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## PayPal Here™ Agreement

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This PayPal Here™ Agreement ("PayPal Here Terms") is a contract between you ("you") and PayPal (Europe) S.à r.l et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal", "we" or "us") and applies to your use of the Services to accept payments from PayPal Accounts, credit cards and debit cards into your PayPal Account using the PayPal Here Card Reader and software ("PayPal Here"). You must read, agree with and accept all of the terms and conditions contained in these PayPal Here Terms. By using PayPal Here, you acknowledge that you have agreed to these PayPal Here Terms. Capitalised terms that are not defined in these PayPal Here Terms, including Section 15 (Definitions), are defined in the PayPal User Agreement.

These PayPal Here Terms, with the PayPal User Agreement and any other agreement in to which you have entered into with PayPal (collectively "PayPal Agreements"), apply to your use of the PayPal Here service. To be clear, the definition of Services under the PayPal User Agreement shall be amended to include PayPal Here. If any inconsistency exists between the terms of the PayPal User Agreement and these PayPal Here Terms, these PayPal Here Terms shall control your use of PayPal Here. We may amend, delete or add to these PayPal Here Terms at any time by posting a revised version on our website (a "Change"). 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 provide you with 2 months' prior notice of the Change by posting notice on the "Policy Updates" page of our website. If you would like to receive notification by email of new Policy Updates then you may do so by changing your notification preferences in your Account Profile. The Change will take effect once the 2 month notice period expires, except it shall take place immediately if the Change relates to the addition of a new service, extra functionality or any other change which we believe in our reasonable opinion neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately. Once a change takes effect, your continued use of PayPal Here shall be deemed acceptance of this Change. If you do not agree with any Change, you may terminate your use of PayPal Here and uninstall the PayPal Here App at any time.

### 1. Product Description.

PayPal Here is a payment solution for businesses, which allows you to accept payments by PayPal as well as credit cards and debit cards ("Cards"). PayPal Here can only be used to accept the type of Cards that are specified on the PayPal Here website, and this list of Cards could change at any time and without notice. It also allows you to issue PayPal invoices and manage records of the PayPal, cash and cheque payments that you accept. This function is designed to help you manage your records more easily, however PayPal Here is not an accounting solution and PayPal cannot accept any liability arising from the use of this functionality.

In addition to agreeing to these PayPal Here Terms, you will be required to provide certain personal and business information in order for you to register for PayPal Here. You must have a Business Account in good standing and be approved by PayPal to use PayPal Here. If you have a Personal or Premier Account (rather than a Business Account) prior to signing up for PayPal Here, you will be automatically upgraded to a Business Account as part of the application process but no charge will be made for this upgrade.

### 2. The Application and Approval Process.

The application and approval processes will usually be carried out through the PayPal Here App or an appropriate PayPal website. However, in some circumstances, we may need to carry out a manual approval process. (We will let you know during the application process if this applies to you.) Your use of the PayPal Here is dependent on your downloading of the PayPal Here App, your acceptance of the end user license agreement associated with the PayPal Here App, your obtaining a PayPal Here Card Reader, your holding a valid PayPal account and your approval by PayPal. We will determine at our sole discretion whether you will be approved to use PayPal Here. Your approval will also be relevant to a specific country or jurisdiction, and your use of PayPal Here shall be limited to processing transactions in that country or jurisdiction. You must not use your PayPal Here Card Reader in another country or jurisdiction outside your country.

You may download the official PayPal Here App from the [App Store](#). There is no fee to download the PayPal Here App. You must download and use the most recent version of the PayPal Here App that is available, including downloading and installing any updates that become available periodically.

### 3. Getting, Using, Returning and Replacing your PayPal Here Card Reader.

If you are approved for PayPal Here, you may purchase a PayPal Here Card Reader from our online retailer. PayPal Here Card Readers may also be purchased from other authorised retail outlets, however the retailer may require evidence that you are pre-approved to use PayPal Here before you can make this purchase. We reserve the right to limit the number of PayPal Here Card Readers that you can receive at any time.

In addition to the Warranty described below, if you purchase a PayPal Here Card Reader from us either online, through the PayPal Here app or directly from PayPal in person you may return it, for any reason, within 30 days of receipt of delivery; provided that it is returned to us undamaged, in good working order and in the packaging in which you received it. You may arrange for a return of your PayPal Here Card Reader by contacting [customer service](#) for return shipping instructions. If you purchase a PayPal Here Card Reader from anyone other than us, then the return policy of that retail outlet will apply, and you should return it to the authorised retailer who sold it to you.

If your PayPal Here Card Reader does not work and it is under Warranty, you may request a new PayPal Here Card Reader by contacting Customer Service. If the device has a fault, Customer Service may arrange for a replacement PayPal Here Card Reader to be sent to you. Unless we say otherwise, you must return your original PayPal Here Card Reader within the time period we specify. This may be either using the prepaid envelope provided with your replacement PayPal Here Card Reader or, in some circumstances, we may also arrange to collect your original PayPal Here Card Reader when the replacement device is delivered. Failure to return the original PayPal Here Card Reader may result in you being charged the cost of the replacement unit. We reserve the right to reasonably limit the number of replacement devices that you can receive under this Warranty, the full terms and conditions of which can be accessed [here](#). For the avoidance of doubt, PayPal reserves the right to change the Warranty on reasonable notice and we will decide within our reasonable judgement the validity of any warranty claims under the terms of the Warranty. In the event of a conflict between the Warranty and this PayPal Here Agreement, these PayPal Here Terms take precedence.

### 4. Lost, Stolen or Disabled PayPal Here Card Readers.

We reserve the right to disable use of your PayPal Here Card Reader remotely if we suspect fraud, breach of the Acceptable Use Policy, a breach of these PayPal Here Terms or if we otherwise believe there is an increased risk to us or your PayPal account associated with your PayPal Here Card Reader. If your PayPal Here Card Reader is lost, stolen or is otherwise no longer necessary, you must contact PayPal customer services to arrange for your device to be disabled.

Your PayPal Here Card Reader may only be associated with approved PayPal Account. You may not dispose of your PayPal Here Card Reader without it first being disabled and your PayPal Here Card Reader cannot be passed to another person who does not hold an approved PayPal Account, associated with another approved PayPal Account or used in a country other than that in which it is registered without our express consent.

If you purchase a PayPal Here Card Reader using your PayPal Account, you may be able to file a claim under Buyer Protection if the PayPal Here Card Reader is not delivered. You are purchasing your PayPal Here Card Reader directly from PayPal and you would be filing your claim against us. We will decide the validity of any claim submitted under Buyer Protection but we will hold ourselves to the same standard of proof in adjudicating the claim that PayPal uses for its sellers.

## **5. Credit Report.**

By signing up for PayPal Here, you are providing us with written instructions and authorisation to obtain your personal and/or business credit report from a credit reference agency. You are also authorising us to obtain your personal and/or business credit report at any time we reasonably believe there may be an increased level of risk associated with your PayPal Account. You agree to allow PayPal to obtain from a third party your credit history and financial information about your ability to perform your obligations under this Agreement in the manner set out in the PayPal Privacy Policy. PayPal will review your credit and other risk factors of your Account (reversals and chargebacks, customer complaints, claims etc.) on an ongoing basis. PayPal will store, use and disclose the information obtained in conformity with PayPal's Privacy Policy.

You also agree to comply with our requests to verify your identity to allow us to reduce the risk of fraud or otherwise comply with our anti-money laundering or other legal requirements. We reserve the right to deny or restrict your use of PayPal Here or your PayPal Account if you fail to comply with these requests.

## **6. Multiple Devices and Authorised Users.**

Through your PayPal Account, you may authorise other eligible users to use PayPal Here Card Readers that are linked to your PayPal Account for the same purpose as your business use. In order to authorise such use, you will have to personally request and purchase the additional devices that you require. You can also request that these devices are sent to multiple different addresses when you do so. You will also have to register each of your authorised users with us and create a password for each user to be able to log-in (with limited access) to your PayPal Account. You can only register authorised users that are 18 years or older and PayPal reserves the right to limit the number of authorised users you may have. Your authorised users will have the ability to perform any action that you select on the PayPal.co.uk website (however please note they will be unable to withdraw funds from your PayPal Account) and must only use the PayPal Here Card Reader for the same business purpose as you do.

It is your responsibility to ensure that your authorised users comply with these PayPal Here Terms in connection with their use of the PayPal Here Card Reader. Prior to issuing a PayPal Here Card Reader to any authorised user, we may have to perform screening in compliance with anti-money laundering or other legislation. In order to assist us in this screening, you agree to provide us with legitimate and accurate information regarding the identity of all authorised users as requested by us. We reserve the right to deny any authorised user access to PayPal Here at any time. You agree that you are at all times liable for the actions or omissions of your authorised users and that you will indemnify and hold us harmless from the actions or inactions of your authorised user in connection with their use or misuse of the PayPal Here service.

## **7. Using PayPal Here.**

You may process a card-present transaction using the PayPal Here Card Reader by inserting the card into the PayPal Here Card Reader and obtaining the customer's PIN code or swiping the card and obtaining the customer's signature. The PayPal Here App will prompt you as to what verification is necessary, based on a customer's card, however if a customer's card includes an electronic chip, you must always look to obtain Chip and Pin authorisation before obtaining a signature. You may also use PayPal Here to process Keyed Transactions (i.e. a card not present transaction), however you are not allowed to process a Keyed Transaction when a customer's card is present. You cannot process a card present transaction when the customer is not present. Obtaining valid authorisation (such as a validly entered PIN) may assist you in defending against a Chargeback in the event that a customer subsequently claims that it did not authorise a transaction. Prior to processing any card-present transaction, You must show the customer the price of the goods or services that you are providing to the Customer on your mobile device using the PayPal Here App.

You must also provide customers with a receipt if they request one. Customers may receive an electronic receipt via email or SMS, rather than a paper receipt. It is your responsibility to obtain your customer's consent prior to using the PayPal Here App to send them a receipt via email or SMS to them.

You must not use PayPal Here to provide a customer with any form of cash advance. You agree that you shall not provide any false or misleading descriptions of any transaction that you submit through PayPal Here and that the descriptions given within itemised transactions shall be an accurate and true description of the goods and services being purchased. You also agree to comply with any instructions provided to you along with your PayPal Here Card Reader.

If you choose to receive PayPal Transactions through the PayPal Here App, these transactions must be processed on the following basis. To process a PayPal Transaction through the PayPal Here App, you must be able to clearly identify the customer from their photograph and their name, confirm the amount to be charged with them and you shall not process a transaction until the customer has given you a clear verbal instruction to do so. Prior to charging the customer, You must show the customer the amount to be charged for the goods or services that you are providing to the customer on your mobile device using the PayPal Here App. We reserve the right to place a cap on the total value of a PayPal Transaction(s) that can be processed using the PayPal Here App. We will make the size of any such cap clear to you within the PayPal Here App.

PayPal Here will normally allow you to receive payments only in the currency of the country in which you reside.

PayPal Here will normally be available at any time. However, we do not warrant that the PayPal Here service will be free of interruptions, delays or errors. From time to time, we need to perform upgrades and maintenance to our service or PayPal Here which may result in it not being available for a period. We will try to give you notice of any planned maintenance, but you acknowledge and agree that there may be circumstances where this is not possible.

## **8. Mobile Compatibility.**

Using the PayPal Here service requires you to have a compatible mobile device. We do not warrant that PayPal Here will be compatible with your mobile device. If you have a compatible mobile device but this has been modified contrary to the manufacturer's software or hardware guidelines, then you may not use your modified device to use PayPal Here.

## **9. Third Party Services.**

Your use of PayPal Here may rely on third-party services (such as those of a mobile network operator, a broadband internet provider, an

internet security provider or a wireless (WiFi) network provider). These third parties may charge you fees for accessing PayPal Here (e.g. for service access or data use) and it is your sole responsibility to pay such fees. We cannot accept any responsibility for the operation or security of such services, for your inability to use PayPal Here as a result of their service or for your breach of the terms of your contract with that third party as a result of using PayPal Here.

#### 10. Fees.

Except as further provided in this clause, you agree to pay the fees prescribed for business accounts in the User Agreement.

You agree to pay the following fees for the following payments received via the PayPal Here App:

If you receive the payment:	then the fee is:
from: <ul style="list-style-type: none"> <li>a card using your PayPal Here Card Reader's Chip and PIN or Chip and Signature functionality; or</li> <li>another PayPal Account via PayPal Location Based Payments Functionality</li> </ul>	<b>2.75%</b> of the payment amount
from a card by: <ul style="list-style-type: none"> <li>manually keying in the card details; or</li> <li>swiping the card's magnetic stripe</li> </ul>	<b>3.4%</b> of the payment amount plus <b>GBP 0.20</b>

The fees listed in the above table shall be increased by the supplemental Cross Border Fee for Commercial Transactions (as outlined in the relevant table in Schedule 1 of the User Agreement), if the payer's card or PayPal Account is from outside the United Kingdom.

There is no fee to use the PayPal Here App to manage records of the cash and cheque payments that you accept.

The fees prescribed in this clause may be changed by amending this Agreement.

#### 11. Privacy.

The PayPal [Privacy Policy](#) applies to your use of PayPal Here. The protection of your information is important to PayPal. Likewise, information you receive from us about your customers must be kept confidential, stored securely and only used for purposes related to PayPal Here and as agreed to in the PayPal [Privacy Policy](#). As a reminder, information you receive may not be used to send unsolicited email or SMS messages to a user without that user's express consent.

#### 12. Reserves and other Protective Actions.

If we believe there may be a high level of risk associated with your PayPal Account, we may take certain actions in connection with your Account and/or your use of the PayPal Services. These are as follows:

- Reserves.** We may, in our sole discretion, place a Reserve on funds held in your PayPal Account when we believe there may be a high level of risk associated with your PayPal Account. In relation to the PayPal Here service, this may include (without limitation) an unusual level of customer refunds, chargebacks or Keyed Transactions. If your PayPal Account is subject to a Reserve, we will provide you with notice specifying the terms of the Reserve. We may change the terms of the Reserve at any time by providing you with notice of the new terms. 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 we determines is necessary to protect against the risk associated with your PayPal Account. If we place a Reserve on funds in your PayPal Account, they will be shown as "pending" in your PayPal Balance.
- Additional Actions.** We may take other reasonable actions we determine are necessary to protect against the risk associated with your PayPal Account including requesting additional collateral from you such as a letter of credit or a personal guarantee or limiting the functionality of your PayPal Here Card Reader. We may contact your customers, on your behalf, in the event that we are investigating potential fraud.
- Information.** In order to determine the risk associated with your PayPal Account, we may request at any time, and you agree to provide promptly any information about your business, operations or financial condition. We reserve the right to reassess your eligibility for any Product if your business is materially different from the information you provided in your application.
- Disabling your PayPal Here Card Reader.** If we reasonably believe that you have breached the terms of your PayPal Agreements, we may take action to restrict your use of the PayPal Here service, including limiting the functionality of your PayPal Here Card Reader.

#### 13. Seller Protection Program.

PayPal Here transactions are eligible for Seller Protection subject to the conditions set out under Section 11 of the PayPal User Agreement.

#### 14. License Grant.

If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software 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 accompanying the PayPal Services. If you do not comply with our implementation and use requirements you will be liable for all resulting damages suffered by you, us 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 us. 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. We do not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by us, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

#### 15. Acceptable Use.

As a reminder, you may not accept payments in violation of the PayPal Acceptable Use Policy.

#### 16. Data Security.

- a. General. You are fully responsible for the security of data in your possession or control as a result of using PayPal Here. You agree to comply with all applicable laws and rules in connection with your collection, security and dissemination of any personal, financial, Card, or transaction information (defined as "Data").
- b. Data Usage. Unless you receive the express consent of your customer, you may not retain, track, monitor, store or otherwise use Data beyond the scope of the specific transaction. Further, unless you get the express consent of PayPal, you agree that you will not use nor disclose the Card Data for any purpose other than to support payment for your goods and services. Card Data must be completely removed from your systems, and any other place where you store Card Data, within 24 hours after you receive an authorization decision unless you have received the express consent of your customer to retain the Card Data for the sole purpose of processing recurring payments. To the extent that Card Data resides on your systems and other storage locations, it should do so only for the express purpose of processing your transactions. All Data and other information provided to you by PayPal in relationship to the PayPal Here service and all Card Data will remain the property of PayPal, its Acquiring Bank or the Card Companies, as appropriate.
- c. Password Security. You agree to restrict use and access to your password and log-on ID to your employees and agents as may be reasonably necessary, and will ensure that each such employee or agent complies with these PayPal Here Terms. You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to you to utilize the PayPal Here services. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to you by us, each Acquiring Bank or the Card Companies.
- d. Audit. If PayPal believes that a security breach or compromise of Data has occurred, PayPal may require you to have a third party auditor that is approved by PayPal conduct a security audit of your systems and facilities and issue a report to be provided to PayPal, the Acquiring Banks and the Card Companies. In the event that you fail to initiate an audit within 10 Business Days of PayPal's request, PayPal may conduct or obtain such an audit at your expense.

#### 17. PayPal's Use of Data.

We will use your information in accordance with our Privacy Policy. For the avoidance of doubt, you authorise us to provide information regarding your business and individual transactions to third parties for the purpose of facilitating the acceptance and settlement of your transactions and in connection with other relevant actions, including Chargebacks, refunds, disputes, adjustments and other enquiries.

#### 18. Notice.

We will provide you with notices regarding PayPal Here in accordance with the provisions of the PayPal User Agreement or by sending you a message through the PayPal Here App. Such notice will be considered to be received by you within 24 hours of the time it is posted or emailed to you.

#### 19. Indemnity.

You agree to indemnify and hold us harmless from claims that are raised by a third party against us that result from your use of PayPal Here or your PayPal Account in violation of these PayPal Here Terms or the PayPal User Agreement.

#### 20. Definitions.

**"Account Profile"** means the account profile settings that can be accessed within your PayPal Account.

**"Acquiring Bank"** means each of the financial institutions PayPal partners with to process your Card payments, including your PayPal Here transactions.

**"Card Companies"** means a company or group of financial institutions that issue rules that govern Card transactions via bankcard and payment networks including MasterCard, Visa, Discover, and American Express.

**"Change"** has the meaning given in the introductory paragraphs of these PayPal Here Terms.

**"Keyed Transaction"** means a Card transaction where you do not swipe the Card via the PayPal Here Card Reader, but instead input the Card number and other required information via the PayPal Here App.

**"PayPal Here App"** means the PayPal Here software application for merchants, available from the Apple App Store, Amazon Appstore, Google Play or other similar outlets.

**"PayPal Here Card Reader"** means the chip and pin device we provide to you to use in connection with your use of PayPal Here.

**"PayPal Transaction"** means a transaction using a PayPal-issued access method such as the PayPal payment card or a transaction via your PayPal Account.

**"PayPal User Agreement"** means the online agreement you entered into with PayPal when you opened your PayPal Account, as it may have been amended from time to time. The current version, entitled "User Agreement for PayPal Services", can be accessed via the Legal Agreements link in the footer of nearly every page on the PayPal website.

**"Warranty"** means the warranty offered to you by PayPal relating to the PayPal Here Card Reader and being independent of the manufacturer's warranty.