I am a Payment Recipient? If PayPal makes a final decision on the buyer's problem in the buyer's favour, you will be liable to PayPal for the amount that PayPal may reimburse to the buyer. PayPal shall not be obliged to refund your PayPal fees associated with the transaction or any other fees charged from your PayPal account by a third party associated with the transaction (such as the fees charged by a third party platform on which you make your sale). In some cases (for instance, if you lose a SNAD Claim because PayPal has reason to believe that the item you sold is counterfeit) you

might not receive the item back (for instance, a competent authority may take control and/or possession of the item or it may be otherwise irreversibly dealt with).

13.4 Conditions for reimbursement

You may be reimbursed under PayPal Buyer Protection for a problem with a purchase only if all of the following requirements are met:

- a. **Your purchase is an eligible purchase.** Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licences), except for purchases of the following :
 - i. real estate (including, without limitation, residential property);
 - ii. businesses (including, without limitation, any items or services forming part of a business or corporate acquisition);
 - iii. vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats);
 - iv. custom made items (unless they are claimed to be Not Received);
 - v. goods and services prohibited by the PayPal Acceptable Use Policy;
 - vi. industrial machinery used in manufacturing;
 - vii. items equivalent to cash (including, without limitation, gift cards);
 - viii. goods and services purchased using Zong, Website Payments Pro, Virtual Terminal or Personal Transaction payments; and
 - ix. any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity (if you are purchasing as a UK resident user of PayPal).

- b. **You sent the payment for your purchase from your PayPal Account to the Payment Recipient's PayPal Account:**
 - i. through
 - the Send Money tab applicable to payments for goods and/or services on the PayPal website or app, or the Payment Recipient's PayPal checkout flow (including, without limitation, the PayPal Location Based Payments Functionality, if used by the Payment Recipient); and

- ii. in one instalment only. Purchases paid for in multiple instalments – like a deposit followed by a final payment – are not eligible.
- c. **Your problem is** either that:
 - i. you did not receive your purchase– “Not Received” (“**NR**”); or
 - ii. your purchase is “Significantly Not as Described” (“**SNAD**”). Further information on what we mean by “SNAD” is set out in section 13.9.

If your problem is a transaction that you did not authorise (including, without limitation, a duplicate or incorrect payment when using the PayPal Location Based Payments Functionality), please see section 12 and visit the PayPal Security Centre at <https://www.paypal.co.uk/security>. You can report the problem via the PayPal Security Centre or <[here](#)>.

- d. **You have followed the process** described in section 13.5 (How do I resolve my problem?).
- e. **PayPal has made a final decision** on your problem in your favour.

13.5 How do I resolve my problem?

a. **Try to resolve your problem directly with the Payment Recipient**

Use reasonable endeavours to resolve the problem directly with the Payment Recipient. If you are **still** unable to resolve the problem, go to the Online Resolution Centre and follow steps b, c and d.

b. **Open a Dispute**

Open a Dispute within **180 days** of the date on which you made the payment for the purchase you would like to dispute. We may refuse to accept any Dispute that you open in relation to that purchase after the expiry of that period (please be aware of this if you agree a delivery time of an item or performance of a service with the Payment Recipient that falls after the expiry of that period).

c. **Escalate the Dispute to a Claim**

If you and the Payment Recipient are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** of opening the Dispute. **It is your responsibility to keep track of these deadlines.**

You must wait at least 7 days from the date of payment to escalate a Dispute for a purchase Not Received (NR), unless the Dispute is for 2,500 USD or more (or currency equivalent). To find the currency equivalent in any other currency (for example, GBP or Euro) at the time of transaction please log into your Account and use the “Currency Converter” tool located in

your Account Overview.

If you do not escalate the Dispute to a Claim within 20 days, PayPal may close the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection.

In certain cases, PayPal may permit you to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from “Not Received” to “Significantly Not as Described”. Otherwise you may not edit or change a Claim after filing it.

d. **Respond to PayPal’s requests in a timely manner**

Once a Dispute has been escalated to a Claim, PayPal may make a final decision on your problem in favour of the buyer or the Payment Recipient. Before (and for the purpose of) making a final decision on your problem, PayPal may request your cooperation in resolving the problem under section 13.6.

13.6 Cooperating with PayPal to resolve the problem

Whether you are the buyer or the Payment Recipient, for the purpose of resolving the problem, PayPal may request and require you to (and you shall in a timely manner): (i) provide documentary evidence (at your own expense, unless PayPal agrees otherwise) to support your position (including, without limitation, receipts, third party evaluations and police reports); and (ii) take any other action that PayPal specifies. If you refuse to comply with PayPal’s requests, PayPal may make a final decision in favour of the other party.

As a non-exhaustive guide, PayPal may request and require:

- a. the buyer to post back to the Payment Recipient, to PayPal or to a third party (as PayPal may direct) an item that the buyer claims is SNAD and to provide Proof of Delivery (as set out in section 11.9 above). Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit.
- b. the Payment Recipient to accept back the item sent to it by the buyer and refund the buyer the full purchase price plus original postage costs. If the Payment Recipient refuses to accept an item sent back to the Payment Recipient by the buyer at PayPal’s direction), PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the Payment Recipient at an address supplied to the buyer by PayPal during the Claim process.
- c. the buyer to reasonably cooperate with PayPal to ensure the proper and safe disposal of an item and to provide evidence of its disposal.
- d. the Payment Recipient to present evidence that the Payment Recipient delivered to/performed for the buyer the purchase as agreed with the buyer. If the Payment Recipient

presents such evidence, PayPal may find in favour of the Payment Recipient even if the buyer claims to have not received the purchase.

If PayPal has reason to believe that returning an item that the buyer claims is SNAD to the Payment Recipient would result in a violation of applicable law, such as laws related to handling counterfeit items, PayPal may report the item to a competent authority. This may result in the authority taking control of and/or possession of the item from the buyer and the Payment Recipient might not receive the item back.

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

You may also look to resolve a problem directly with the Payment Recipient by filing a dispute through the PayPal Online Resolution Centre. **To do so, you must file a Dispute in the PayPal Online Resolution Centre within 180 days of the date on which you sent the payment.** Once you have done so, you should attempt to resolve the Dispute directly with the Payment Recipient. If your payment is not eligible under PayPal Buyer Protection, PayPal is not obliged to make a decision on the Claim.

13.8 PayPal POS Functionality

- a. If you use any PayPal POS Functionality (including the PayPal Location Based Payments Functionality) in person at a physical point of sale (for example, in store) to pay (or agree to be invoiced for a payment) from your PayPal Account for your purchase (such purchase being a **“POS Purchase”**), we recommend that you inspect the POS Purchase (or if your POS Purchase is not a tangible item, review the details and specification of the POS Purchase as provided by the Payment Recipient) in the presence of the Payment Recipient at the time and place of sale wherever possible, so that you can deal immediately and directly with the Payment Recipient if any issues arise with the POS Purchase.
- b. You may open a Dispute alleging that an item paid for as a POS Purchase is SNAD, only if:
 - a. the item was not made available to you for inspection immediately before you took possession of it (for instance, you took physical possession of the item when it was in its original intact and non-re-sealable packaging); and
 - b. the item’s condition as SNAD only became apparent to you when you took possession of the item (for instance, you only discovered that the item was SNAD when opening the packaging for the first time at home).
- c. You may open a Dispute alleging that an item paid for as a POS Purchase is (and we may treat your item as) NR, only if:
 - a. you agreed in writing with the Payment Recipient to receive the item at a time and/or place other than the physical point of sale; and

- b. the Payment Recipient did not make the item available to you as agreed.

13.9 What is Significantly Not as Described (SNAD)?

- a. Your purchase is Significantly Not as Described if it is materially different from the last description of it that you received from the Payment Recipient before you paid for it (which, for exclusively online purchases, shall be taken to be the Payment Recipient's description of the purchase in the relevant online listing) ("**Purchase Description**"). Here are some non-exhaustive examples:
 - a. You received a completely different item. For instance, you purchased a book and received a DVD or an empty box or the software that you received was not the software that was sold to you.
 - b. The condition of your purchase was misrepresented. For instance, the listing for an item said "new" and the item was used.
 - c. Your purchase was advertised as authentic but is not authentic.
 - d. Your purchase is missing major parts or features and the fact that these parts or features are missing was not disclosed in the listing.
 - e. You purchased 3 items from a Payment Recipient but received only 2.
 - f. Your purchase was damaged during postage.
- b. Your purchase is not Significantly Not as Described (SNAD) if it is not materially different from the Purchase Description. Here are some non-exhaustive examples:
 - a. The defect in your purchase was correctly described by the Payment Recipient.
 - b. Your purchase was correctly described but you didn't want it after you received it.
 - c. Your purchase was correctly described but did not meet your expectations.
 - d. The item that you purchased has minor scratches and was listed as used condition.
 - e. An event you purchased tickets to was postponed.

13.10 Assumption of rights

If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment. This is known in legal terms for you to agree to "subrogate" or otherwise "assign" to PayPal your rights against the recipient and third parties related to the payment, and agree that we may pursue those rights, benefits and remedies directly or on your behalf, in PayPal's discretion.

13.11 No Double Recovery

You may not receive a recovery for a purchase under PayPal Buyer Protection if you additionally receive a recovery for that purchase directly from the Payment Recipient or another third party.

13.12 Event tickets

In certain cases, if you purchase a ticket or pay for the right to attend an event from a Payment Recipient who is a UK registered PayPal Account holder (“**Event**”), all monies paid by you may be held by PayPal on trust for you, so that the beneficial interest in such monies remains with you until the performance of the Event in question.

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14. Disputes with PayPal

14.1 Contact PayPal First. If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding our Services may be reported to Customer Service online via the "Email Us" link on the "**Contact Us**" page at any time, or by calling the Customer Service telephone number located on the PayPal website(s) and by logging into your Account.

14.2 ECC-Net, Financial Ombudsman Service and CSSF. If you have a complaint to make about us, you may choose to escalate it by contacting one of the following:

1. European Consumer Centre (**ECC-Net**). You may obtain further information regarding the ECC-Net and how to contact them at (http://ec.europa.eu/consumers/redress_cons/).
2. UK Financial Ombudsman Service (FOS). For UK resident Users only - the FOS is a free, independent service which might be able to settle a complaint between you and us. You may obtain further information regarding the FOS and contact the FOS at <http://www.financial-ombudsman.org.uk>.
3. Commission de Surveillance du Secteur Financier (CSSF). The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in Luxembourg. You can contact the CSSF at 110 Route d’Arlon L-2991 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <http://www.cssf.lu>.

14.3 Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by English law. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts arising out of or relating to this Agreement or the provision of our Services without prejudice to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg. In simple terms, “nonexclusive jurisdiction of the English courts” means that if you were able to bring a claim arising from this Agreement against

us in Court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

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

14.5 Limitations of Liability. We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

- a. In no event shall we, the other companies in our corporate group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:
 1. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or
 2. any loss or corruption of data; or
 3. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or.
 4. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).
- b. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, wilful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence or to the extent such limitation or exclusion is not permitted by applicable law.

14.6 No Warranty. We provide the Services to you subject to your statutory rights but otherwise without any warranty or condition, express or implied, except as specifically stated in this Agreement. PayPal does not have any control over the products or services that are paid for with our Service and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorised to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of our Service. We shall not be liable for any delay in the failure in our provision of the Services under this Agreement. You acknowledge your access to the website(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and debit and credit cards are processed in a timely manner. We make every effort to ensure that the information contained in our correspondence, reports, on the website(s) and

given verbally by our directors, officers and staff is accurate to the best of our belief at the time the information is provided. However, we cannot guarantee the accuracy of all such information in all circumstances and contexts, and no reliance should be placed on such information by you. **You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.**

You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

14.7 Indemnification/re-imbusement. You agree to defend, reimburse or compensate us (known in legal terms to “indemnify “) and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement, breach of any law and/or use of the Services.

14.8 Complete Agreement and third party rights. This Agreement (including any Schedule) sets forth the entire understanding between you and PayPal with respect to the Service. Sections 1, 7, 8, 10, 14, 15 and Schedule 1, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement (except for the PayPal Group in respect of their rights as specified in this Agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that Act.

14.9 Licence grant. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform then PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal's instructions, implementation and use requirements

you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the Services. If you are using the 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 Services.

14.10 Third Party Permissions. You may expressly grant, remove and manage permissions for certain third parties to take certain actions on your behalf by logging into your Account, choosing the Profile subtab under the My Account tab, and selecting API Access, then Manage API Permissions. You acknowledge that if you grant permission for a third party to take actions on your behalf, PayPal may disclose certain information about your PayPal Account to this third party. Granting permission to a third party does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted.

14.11 Corporate customers. If you are not a consumer, (being an individual acting for purposes other than a trade, business or profession) Micro-Enterprise or a charity with an annual income of less than 1 million GBP, we consider you to be a "**Corporate Customer**" and certain provisions of the Payment Services Directive may be disapplied for your use of the Service. In such cases you warrant and represent to PayPal that at the time you entered into this Agreement or any other relevant service terms, you are a Corporate Customer and hereby agree that the following sections of this Agreement will be varied as follows:

- a. you are not entitled to the right to a refund for Recurring Payments and payment transactions initiated by a payee (i.e. a merchant) as set out in sections 3.10 and 12.5;
- b. where you identify an error, unauthorised transaction and/or misappropriated or unauthorised use of your Payment Instrument or Account in accordance with sections 12.1 and 12.2 you

have up to 60 days from the date of the alleged error or Improper Account Access to notify us of it, after which time we have no obligation to investigate or act upon your notification;

- c. we will only accept liability for unauthorised transactions in accordance with section 12.4 where you have notified us of the Improper Account Access or error within 60 days of it; and
- d. you will only be entitled to lodge a claim through the UK Financial Ombudsman Service under section 14.2 where you fulfil the UK Financial Ombudsman Service's claimant criteria from time to time.

As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Part 5 of the Payment Services Regulations 2009. Further, you agree that regulations 60, 75, 76 and 77 of the Payment Services Regulations 2009 do not apply to your use of the PayPal Service, meaning that, notwithstanding any other provision of this Agreement, we are not liable to you for the losses or damage you may suffer as a result of the matters referred to in Part 5 and regulations 60, 75, 76 and 77 of the Payment Services Regulations 2009.

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15. Definitions

“ACH” means the Automated Clearing House network.

“Account” or “PayPal Account” means a Personal, Business or Premier Account.

“Add Funds” has the meaning given in section 3.7.

“Agreement” means this agreement including all subsequent amendments.

“Authorise” or “Authorisation” means you authorise a merchant or other third party to collect or direct a payment from your Account.

“Balance” means any E-money that you have in your PayPal Account.

“Balance/Bank Funded Payment” means a payment that is fully funded through Instant Transfer, eCheque and/or Balance (as the case may be).

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

“Business Days” means a day (other than a Saturday or Sunday) on which banks in Luxembourg are open for business (other than for the sole purpose of 24-hour electronic banking).

“buyer” means a User who is buying goods and/or services and using the Services to send payment.

“calendar year” means 1 January to 31 December inclusive in any year.

“Card Funded Payment” means a payment that is fully or partially funded through a credit card or debit card.

“Card Processing Agreement” means the 'Commercial Entity Agreement' that commercial entities are required to enter into directly with PayPal's payment processor(s).

“Change” has the meaning given in section 1.8 .

“Chargeback” means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.

“Claim” means a challenge to a payment that a sender of a payment files directly with PayPal, including, without limitation, challenges filed under PayPal Buyer Protection set out in section 13.

“Credit Card Withdrawal Region” means any of the following: Italy, Luxembourg, Lithuania, Bulgaria, San Marino, Slovakia, Latvia, Romania, Cyprus, Slovenia, Estonia, Malta, Gibraltar and Liechtenstein (and such other regions which PayPal may display on its website(s) from time to time).

“Customer Service” is PayPal’s customer support which can be accessed online via the “Email Us” link on the **“Contact Us”** page or by calling the customer service number located on the PayPal website(s).

“Days” means calendar days.

“Default Funding Sources” means the order in which PayPal uses your Funding Sources to fund a transaction if you do not select a Preferred Funding Source.

“Dispute” means a dispute filed directly with PayPal in the **Online Resolution Centre** pursuant to section 13 of this Agreement.

“eBay” means eBay, Inc. and its affiliates (as the case may be). **“eCheque”** has the meaning given in section 3.7.

“E-money” means monetary value, as represented as a claim on PayPal, which is stored on an electronic device, issued on receipt of funds, and accepted as a means of payment by persons other than PayPal. The terms “E-money”, “money” and “funds” are used interchangeably in this Agreement. Further, a reference to a payment made by via the Services refers to an E-money payment.

“European Economic Area” or “EEA” means the region made up of the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and the UK.

“Event” has the meaning given in section 13.12.

“Fees” means those amounts stated in Schedule 1 to this Agreement.

“Full Programme User” means a User with a PayPal Account registered in the UK or any Relevant Country.

“Funding Source” means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: Balance, Instant Transfer, bank transfer, eCheque, credit card, debit card.

“Information” means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, post/shipping address, phone number and financial information.

“Instant Transfer” means a payment funded from the sender’s bank account in which PayPal credits the recipient instantly.

“Link and Confirm Card process” is a verification process which involves PayPal charging you a “Credit Card and Debit Card Link and Confirmation Fee” to your card. You must then log into your Account and enter the four-digit expanded use number which will appear on your credit card statement and which is associated with the Credit Card and Debit Card Link and Confirmation Fee (see Schedule 1).

“Mass Payments” (alternatively known as “Payouts”) means the functionality that enables multiple payments to be sent at the same time. Receipt by us of a Mass Payments batch file from you is, subject to section 3.1, receipt of your Payment Order for the purpose of this Agreement.

“Merchant Processing Delay” means a delay between the time you authorise a payment and the merchant processes your payment.

“Micro-Enterprise” means an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million Euros.

“Not Received” means a challenge from a buyer claiming that the purchase was not received.

“NSF Risk” means the risk that a bank may reverse a bank funded payment due to the reason that there were insufficient funds in the bank account to make the payment.

“Online Resolution Centre” means the PayPal Resolution Centre which can be accessed via the “My Account” tab when you are logged into your Account or by any other means as PayPal may from time to time make available.

“Payment Account” has the meaning given to it at the introduction of this Agreement.

“Payment Instrument” means any or all of the procedures, instructions or requirements which are set out in the PayPal website(s) and which allow Users to access and/or use the PayPal Service.

“Payment Order” means an instruction validly made by you to us requesting the execution of a payment transaction.

“Payment Recipient” has the meaning given to it in section 11.1.

“Payment Review” means the process described in section 4 of this Agreement.

“PayPal,” “we,” “us” or “our” means PayPal (Europe) S.à.r.l. et Cie, S.C.A. with registered head office at 22-24 Boulevard Royal L-2449, Luxembourg and includes its successors and any person to whom it has assigned its rights under this Agreement.

“PayPal Group” means PayPal Holdings Inc., and its subsidiaries and subsidiary undertakings and affiliates (which includes, without limitation, PayPal) as the case may be.

“PayPal Buyer Protection” means the PayPal Buyer Protection programme as described in section 13.

“PayPal Credit” means the PayPal branded personal online revolving credit account which can be used to fund payments from your Account.

“PayPal Location Based Payments Functionality” means the PayPal POS Functionality within the PayPal Mobile App that enables a User to pay another User (typically a merchant) for goods and services, by which the paying User selects and thereby Authorises the other User (i.e. the merchant)

to receive a payment. PayPal Location Based Payments Functionality may be otherwise referred to as “PayPal Check in” or “Check in to pay”.

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“**PayPal Mobile App**” means the application on a mobile device that enables a User to carry out certain PayPal Account transactions using that mobile device.

“**PayPal POS Functionality**” means any functionality provided by PayPal that enables a User to receive payment for goods and services in that User’s PayPal account, where that User commences the fulfilment of the relevant transaction exclusively at a physical point of sale (for example, in store).

“**PayPal website(s)**” means any URL, such as www.paypal.co.uk, that we provide the Services to you.

“**Personal Account**” means an Account used primarily for personal, family, or household purposes.

“**Policy**” or “**Policies**” means any Policy or other agreement between you and PayPal that you entered into on the PayPal website(s), or in connection with your use of the Services.

“**Policy Update**” means a prior notice of Changes which PayPal may make available to you in writing.

“**POS Item**” has the meaning given in section 13.9.a.

“**Preferred Funding Source**” means a Funding Source that you select to fund a payment instead of using the Default Funding Sources.

“**Random Deposit Process**” is a verification process whereby PayPal will send two small deposits to your bank account. To complete the Random Deposit Process you will be required to enter the details of the deposits sent to you via your Account.

“**Recurring Payment**” has the meaning given in section 3.10.

“**Relevant Countries**” means the UK, Rest of EU, Liechtenstein and San Marino.

“**Reserve**” means an amount or percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other risk, exposure and/or liability related to your Account and/or use of the Services.

“**Reserve Account**” has the meaning given to it in the introduction to this Agreement.

“**Rest of EU**” means those countries in the European Union in which the PayPal Service is made available other than: Austria, Belgium, Croatia, Denmark, Finland, France, Germany, Italy, Luxembourg, The Netherlands, Poland, Portugal, Spain, Sweden and the UK.

“**Restricted Activities**” means those activities described in section 9 of this Agreement.

“**Reversal**” means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) has been removed from your Balance for any reason (other than a Chargeback or Claim pursuant to PayPal Buyer Protection), including, without limitation where (i) the payment violates our Acceptable Use Policy or we reasonably suspect that the payment violates our Acceptable Use Policy; or (ii) the payment amount was not authorised by the sender with the relevant third party in connection with a valid third party initiated payment authorisation (see section 3.10); or (iii) the

payment was funded by a bank transfer that was subsequently reversed by the bank for any reason; and/or (c) has been categorised by PayPal's internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term "**Reversed**" shall be construed accordingly.

"**seller**" and "**merchant**" are used interchangeably and mean a User who is selling goods and/or services and using the Services to receive payment.

"**Send Money**" means your ability to send money through the Service.

"**Services**" means all products, services, content, features, technologies or functions offered by PayPal and all related sites, applications, and services.

"**Significantly Not as Described**" means the definition provided in section 13.9 of this Agreement.

"**Special Funding Sources**" has the meaning given to it in section 3.4.

"**Transaction Risk**" means the risk of PayPal's position being adversely affected with respect to any liability of yours to PayPal or any third party relating to any Commercial Transaction payment (including, without limitation, (i) the risk relating to any Dispute, Claim, Chargeback, Reversal, fees, fines or penalties, (ii) the risk of a seller not performing a contract with its buyers, (iii) a risk that arises if you sell an item that you do not immediately deliver upon receipt of payment and (iv) the risk of any other liability being incurred by PayPal (or any third party) related to the payment in question), in each case whether actual, anticipated by PayPal or believed by PayPal to exist. Transaction Risk includes, without limitation, (a) in the case of event or concert ticket sales, the risk that exists until the event or concert has taken place and, (b) in the case of transactions relating to travel, the risk that exists until the travel-related goods and services have been provided. You may be notified from time to time about other specific circumstances where Transaction Risk arises (or is deemed to have arisen) for the purpose of this Agreement.

"**Unauthorised Payment**" means a challenge from a buyer claiming that he or she did not make the payment, and that the person who made the payment was not authorised.

"**Unique Identifier**" means (1) for the purpose of sending a PayPal payment: the e-mail address, mobile phone number or other identifier we may notify to you which is registered to a PayPal Account in good standing; or (2) for withdrawing funds from your Account: your bank account (eg IBAN or Sort Code and bank account number) or credit card identification details (eg card number and CVV2 Code).

"**United Kingdom**" or "**UK**" means the United Kingdom of Great Britain and Northern Ireland.

"**User**," "**you**" or "**your**" means you and any other person or entity entering into this Agreement with us or using the Service.

"**Verified**" means that you have completed our verification process in order to help establish your identity with PayPal.

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Schedule 1. Table of Fees

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

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

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

1. you cannot send money for a Personal Transaction from some countries, including China and (in some cases) Germany;
2. 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
3. when a fee applies to a Personal Transaction, the sender by default pays the fee, but certain functionality may require the recipient to pay the fee instead (for instance where that functionality allows the sender to decide that the recipient pays the fee). If you send a Personal Transaction payment from a third party (non PayPal) website or application then PayPal may allow the third party to determine if the sender or recipient of a Personal Transaction payment will pay the Personal Transaction fee. This will be disclosed to you by the third party.

A "**PayPal Business Payment**" is a payment between UK Users (i) made through a third party's product or service and funded exclusively using either (or both) Balance or eCheque and (ii) for which the PayPal Business Payment Fee applies.

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

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

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

Personal Transactions

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

Domestic Personal Transactions

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

Cross Border Personal Transactions

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

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

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

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

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

Recipient's Country	Sender's Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland [^] , Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.0% [^]	4.4% + Fixed Fee
	All other countries	1.5% [^]	4.9% + Fixed Fee
Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II	1.3%	4.7% + Fixed

	***		Fee
	All other countries	1.8%	5.2% + Fixed Fee
Germany	Northern Europe *	1.8%	3.7% + Fixed Fee
	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee
Poland	Northern Europe *	0.9%	3.8% + Fixed Fee
	US, Canada, Europe I **	1.0%	3.9% + Fixed Fee
	Europe II ***	1.5%	4.4% + Fixed Fee
	All other countries	2.0%	4.9% + Fixed Fee
Australia	Anywhere	1.0%	3.4% + Fixed Fee
Brazil	Anywhere	1.0%^	5.99% + Fixed Fee^
Japan	Anywhere	0.3%	3.9% + Fixed Fee
U.S. and Canada	Anywhere	1.0%	3.9% + Fixed Fee
All other countries	Anywhere	0.5%^	3.9% + Fixed Fee^

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

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

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

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

Fixed Fee (based on currency received)

Currency:	Fee:
Argentine Peso:	2.00 ARS
Australian Dollar:	\$0.30 AUD
Brazilian Real:	R\$0.60 BRL
Canadian Dollar:	\$0.30 CAD
Czech Koruna:	10.00 CZK
Danish Kroner:	2.60 DKK
Euro:	€0.35 EUR
Hong Kong Dollar:	\$2.35 HKD
Hungarian Forint:	90.00 HUF
Israeli New Shekel:	1.20 ILS
Japanese Yen:	¥40.00 JPY
Malaysian Ringgit:	2.00 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zloty:	1.35 PLN
Russian Ruble:	10.00 RUB
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK

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

^ The fee for an Irish registered User:

1. receiving a payment fully funded by PayPal balance or bank account from a User registered in "Europe II" or "All other countries" is 0.5%;
2. sending a payment to a User registered in Brazil is:

- a. 0.5% if the payment is fully funded by PayPal balance or bank account; and
- b. 4.9%+Fixed Fee if the payment is fully or partially funded by debit card or credit card; and

1. sending a payment to a User registered in either China, Hong Kong, Singapore or Taiwan (subject to service availability) is:

- a. 0% if the payment is fully funded by PayPal balance or bank account; and
- b. 3.4%+Fixed Fee (except if the recipient is a User registered in China, in which case the fee is 0%+Fixed Fee) if the payment is fully or partially funded by debit card or credit card.

Commercial Transactions

Activity	Fee
Sending (Buying)	Free (when no currency conversion is involved)
Receiving Domestic payments (Selling)	<p>UK and Relevant Country Standard rates: 3.4% + Fixed Fee (see Fixed Fee table below)</p> <p>Merchant rate (For Accounts with Merchant rate status only. Subject to eligibility, application and approval by PayPal. PayPal may evaluate applications 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.):</p> <p>Merchant rates if you are a User registered in the UK:</p>

Aggregate monetary amount of Commercial Transaction payments received in the previous calendar month	Fee per transaction
£0.00 GBP - £1,500.00 GBP	3.4% + Fixed Fee
£1,500.01 GBP - £6,000.00 GBP	2.9% + Fixed Fee
£6,000.01 GBP - £15,000.00 GBP	2.4% + Fixed Fee
£15,000.01 GBP - £55,000.00 GBP	1.9% + Fixed Fee
above £55,000.00 GBP*	1.4% + Fixed Fee

To be eligible to apply for (and retain) Merchant rate status the Account must:

- at all times be in good standing and not under investigation; and
- have received more than £1,500.00 GBP in Commercial Transaction payments in the previous calendar month.

PayPal may downgrade an Account to the Standard rate at any time if the above conditions are not met or there are unresolved chargebacks against the Account.

If PayPal downgrades your Account you will need to apply to PayPal again for your Account to get Merchant rate status.

You may apply to receive the Merchant rate for your Account using the dedicated online [application form](#) when logged into your PayPal account. If your application is rejected, please note that you may only submit an application once every thirty days.

Merchant rates if you are a User registered in a Relevant Country other than the UK:

From 1.9% to 3.4% + Fixed Fee – see the Fees page on the PayPal site serving the country in which you reside for further details.

Merchant rates do not apply to Commercial Transaction payments received through the Website Payments Pro suite of payment functionality, Virtual Terminal and PayPal Here.

Receiving

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

Cross Border payments (Selling)	<p>Border Fee set out in the table below (depending on the sender's country).</p> <table border="1" data-bbox="300 297 858 663"> <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**</td> <td>0.5%</td> </tr> <tr> <td>US / Canada</td> <td>1.0%</td> </tr> <tr> <td>Europe II***</td> <td>1.3%</td> </tr> <tr> <td>Rest of World</td> <td>1.8%</td> </tr> </tbody> </table> <p>* Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.</p> <p>** Austria, Belgium, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany , Gibraltar, Greece, Ireland, Isle of Man, Italy , Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom, Vatican City State.</p> <p>*** Andorra, Albania, Belarus, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.</p> <p>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.</p>	Sender's country	Cross Border Fee	Northern Europe*	0.4%	Europe I**	0.5%	US / Canada	1.0%	Europe II***	1.3%	Rest of World	1.8%						
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Fixed Fee	<p>The Fixed Fee for Commercial Transactions is based on the currency received as follows:</p> <table border="1" data-bbox="300 1451 743 1989"> <tbody> <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> </tbody> </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
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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

Additional Fees

Activity	Fee
Currency Conversion Fee	<p>(I) For currency conversions of amounts in your PayPal account that do not form part of a specific transaction into or out of your account (e.g. converting your balance to another currency) and for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:2.5% above the wholesale exchange rate</p> <p>(II) For all other transactions involving a currency conversion:</p> <p>a. If you are a User registered in a Relevant Country other than the UK and Ireland:</p> <p>4.0% above the wholesale exchange rate.</p>

b. If you are a User registered in the UK or Ireland:

Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency **into which** the relevant amount is converted (please refer to the table below):

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

**Withdrawing your
Balance**

UK Users:
Free

	<p>European country* Users</p> <p>Withdrawal to a bank account (where available): Free</p> <p>Withdrawal to a card (where available): Gibraltar Users: 1.50 GIP Liechtenstein Users: 3.50 CHF Other European Country Users: 2 EUR</p> <p>Withdrawal to a bank account or a card may not be possible in all countries.</p>
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<p>Chargeback Fee</p> <p>To cover the cost of processing Chargebacks, PayPal assesses a settlement fee to sellers for credit and debit card payment chargebacks. (A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).</p> <p>This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.</p>	<p>The Chargeback Fee is as follows and is based on the currency received as follows:</p> <table border="1" data-bbox="534 958 973 2033"> <tr><td>Argentine Peso:</td><td>80.00 ARS</td></tr> <tr><td>Australian Dollar:</td><td>22.00 AUD</td></tr> <tr><td>Brazilian Real:</td><td>35.00 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>20.00 CAD</td></tr> <tr><td>Czech Koruna:</td><td>400.00 CZK</td></tr> <tr><td>Danish Krone:</td><td>120.00 DKK</td></tr> <tr><td>Euro:</td><td>16 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>155.00 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>4325 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>75.00 ILS</td></tr> <tr><td>Japanese Yen:</td><td>1,875 JPY</td></tr> <tr><td>Malaysian Ringgit:</td><td>65.00 MRY</td></tr> <tr><td>Mexican Peso:</td><td>250.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>28.00 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>125.00 NOK</td></tr> <tr><td>Philippine Peso:</td><td>900.00 PHP</td></tr> <tr><td>Polish Zlotych:</td><td>65.00 PLN</td></tr> <tr><td>Russian Ruble:</td><td>640.00 RUB</td></tr> <tr><td>Singapore Dollar:</td><td>28.00 SGD</td></tr> <tr><td>Swedish Krona:</td><td>150.00 SEK</td></tr> </table>	Argentine Peso:	80.00 ARS	Australian Dollar:	22.00 AUD	Brazilian Real:	35.00 BRL	Canadian Dollar:	20.00 CAD	Czech Koruna:	400.00 CZK	Danish Krone:	120.00 DKK	Euro:	16 EUR	Hong Kong Dollar:	155.00 HKD	Hungarian Forint:	4325 HUF	Israeli Shekel:	75.00 ILS	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
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	Swiss Franc:	22.00 CHF
	Taiwan New Dollar:	625.00 TWD
	Thai Baht:	650.00 THB
	Turkish Lira:	30.00 TRY
	U.K. Pounds Sterling:	14.00 GBP
	U.S. Dollar:	20.00 USD
	^ Subject to the commencement of PayPal's Russian Ruble service	

Commercial Transaction Refund Fee	<p>Full refunds</p> <p>If you fully refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee.</p> <p>Your buyer's Account will be credited with the full Commercial Transaction payment amount.</p> <p>We will debit from your Account 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>
	<p>Partial Refunds</p> <p>If you issue a partial refund of a Commercial Transaction payment, we will retain a pro-rated share of the Fixed Fee portion of the Commercial Transaction fee.</p> <p>Your buyer's account will be credited with the amount you specify to be refunded to your buyer.</p> <p>We will debit from your account the pro-rated share of the amount initially credited to your account in connection with the Commercial Transaction payment and the pro-rated share of 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

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

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

Argentine Peso:	150.00 ARS
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00 CZK
Danish Krone:	250.00 DKK
Euro:	35.00 EUR
Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9250 HUF

	Israeli Shekel:	160.00 ILS
	Japanese Yen:	4000 JPY
	Malaysian Ringgit:	150.00 MYR
	Mexican Peso:	540.00 MXN
	New Zealand Dollar:	60.00 NZD
	Norwegian Krone:	270.00 NOK
	Philippine Peso:	1900 PHP
	Polish Zlotych:	140.00 PLN
	Russian Ruble:	1400.00 RUB
	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
	^ Subject to the commencement of PayPal's Russian Ruble service	
	Note: For cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic Transaction Fee will apply.	

Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details). In general, there is no fee to join PayPal. However, some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and	Depending on currency	
	Argentine Peso:	6.00 ARS
	Australian Dollar:	2.00 AUD
	Brazilian Real:	4.00 BRL
	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

<p>Confirmation Fee.</p>	<table border="1"> <tr><td>Mexican Peso:</td><td>20.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>3.00 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>15.00 NOK</td></tr> <tr><td>Philippine Peso:</td><td>100.00 PHP</td></tr> <tr><td>Polish Zlotych:</td><td>6.50 PLN</td></tr> <tr><td>Russian Ruble:</td><td>60 RUB</td></tr> <tr><td>Singapore Dollar:</td><td>3.00 SGD</td></tr> <tr><td>Swedish Krone:</td><td>15.00 SEK</td></tr> <tr><td>Swiss Franc:</td><td>3.00 CHF</td></tr> <tr><td>Taiwan New Dollar:</td><td>70.00 TWD</td></tr> <tr><td>Thai Baht:</td><td>70.00 THB</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>1.00 GBP</td></tr> <tr><td>U.S. Dollar:</td><td>1.95 USD</td></tr> </table> <p>This amount will be refunded when you successfully complete the credit card or debit card verification process.</p>	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
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<p>Records Request Fee</p>	<p>10.00 GBP or 12.00 EUR (per item)</p> <p>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.</p>																										
<p>Bank Return Fee on Withdrawal</p> <p>This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.</p>	<p>UK users: 0.50 GBP Czech Republic users: 200 CZK Hungarian users: 1,500 HUF Users registered in the Eurozone: 3 EUR.</p>																										
<p>Charity Pricing</p>	<p>Subject to application and pre-approval by PayPal</p> <p>UK Charity Domestic rate: 1.4% + Fixed Fee per each payment</p>																										

transaction.

Relevant Country Charity Domestic rate:

1.9% + Fixed Fee per each payment transaction.

Fixed Fee for Charity Pricing

(depending on the payment currency received):

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 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

Cross Border rate: The Cross Border Fee for Charity Pricing is the same as the Fee for Receiving Cross Border Commercial Transaction payments.

Note: For Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.

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

Argentine Peso:	150.00 ARS
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00 CZK
Danish Krone:	250.00 DKK
Euro:	35.00 EUR
Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160.00 ILS
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

Receiving eCheques

	U.S. Dollar:	45.00 USD
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Micropayments Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account – please [contact us](#) if you want to do that. This rate will apply to all **Commercial Transaction** payments received into your PayPal account.

Activity	Fee																																												
Domestic - Micropayments	5% + Fixed Fee*																																												
Cross Border - Micropayments	6% + Fixed Fee*																																												
Micropayments Fixed Fee*	<p>As per the Fixed Fee specified by the currency received. https://micropayments.paypal-labs.com</p> <table border="1"> <tr><td>Argentine Peso:</td><td>0.15 ARS</td></tr> <tr><td>Australian Dollar:</td><td>0.05 AUD</td></tr> <tr><td>Brazilian Real:</td><td>0.10 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>0.05 CAD</td></tr> <tr><td>Czech Koruna:</td><td>1.67 CZK</td></tr> <tr><td>Danish Krone:</td><td>0.43 DKK</td></tr> <tr><td>Euro:</td><td>0.05 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>0.39 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>15 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>0.20 ILS</td></tr> <tr><td>Japanese Yen:</td><td>7 JPY</td></tr> <tr><td>Malaysian Ringgit</td><td>0.20 MYR</td></tr> <tr><td>Mexican Peso:</td><td>0.55 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>0.08 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>0.47 NOK</td></tr> <tr><td>Philippine Peso:</td><td>2.50 PHP</td></tr> <tr><td>Polish Zlotych:</td><td>0.23 PLN</td></tr> <tr><td>Russian Ruble:</td><td>2.00 RUB</td></tr> <tr><td>Singapore Dollar:</td><td>0.08 SGD</td></tr> <tr><td>Swedish Krona:</td><td>0.54 SEK</td></tr> <tr><td>Swiss Franc:</td><td>0.09 CHF</td></tr> <tr><td>Taiwan New Dollar:</td><td>2 TWD</td></tr> </table>	Argentine Peso:	0.15 ARS	Australian Dollar:	0.05 AUD	Brazilian Real:	0.10 BRL	Canadian Dollar:	0.05 CAD	Czech Koruna:	1.67 CZK	Danish Krone:	0.43 DKK	Euro:	0.05 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
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	Thai Baht:	1.80 THB
	Turkish Lira:	0.08 TRY
	U.K. Pounds Sterling:	0.05 GBP
	U.S. Dollar:	0.05 USD
	^ Subject to the commencement of PayPal's Russian Ruble service	
	Note: For Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.	

PayPal Business Payment Fee

PayPal may apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
Sending or receiving	2.00 GBP per transaction in GBP
The PayPal Business Payment fee is paid by the recipient, unless it is disclosed to the sender before payment is sent that the sender must pay this fee.	0.50 USD per transaction in 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.

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