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Past Policy Updates

This page shows important changes that were made to the PayPal service, its User Agreement, or other policies.

Amendment to the PayPal User Agreement

Effective Date: Nov 18, 2013

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- **Please read this document.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/va/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is the preferred web payment method because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement.**

1. Definitions of Domestic Payment and Cross Border Payment

A definition of Domestic Payment and Cross Border payments has been added and Article 5.1 "Fees" would read as follows:

"5.1 Fees. Fees for Users resident in the send only regions are as set out in Schedule 1.

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

2. Fees for Cross Border Personal Payments

We recently introduced a new clearer explanation of fees charged for sending or receiving cross border Personal Transaction Payments wherever in the world this functionality is available. This clearer table will continue to apply beyond the Effective Date. We have set out the table again below, by way of reminder:

" Cross Border Personal Payments

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. In most cases, the sender decides who pays the fee. 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	Fee for payment fully or partially funded by debit card or credit

		account	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, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).	<i>Northern Europe *</i>	0.4%	3.8% + <i>Fixed Fee</i>
	<i>US, Canada, Europe I **</i>	0.5%	3.9% + <i>Fixed Fee</i>
	<i>Europe II ***</i>	1.0%	4.4% + <i>Fixed Fee</i>
	<i>All other countries</i>	1.5%	4.9% + <i>Fixed Fee</i>
Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.	<i>Northern Europe *</i>	0.4%	3.8% + <i>Fixed Fee</i>
	<i>US, Canada, Europe I **</i>	0.5%	3.9% + <i>Fixed Fee</i>
	<i>Europe II ***</i>	1.3%	4.7% + <i>Fixed Fee</i>
	<i>All other countries</i>	1.8%	5.2% + <i>Fixed Fee</i>
Germany	<i>Northern Europe *</i>	1.8%	3.7% + <i>Fixed Fee</i>
	<i>US, Canada, Europe I **</i>	2.0%	3.9% + <i>Fixed Fee</i>
	<i>Europe II ***</i>	3.0%	4.9% + <i>Fixed Fee</i>
	<i>All other countries</i>	3.3%	5.2% + <i>Fixed Fee</i>
Poland	<i>Northern Europe *</i>	0.9%	3.8% + <i>Fixed Fee</i>
	<i>US, Canada, Europe I **</i>	1.0%	3.9% + <i>Fixed Fee</i>
	<i>Europe II ***</i>	1.5%	4.4% + <i>Fixed Fee</i>
	<i>All other countries</i>	2.0%	4.9% + <i>Fixed Fee</i>
Australia	<i>Anywhere</i>	1.0%	3.4% + <i>Fixed Fee</i>
Brazil	<i>Anywhere</i>	1.0%	7.4% + <i>Fixed Fee</i>

Japan	<i>Anywhere</i>	0.3%	3.9% + Fixed Fee
U.S. and Canada	<i>Anywhere</i>	1.0%	3.9% + Fixed Fee
All other countries	<i>Anywhere</i>	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, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City State.

*** Europe II: Albania, Andorra, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, 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)

<u>Currency :</u>	<u>Fee :</u>
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

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

3. Other changes

Sections of the PayPal User Agreement have been amended to clarify existing wording and correct minor typographical errors.

Amendment to the PayPal Privacy Policy

Effective Date: Oct 18, 2013

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• Amendment to the PayPal Privacy Policy

1. Information We Collect

We have amended section 3 to outline details of further information that we may request from you when you use certain functionalities provided by us, to clarify the types of information about you and your business that we may obtain from credit reference or fraud agencies, to clarify the types of public information about you and your business that we may obtain from social media platform and to outline how and why we may collect and use information about you from transaction related communication on PayPal's or eBay's conflict resolution platforms.

The part of section 3 labelled "**Our Use of Cookies**" has been relabelled as "Our Use of Cookies, Web Beacons, Local Storage and Similar Technologies". We have amended this section to further clarify how and why PayPal uses these technologies, with further detailed explanations found [here](#).

The amended parts of section 3 now read as follows (presented in context with the clause heading):

" 3. Information We Collect

Required Information

To open a PayPal account or use the PayPal Services, you must provide your name, address, phone number, and email address. In order to make payments through the PayPal Services, you must provide credit card, debit card or bank account information. We also ask you to choose two different security questions to answer (such as your city of birth or your pet's name). This required information is necessary for us to process transactions, issue a new password if you forget or lose your existing password, protect you against credit card fraud and current account fraud, and contact you should the need arise in administering your account or the PayPal Services.

We will also require other commercial and/or identification information if you send or receive certain high-value transactions or high overall payment volumes through the PayPal Services or as is otherwise required in order for us to comply with our anti-money laundering obligations under European law.

When you access PayPal using a mobile device (e.g. a smartphone), we may additionally collect and store device sign-on data (including device ID) and geolocation data in order to provide our services.

If you use certain functionalities provided by us (such as the PayPal POS Functionality available in your mobile app) we may ask you to upload a picture of you in order to provide these specific services.

...

Information about You from Third Parties

In order to protect all our customers against potential fraud, we verify the information you provide with the "Payment Processors" and/or "Credit Reference and Fraud Agencies" listed in the table under the section "Disclosure to Third Parties other than PayPal Customers" below. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you register a credit card or debit card or bank account with PayPal, we will use card authorisation and fraud screening services to verify that your bank or card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen.

If you send or receive high overall payment volumes through the PayPal Services, or if as a merchant have limited selling history, in some circumstances we will conduct a background check on your business by obtaining information about you and your business, and potentially (if legally permitted) also about your directors, shareholders and partners, from a credit reference or fraud agency such as Dun & Bradstreet, as listed in the table under the section entitled, "Disclosure to Third Parties other than PayPal Customers" below. If you owe us money, we may conduct a credit check on you by obtaining additional information about you from a credit reference or fraud agency, to the extent permitted by law. PayPal, at its sole discretion, reserves the right to periodically retrieve and review a business and/or consumer credit report supplied by such credit reference or fraud agency for any account, and reserves the right to close an account based on information obtained during this credit review process.

If you use your PayPal account to sell items, we may also collect public information about your business and your behaviour on social media platforms (such as the e-mail address and the number of “likes” and “followers”), to the extent relevant to confirm an assessment of your transactions and/or your business, including its size and the size of its customer base.

We may also collect information from members of the eBay Inc. corporate family or other companies (subject to their privacy policies). If you are sending transaction related communication on PayPal’s or eBay’s conflict resolution platforms to your buyer or seller, we may collect such information in order to assess your transactions and any risk associated with your activities, as well as for fraud detection, prevention, and or remediation of fraud, or other illegal actions or to detect, prevent or remediate violations of policies or the applicable user agreements.

...

Our Use of Cookies , Web Beacons, Local Storage and Similar Technologies

When you visit or interact with our sites, services, applications, tools, advertising, and messaging (such as email), we or our authorised service providers may use cookies, web beacons, and other similar technologies for storing information to help provide you with a better, faster, and safer experience. This page is designed to help you understand more about these technologies and our use of them on our sites and in our services, applications, and tools. Below is a summary of few key things you should know about our policy related to the use of such technologies. You can review our full policy [here](#).

We offer certain site features, services, applications, and tools that are available only through our use of these technologies. You are always free to block, delete, or disable these technologies if your browser or device so permits. However, if you decline cookies or other similar technologies, you may not be able to use certain site features, services, applications, or tools. You may also be required to re-enter your password more frequently during a session. For more information on how you can block, delete, or disable these technologies, please review the Help section of your browser, add-on, application, or device.

Where applicable, we protect our cookies and other similar technologies so that only we and/or our authorised service providers can interpret them by assigning them a unique identifier that is designed for interpretation only by us. You may encounter cookies, web beacons, or other similar technologies from authorised third parties, commonly called service providers, that we have contracted with to assist us with various aspects of our site operations, or to provide you our services, applications, and tools. We use both “session” and “persistent” cookies, as well as first-party and third-party cookies and similar technologies.

Our uses of these technologies fall into the following general categories:

1. **Operationally Necessary** – allow us to operate our sites, services, applications, and tools, and ensure their safety and security, and allow you to access these sites, services, applications, and tools;
2. **Performance-Related** – are useful in order to assess the performance of our sites, services, applications, and tools;
3. **Functionality-Related** – offer you enhanced functionality when using our sites, services, applications, and tools; and
4. **Advertising- or Targeting-Related** – are used by us or our third-party advertising providers to deliver content, including advertisements relevant to your interests.

We may work with third-party companies, commonly known as service providers, who may place third-party cookies, web beacons, or similar technologies for storing information on our sites or in our services, applications, and tools with our permission. These service providers help us operate our sites, applications, services, and tools, and provide you with a better, faster, and safer experience;

Our sites, services, applications, and tools may use third parties, such as network advertisers and ad exchanges, to serve advertisements. These third-party ad networks and exchange providers may use third-party cookies, web beacons, or similar technologies to collect information to provide you with their services. They may also collect your device identifier, IP address, or identifier for advertising (IDFA), which may be used to tailor the advertising you see on our sites or elsewhere on the web.”

2. Our Use and Disclosure of Information

The part of section 4 labelled “Internal Uses” has been amended to clarify how we may use your personal information and now reads as follows:

“Internal Uses

We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the World where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:

1. provide the services and customer support you request;
2. resolve disputes, collect fees, and troubleshoot problems;
3. detect, prevent , and/or remediate fraud or other potentially illegal or prohibited activities, or to detect, prevent or remediate violations of policies or applicable user agreements ;
4. customise, measure, and improve our services and the content and layout of our web site;
5. deliver targeted marketing and advertising, service updates, and promotional offers based on the communication preferences you have defined for your PayPal account (please refer to the section “Our Contact with PayPal Customers” below) and your activities when using the PayPal Services; and
6. compare information for accuracy, and verify it with third parties.”

The part of section 4 labelled “Disclosure to Other PayPal Customers” has been amended to clarify the circumstances in which we may share certain elements of your information. The amended segment of

this part of section 4 now reads as follows (presented in context with the clause heading):

“Disclosure to Other PayPal Customers

If you are a registered PayPal user, your name, email address, Skype ID (if applicable), phone number (if applicable) date of sign-up, the number of payments you have received from verified PayPal users, and whether you have been verified to have control of a bank account are made available to other PayPal customers whom you have paid or senders who are attempting to pay you using the PayPal Services. If you are a Business account holder, we will also display to other PayPal customers the website address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. However, your credit card number, bank account and other financial information will not be revealed to anyone whom you have paid or who has paid you through the PayPal Services or third parties that use the PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules, a court order or other legal process.

If you are buying goods or services and pay through PayPal, we may provide the seller with the delivery address for the goods and your billing address to complete your transaction. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

If you are using the PayPal POS Functionality on your mobile app, we may share your picture that you have stored with your mobile app with the seller with whom you are attempting to transact in order to verify your identity, as well as the fact that that you are within local reach as a customer.

...”

3. Our Use and Disclosure of Information - Disclosure to Third Parties other than PayPal Customers

The part of section 4 labelled “Disclosure to Third Parties other than PayPal Customers” now includes a new paragraph c. which explains how and why we may disclose certain information about you as a merchant to our integration partners, The new paragraph c. reads as follows (presented in context with the root clause):

" Disclosure to Third Parties other than PayPal Customers

PayPal will not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EEA member states. Specifically, you consent to and direct PayPal to do any and all of the following

...

c. If you as a merchant use a third party to access or integrate PayPal, we may disclose to any such partner the status of your PayPal integration, whether you have an active PayPal account and whether you may already be working with a different PayPal integration partner.”

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

Paragraph d (formerly paragraph c) of the part of section 4 labelled “Disclosure to Third Parties other than PayPal Customers” has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared as set out in the table below.

Please note we have clarified at the entry relating to Credit Reference and Fraud Agencies that, in addition to the stated purposes, PayPal uses your personal information to detect, prevent, and/or remediate fraud or other illegal actions, or to detect, prevent or remediate violations of policies or applicable user agreements.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
Customer Service Outsourcing			
	ePermax Contact Centers & BPO (USA), Genpact International Inc. (USA)	Customer services regarding payments relating to North America and Asia	Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping

		information, and promotional information.
Credit Reference and Fraud Agencies		
Accumio Finance Services GmbH (Germany), CEG Creditreform Boniversum GmbH (Germany), Bürger Wirtschaftsinformationen GmbH & Co. KG (Germany)	<p>To verify identity and address and retrieve contact phone numbers and addresses, establish risk associated with address, identity; research and testing as to appropriateness of new products and services. To assist in making decisions concerning the credit worthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and merchants, including without limitation, in relation to credit products offered by PayPal and offering direct debit payments as payment method.</p> <p>The creditworthiness scores that we request from these agencies that include scores that are calculated according to mathematical-statistical procedures. Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</p> <ul style="list-style-type: none"> • retained by the database for audit purposes and for scoring of such customer's creditworthiness; • any such score may be disclosed to other third parties for the purpose of gauging creditworthiness. and • transferred outside of the EU and on a global basis. 	Name, address, date of birth, email address, account status, account balance, and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.
SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)	<p>To verify a customer's identity and address, carry out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and/or money laundering, including checks on the linkage of the customer and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new products and services. The creditworthiness scores that we request from these agencies include scores that are calculated according to mathematical-statistical procedures. Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</p> <ul style="list-style-type: none"> • retained by the database for audit purposes and for scoring of such customer's creditworthiness; • any such score may be disclosed to other third parties for the purpose of gauging creditworthiness and • transferred outside of the EU and on a global basis. Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be: • retained by the infoscore database for audit purposes; and • (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments. 	Name, address, email address, date of birth, gender, bank account details, information on failed direct debit payments from a bank account (without linkage to the identity of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account.
Tracesmart Ltd (UK)	<ul style="list-style-type: none"> ◦ To identify customers and assist with fraud detection, prevention, and or remediation of fraud, or other illegal actions or to detect, prevent or remediate violations of policies or the applicable user agreements. 	Title, name, address, date of birth and telephone number
Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies. To also aggregate data from internal and external data sources and provide statistical analysis in order to assess the risk of fraud.	All account information and documents supplied by customers, to include information used to provide identity and address. This

		information may also include IP addresses.
First Data Corporation (USA)	To process merchant-initiated and customer-authorized transactions and to provide account/card processing services, to store transaction, payment and other customer data related to those transactions.	All account information and documents supplied by customers, to include information used to provide identity and address.
La Banque de France (France), GB Group plc (UK), SysperTec Communication (France)	Research and testing as to appropriateness of new products and services used to establish risk associated with address, identity, and associated with a customer's credit worthiness.	Name, address, date of birth, phone number, email address
Marketing and Public Relations		
Mediaplex Inc. (USA)	To execute and measure retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.	PayPal Account ID (as appropriate) as well as device ID used by a specific person, content of advertisements to be delivered and segmentation in a user group for advertisement purposes
Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)	To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that PayPal user.) and to implement failover carrier billing and to show Facebook users advertisements on Facebook.	Name of merchant, merchant website URL, description of item purchased and price of item.; e-mail address associated with PayPal users (without indicating account relationship).
Eloqua Limited (Canada)	To develop, measure and execute marketing campaigns.	Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant website URL, PayPal account number, third party applications used by the merchant, behaviour on PayPal website.
Nanigans, Inc. (USA), Fiksu, Inc. (USA), Ad-X Limited (UK)	Help identify behaviour in the mobile app in order to guide decision about targeted marketing; to help efficiently handling and optimising mobile campaigns on social networks and elsewhere in the web	Device ID used by a specific person, events in the mobile app about the use of the mobile app by a specific user (including, without limitation, login, successful completion of the transaction), but no payment and financial information details. Content of advertisements to be delivered to specific users and, as appropriate, segmentation group to which such person belongs to for advertisement purposes.
Operational services		
KSP Kanzlei Dr. Seegers (Germany), BFS Risk & Collection GmbH (Germany); HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt; to handle reporting to credit reference agencies about defaulting customers.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial

		<i>instruments account, sort code, account balance, details of account transactions and liabilities, name of funding source provider, applicable details of account behaviour and correspondence relevant for reporting to credit reference agencies.</i>
Webbank (USA)	<i>Only for customers who are also customers of Bill Me Later, Inc.: to help with accounting and recovery services</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.</i>
Zyklop Inkasso Deutschland GmbH (Germany), PNO inkasso AG (Germany)	<i>To collect and manage debt, to support collections teams in case of insolvent customers</i>	<i>Name, address, phone number, account number, email address, account type, account status, last four digits of financial instruments account, sort code and name of funding source provider, account balance, date and amount of last payment, results of creditworthiness checks</i>
CartaSi S.p.A - Gruppo ICBPI (Italy)	<i>To assist in the production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.</i>	<i>All account information.</i>
RR Donnelley and Sons Company (USA)	<i>To provide printing services such as statements and other printed materials</i>	<i>Name, address, email address, and account information</i>
Group companies		
PayPal Europe Services Limited (Ireland), eBay Europe Services Limited (Ireland), PayPal Malaysia Services Sdn Bhd (Kuala Lumpur), PayPal Israel Ltd (Israel), PayPal India Private Limited (India), PayPal (UK) Ltd (UK), PayPal France S.A.S. (France), PayPal Deutschland GmbH (Germany), PayPal Spain SL (Spain), PayPal Italia Srl (Italy), PayPal Nederland BV (Netherlands), PayPal European Marketing SA (Switzerland), PayPal Polska Sp Zoo (Poland), PayPal Bilisim Hizmetleri Limited Sirketi (Turkey), PayPal International Sarl (Luxembourg) and PayPal SE (UK)	<i>Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and/or other back office.</i>	<i>All account information.</i>
eBay Inc. (USA), eBay Europe S.à r.l. (Luxembourg), eBay Services S.à r.l. (Luxembourg), eBay International AG (Switzerland), eBay Corporate Services GmbH (Germany), eBay France SAS (France), eBay (UK) Limited (UK), eBay CS Vancouver Inc. (Canada), eBay Partner Network Inc. (USA), eBay Internet Support (Shanghai) Co Ltd (China), eBay Enterprise Marketing Solutions (USA) (formerly GSI Commerce, Inc (USA), VendorNet Inc (USA) , PepperJam Network (USA), FetchBack (USA), GSI Media Inc. (USA), e-Dialog, Inc. (USA), M3 Mobile Co., Ltd. (Korea), MBS (USA), ClearSaleing (USA),	<i>To provide joint customers content and services (including, but not limited to registration, transactions , failover for carrier billing accounts, and customer support), to assess risk, or to help detect , prevent and/or remediate fraud, or other potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications.</i>	<i>All account information.</i>

True Action Network (USA), True Action Studio (USA), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Kijiji US Inc. (USA), mobile.de & eBay Motors GmbH (Germany), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited (Australia), Marktplaats B.V. (Netherlands), PayPal Charitable Giving Fund (USA), PayPal Giving Fund UK (UK), Tradera AB (Sweden), StubHub, Inc. (USA), Viva Group, Inc. (USA), StubHub Europe S.à r.l. (Luxembourg), StubHub Services S.à r.l. (Luxembourg), Viva Group, Inc. (USA), ProStores Inc. (USA), MicroPlace, Inc. (USA), Internet Auction Co., Ltd. (Korea), Via-Online GmbH (Germany), Bill Me Later, Inc. (USA), Zong Inc. (USA) and X.commerce, Inc. (USA).

Paragraph e (formerly paragraph d) of the part of section 4 labelled "**Disclosure to Third Parties other than PayPal Customers**" has been amended to clarify the existing definition of "All account information". The amended part of paragraph e now reads as follows:

"For the purpose of this table, the phrase "All account information" includes: name, address, email address, phone number, IP address, machine ID, mobile phone ID and/or number, account number, account type, details of funding instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements and reports, account preferences, details of identity collected as part of our "know your customer" checks on you, and customer correspondence."

4. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

Amendment to the PayPal Privacy Policy

Effective Date: Aug 19, 2013

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- **Please read this document.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/va/cgi-bin/?cmd=_close-account) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is the preferred web payment method in the UK because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [Privacy Policy](#).

- **Amendment to the PayPal Privacy Policy.**

1. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
Credit Reference and Fraud Agencies			
	Capita Plc (UK)	To verify identity, verify linkage between a customer and its bank account or credit/debit card, assist in making decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking. Please note that data disclosed to these agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit/debit card details (if appropriate) and relevant transaction information (if appropriate).
	Fraudscreen Ltd (UK)	To evaluate level of fraud risk.	Name and address.
	LexisNexis (UK)	To assist with customer authentication.	Name, address and date of birth.
	Trustev Ltd (Ireland)	To establish identity through customer's social media data, connections and credentials.	Name, address, date of birth, email address and account number.
	Tracesmart Ltd (UK)	To identify customers and assist with fraud prevention.	Title, name, address, date of birth and telephone number.
Marketing and Public Relations			
	Medallia, Inc.	To conduct customer service surveys.	Name, email address, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.
	Purepromoter Ltd t/a Pure360	To send service related and (depending on opt-in settings) promotional SMS messages to PayPal users.	Mobile Number.
	Pepper Global (Germany)	To execute marketing campaigns for existing merchants and prospects.	Mobile Number.
Operational services			
	Capita Plc (UK)	To collect debt.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
	Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.	All account information and documents supplied by customers such as proofs of identity and address.

2. Our Contact with PayPal Customers

We have added (as a new penultimate paragraph of this section) wording to clarify that we may communicate with you by SMS (and SMS communications will be treated as emails for the purpose of managing your Communication preferences). The new paragraph reads as follows:

"We may communicate with you as described above by SMS (and SMS will be treated as an email for the purpose of managing your Communication preferences)."

3. Other changes

Certain sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct minor typographical errors.

Amendment to the PayPal User Agreement

Effective Date: May 16, 2013

 [Print](#)  [Download PDF](#)

- **Please read this document.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/va/cgi-bin/?cmd=_close-account) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

1. Eligibility and Types of Accounts

Section 2.1 (Eligibility) is amended to clarify the warranty and representation given by you in respect of opening an Account for the company that employs you. The amended part of Section 2.1 reads as follows:

"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."

2. Currency Conversion

Section 5.2 has been updated to outline how and when you may opt out of currency conversion by PayPal when sending a payment. The inserted text reads as follows

"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."

3. Restricted Activities

Section 6.1dd is amended to clarify that you may not allow your use of PayPal to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations. The amended Section 9.1ff now reads as follows (presented in context with the clause heading):

"6.1 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:

...

dd. 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 section 3.2)."

4. UK Financial Ombudsman Service (FOS)

Sections 10.2 has been deleted to clarify that the service offered by the FOS is available only to UK resident Users.

5. Other changes

Sections of the PayPal User Agreement have been amended to clarify existing wording and correct typographical errors.

Amendment to the PayPal Privacy Policy

Effective Date: Apr 16, 2013

 [Print](#)  [Download PDF](#)

- Amendments to the Privacy Policy

- 1. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared as set out in the table below.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
Audit			
	<i>PricewaterhouseCoopers Sàrl (Luxembourg)</i>	<i>To test PayPal's Anti Money Laundering (AML) and Know Your Customer (KYC) controls and to carry out professional auditing services for PayPal Inc. and its subsidiaries.</i>	<i>For a sample of individual customer accounts: name, PayPal account number (Customer ID), total amount received on the PayPal account, total amount sent from the PayPal account, type of PayPal account, and, as the case may be, any other relevant account information.</i>
Customer Service Outsourcing			
	<i>Concentrix Europe Limited (UK)</i>	<i>To allow telephone and email customer support services.</i>	<i>Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.</i>
Credit Reference and Fraud Agencies			
	<i>CIFAS (UK) and the CIFAS database</i>	<i>For users with UK PayPal accounts only: to prevent and detect fraud (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance).</i> <i>Please note that data disclosed to this database may be:</i> <i>• retained by the database for audit and fraud prevention purposes;</i> <i>• disclosed to other financial institutions for the purpose of fraud prevention and detection (including to prevent money laundering) for example, when checking details on applications for credit and other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on claims for insurance and checking details of job applicants or employees;</i> <i>• used to determine your</i>	<i>All account details and circumstances of the conduct of the account</i>

	<p><i>risk profile and for cooperation with the relevant authorities in compliance with the requirements of the Luxembourg Law of 5 April 1993 on the financial sector and laws relating to the prevention of money laundering, terrorism and fraud (excluding the treatment of personal data in relation to solvency of the persons referred to in article 14(1)(d) of the Luxembourg Law of 5 April 1993 on the financial sector); and</i></p> <ul style="list-style-type: none"> <i>• transferred outside of the EU and on a global basis.</i> 	
<p>Accumio Finance Services GmbH (Germany), CEG Creditreform Boniversum GmbH (Germany), Bürger Wirtschaftsinformationen GmbH & Co. KG (Germany)</p>	<p>To verify identity and address and retrieve contact phone numbers and addresses, establish risk associated with address, identity; research and testing as to appropriateness of new products and services.</p> <p>To assist in making decisions concerning the credit worthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and merchants, including without limitation, in relation to credit products offered by PayPal and offering direct debit payments as payment method.</p> <p>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</p> <ul style="list-style-type: none"> • retained by the database for audit purposes and for scoring of such customer's creditworthiness; • any such score may be disclosed to other third parties for the purpose of gauging creditworthiness. <p>and</p> <ul style="list-style-type: none"> • transferred outside of the EU and on a global basis. 	<p>Name, address, date of birth, email address, account status, and in case the transfer of such information is legally justified, also certain account balance, account status, information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>
<p>SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)</p>	<p>To verify a customer's identity and address, carry out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and/or money laundering including checks on the linkage of the customer and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new</p>	<p>Name, address, email address, date of birth, gender, bank account details, information on failed direct debit payments from a bank account (without linkage to the identity of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>

	<p>products and services.</p> <p>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</p> <ul style="list-style-type: none"> • retained by the database for audit purposes and for scoring of such customer's creditworthiness; • any such score may be disclosed to other third parties for the purpose of gauging creditworthiness. <p>and</p> <ul style="list-style-type: none"> • transferred outside of the EU and on a global basis. <p>Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be</p> <ul style="list-style-type: none"> • retained by the infoscore database for audit purposes; and • (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments. 	
Verband der Vereine Creditreform e.V. (Germany)	To determine creditworthiness of merchants.	Name, address, email-address.
ID Checker.nl BV (Netherlands) (Ireland)	To verify identity; research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth, legal form, company registration number, VAT number, proof of identity, address, or other documents requested by PayPal and the data contained therein for Risk / Compliance purposes .
Aristotle International, Inc. (USA)	To verify identity.	Name, address, date of birth
AddressDoctor GmbH (Germany),	To re-structure address data into normalized format.	Name, address , email address
Deutsche Post Adress GmbH & Co. KG (Germany)	To validate and re-structure address data into normalized format and to verify name and address.	Name, address, email address
InterCard AG (Germany)	Check and provide the linkage between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth and bank account details
Jumio Inc (USA)	To capture and validate proofs of identity and address	All data recorded on the customer's identity and address documents
Au10tix Limited (Cyprus)	Automatic data extraction and document validation / forgery detection	Documents proving identity and address

<i>Telovia SA (Luxembourg)</i>	<i>Identity validation and Know Your Customer (KYC) controls conducted for anti-money laundering purposes</i>	<i>Name, address, date of birth, proof of ID and address</i>
<i>Syniverse Technologies, LLC (USA)</i>	<i>Validate and apply data quality checks to phone numbers (SMS message to be sent to the customer)</i>	<i>Name, address, phone number.</i>
<i>Signicat AS (Norway)</i>	<i>To verify and authenticate identity</i>	<i>Name, address, date of birth and e-id reference number</i>
<i>BankersAccuity Inc. (USA)</i>	<i>Research and testing as to appropriateness of new products and services in relation to the validation of the account data provided to us by the user and conversion of national account data information into IBAN</i>	<i>Customer's bank account number and sort code and / or IBAN</i>
<i>ArkOwl LLC (USA)</i>	<i>To verify email address</i>	<i>Email address</i>
Marketing and Public Relations		
<i>Salesforce.com, inc. (USA)</i>	<i>To store merchant contact information as well as other supporting information about the business relationship .</i>	<i>Name, address, phone number and email address, business name, URL PayPal Account ID and other supporting information about the business relationship, such as (without limitation) name of contact person and contact information at merchant and/or partner through which merchant has been onboarded, description of products sold through PayPal communication notes and onboarding information, internal decisions about the merchant, revenue calculations and other information on the merchant's business as made available by the merchant, and information relevant for special integrations of merchants, name and address of bank.</i>
<i>W & J Linney Ltd (UK)</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.</i>
<i>Endlichsommer- werbung in bester gesellschaft mbh (Germany) and Crossover Communication GmbH (Germany)</i>	<i>To assist in the execution of offline direct mail and marketing campaigns</i>	<i>Name, address, business name , type and nature of PayPal services offered or used.</i>
<i>optivo GmbH (Germany)</i>	<i>To send emails; email marketing</i>	<i>Name of the merchant, name of the contact person, email address, address, status, client ID and shop system.</i>
<i>Acxiom France SAS (France), Acxiom Ltd (UK) and Acxiom GmbH (Germany)</i>	<i>To collect additional user information and better target marketing campaigns.</i>	<i>Name, address, email address , date of birth and phone number.</i>
<i>Business support services - b2s, SAS (France)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>Tenthwave Digital, LLC (USA)</i>	<i>To notify winners and prize fulfillment for winners of survey sweepstakes</i>	<i>Name and email address, for sweepstakes winners and alternates only.</i>
<i>Marketing and Planning Systems, LLC. USA (USA), Dynamic Logic, Inc.</i>	<i>To conduct customer service and marketing</i>	<i>Name, email address, type of account, type and nature of PayPal</i>

(USA), GfK Custom Research LLC (USA), Millward Brown, Inc. (USA) and Radius Global Market Research, LLC (USA)	surveys	services offered or used, and relevant transaction information.
Zeuner S.p.A. (Italy), Accueil Srl (Italy) and CallCenterNet Italy s.r.l. (Italy)	To store merchants' contact information for marketing communications to those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.
KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Germany, Austria), NCO Europe Limited (UK), Robinson Way Limited (UK), Intrum Justitia Limited (UK), IQOR Recovery Services Limited (UK), Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), Transcom Worldwide S.A. (UK), Transcom Worldwide (UK) Limited (UK), Newman & Company Limited (UK), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SANV (Belgium), EOS Nederland B.V. (Netherlands), Arvato Infoscore GmbH (Germany), Arvato Services Iberia (Spain), Infoscore Iberia (Spain), BFS Risk & Collection GmbH (Germany), Transcom WorldWide (France), SAS (France) Transcom WorldWide S.p.A. (Italy), HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
Begbies Traynor Group plc (UK), Moore Stephens LLP (UK)	To collect debt from insolvent customers	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
mediafinanz AG (Germany)	To collect debt, to request and proceed information from and to Schufa, Buergel and other credit reference and fraud agencies for PayPal	Name, address, phone number, account number, date of birth, business name, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider, credit score received from agency, account performance data
Infoma Solutions GmbH (Germany)	To request and proceed information from and to Schufa, Buergel and other credit reference and fraud agencies in and from and to ID Checker .	Name, date of birth, business name, legal form, address, company registration number and VAT number. For the purpose of verification of identity also: other information contained in documents requested by PayPal for Risk / Compliance purposes. For customers with a German PayPal account also: phone number, email address, date of birth, length of time at address, length of time in business, length of time with PayPal, funding instrument including bank account and credit/debit card details and relevant transaction information, credit score received on behalf of PayPal from a credit reference agency, account number, account type, account status, account balance, details of account transactions and liabilities, negative account performance data.
Robertson Taylor Insurance Brokers Limited (UK)	Consultation with respect to risk assessment of specific merchants and merchant	Name, address, phone number, account number, business contact details, domain name, email

	<i>transactions</i>	<i>address, account type, account balance, details of account transactions and liabilities, account status and account performance information as required for the Purpose .</i>
<i>Consultix GmbH (Germany)</i>	<i>To assist in the creation of PayPal Business Accounts for merchants on-boarding through their bank's or other contract partner payment or service gateway.</i>	<i>All information provided by the merchant (directly or via his/her bank or other contract partner) for the purpose of creating his/her PayPal business account (including without limitation email address, address, business name, business contact details and bank account details).</i>
Group companies		
<i>eBay Corporate Services GmbH (Germany), eBay France SAS (France), eBay (UK) Limited (UK) and X.commerce, Inc. (USA)</i>	<i>To provide joint customers content and services (like registration, transactions and customer support), to assess risk, or to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications .</i>	<i>All account information.</i>
Agencies		
<i>CNPD (Luxembourg) and Risolvi Online (Italy)</i>	<i>To provide the Agencies listed with information within their authority (upon their request) and to respond to queries and/or investigations instigated by users or other stakeholders in the countries where they have jurisdiction.</i>	<i>All account information</i>

- **2. Other changes**

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

Amendments to the PayPal Commercial Entity Agreements

Effective Date: Mar 01, 2013

 [Print](#)  [Download PDF](#)

- **Amendment to the Commercial Entity Agreements**

- **Please read this document.**

These changes are effective on the Effective Date.

- **Amendment to the Commercial Entity Agreements**

While PayPal is not a party to the Commercial Entity Agreements, the agreements affect how you receive PayPal's services. The Commercial Entity Agreements are your direct agreements with our banking partners and they enable you to receive card-funded PayPal payments.

One of PayPal's banking partners is HSBC Merchant Services LLP ("HMS"), which has recently changed its name to GPUK LLP (trading as Global Payments). Due to the recent name change, HMS has amended its direct agreement with you that forms part of the suite of Commercial Entity Agreements, by replacing all references to HMS with references to GPUK LLP trading as Global Payments (the new name for HMS). You do not need to do anything to accept the change.

Amendment to the PayPal User Agreement and PayPal Bonuses Policy

Effective Date: Oct 09, 2012

 [Print](#)  [Download PDF](#)

- **Please read this document.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/va/cgi-bin/?cmd=_close-account) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is a smarter, savier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

• **Summary of changes.**

1. The Merchant Referral Bonus Program ("the Bonus") will be discontinued for all account holders and the PayPal Bonuses Policy will no longer be in effect. Active account holders will receive an email from PayPal indicating an end date specific to their current participation in the Bonus program. You will receive this email at least 60 days in advance of the end date. Once your end date is in effect, new referrals will no longer be tracked or accumulate toward this bonus program. In addition, bonus accrual payments will be stopped. Any final accrued bonus balances from your referrals will be paid to your PayPal account in accordance with the standard 30 day payout cycle. Your PayPal account is not impacted in any way with the discontinuation of this program. For further assistance, contact us via the [Contact Us](#) form. Accordingly, the User Agreement will be amended to delete the reference to the Merchant Referral Bonus Policy and the PayPal Bonuses Policy will be deleted from the PayPal website.
2. We are also changing the Buyer Protection Program to so that a signature is no longer required for proof of delivery.

• **Amendment to the PayPal User Agreement.**

Preamble

1. The words 'Merchant Referral Bonus Policy' are deleted.

Buyer Protection Programme

1. Section 13.5d is deleted and replaced with the following:

Comply with PayPal shipping requests in a timely manner

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal – or a third party at your expense and to provide proof of delivery. Proof of delivery is online documentation from a postal company that includes (or where the postal company warrants that they have obtained) 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).

Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

Deletion of PayPal Bonuses Policy

This entire policy is deleted.

Amendment to the PayPal User Agreement and Acceptable Use Policy

Effective Date: Jul 10, 2012

 [Print](#)  [Download PDF](#)

• **Please read this document**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/va/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

- **1. No Warranty**

A new second paragraph is inserted into section 10.6 to clarify your obligations under the User Agreement. The inserted paragraph reads as follows:

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

- **2. Fees**

A cosmetic change has been made to the User Agreement to make it easier for users to read. This cosmetic change involves removing the substantive provisions of the Fees section which were contained in section 5 and moving them to a new Schedule 1 at the end of the User Agreement. In addition to this cosmetic change, the fees section has been changed to include fees applicable for transactions involving Russian Rubles for when PayPal permits Russian Ruble transactions.

The new Schedule 1 Table of Fee now reads:

“Schedule 1. Table of Fees

Sending Payments (excluding Mass Payments)	Free The sender of a Personal Payment made via the “Personal” tab in the “Send Money” feature may choose to pay the fee, if a fee applies to that payment.
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 ^
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 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 ^
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 cap will apply.

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):</p> <p>2.5% above the wholesale exchange rate</p> <p>(II) For all other transactions involving a currency conversion:</p> <p>4.0% above the wholesale exchange rate.</p>
Credit Card or Debit Card Confirmation Fee	<p>Depending on currency 1.00 GBP, 1.50 Euro, 1.95 USD, 2.45 CAD, 200 JPY, 2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 60 RUB^, 400 HUF, 50.00 CZK, 3.00 SGD, 15.00 HKD or 3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 6.00 ARS, 20.00 MXN or 8.00 ILS</p> <p>^ Subject to the commencement of PayPal's Russian Ruble service</p>

	This amount will be refunded when you successfully complete the credit card or debit card confirmation process.
Records Request Fee	12 Euros or currency equivalent (per item). We will not charge you for records requested in connection with your good faith assertion of an error in your Account.
Bank Return Fee	3 Euros (or currency equivalent) 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.

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.”

• 3. Currency Conversion

A cosmetic change has been made to the User Agreement to make it easier for users to read. This cosmetic change involves collating various provisions which relate to currency conversions which are conducted on the user’s behalf by PayPal into one section and clarifying that where payments are funded by a Debit or Credit Card and involves a currency conversion, the user authorises PayPal to convert the currency in place of their Credit or Debit card issuer. Section 5 now reads:

“5. Fees and Currency Conversion

5.1 Fees. Fees for Users resident in the send only regions are as set out in Schedule 1.

5.2 Currency Conversion. If your transaction involves a currency conversion, 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. 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.”

• 4. Buyer Protection

Section 9 of the User Agreement has been amended to clarify that Buyer Protection is only available for physical, tangible goods and does not apply to transactions using Zong.

Section 9.3(a) now reads:

“13.3 What type of payments are eligible for re-imbusement under PayPal Buyer Protection?

a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for re-imbusement under PayPal Buyer Protection:

1. intangible items
2. services
3. real estate (including, without limitation, residential property)
4. businesses
5. vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
6. custom made items
7. travel tickets (including, without limitation, airline flight tickets)
8. items prohibited by the PayPal Acceptable Use Policy
9. items that violate eBay’s Prohibited or Restricted Items Policy
10. licences
11. access to digital content
12. industrial machinery used in manufacturing
13. office or factory equipment
14. items equivalent to cash (including, without limitation, gift cards)
15. Items purchased using Zong, Website Payments Pro or Virtual Terminal (if available)
16. Personal Transaction payments.”

• 5. Contact Us

Section 10.1 has been amended to clarify how to contact PayPal. Section 10.1 now reads:

"10.1 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 via the "Email Us" link on the "[Contact Us](#)" page or by calling the customer support telephone number located on the PayPal WebSite(s)."

- **Amendment to the PayPal Acceptable Use Policy**

1. **Prohibited Activities**

- a. Part 2 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions (i.e. not only sales) involving:
 - i) the items already listed in that section; and
 - ii) additionally, stolen goods including digital and virtual goods.
- b. Part 4 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions involving certain credit repair, debt settlement services, credit transactions or insurance activities.

2. **Activities Requiring Pre-Approval**

This section is being amended to clarify that PayPal requires pre-approval to accept payments for certain services as set out in section 6 (which lists certain gambling activities, amongst other activities) instead of section 5.

Amendment to the PayPal Privacy Policy

Effective Date: Jun 12, 2012

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- **1. Required Information**

If you are accessing PayPal by way of a mobile device, the data we may collect from you or from your device might be different from a home computer, and may include specific information associated with mobile devices and the mobile use of the PayPal service. We have therefore supplemented the section on required information accordingly. The relevant part of this section reads as follows:

"... When you access PayPal using a mobile device, we may collect and store device sign-on data (including device ID) and geolocation data in order to provide our services."

- **2. Our Use of "Cookies"**

We have amended this section to include the providers of retargeting cookies UIM (United Internet Media) and Fetchback which provide similar services as Google and Criteo. The relevant part of this section now reads as follows:

"... We participate in a cookie-based exchange operated by Criteo, UIM, Fetchback and Google. Criteo, UIM, Fetchback and Google use cookies to collect anonymous information, which may be used to tailor the advertising you see on PayPal or eBay sites or elsewhere on the web, but we don't permit them to collect any personal information about you. Please visit the [Criteo](#), [UIM](#), [Fetchback](#) and [Google](#) privacy information pages to learn more about each of their practices and privacy policies, including how to opt out of their programmes. ..."

- **3. Disclosure to Third Parties other than PayPal Customers**

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared.

Payment Processors

Visa Europe Ltd (UK) including Visa's VMAS system; Mastercard International Incorporated. (USA) including Mastercard's MATCH system

To share risk and fraud information in the mandatory credit card company's database regarding the conduct of a merchant's account thereby reducing exposure to fraud and breaches of scheme rules and standards.

All account details of merchant account, and circumstances and conduct of the account

Customer Service Outsourcing

<i>Lithium Technologies Inc. (USA)</i>	<i>To provide member-to-member platform services and customer service on our customer community platforms.</i>	<i>Name, email address, PayPal single sign on ID (PayPal SSN ID)</i>
<i>Ilinc Communications, Inc. (USA)</i>	<i>To provide webinars (online seminars) to merchants on Ilinc's platform.</i>	<i>Name, email address of merchants</i>
Credit Reference and Fraud Agencies		
<p><i>CRIF (Italy), Cerved B.I (Italy), Coface (France), Synectics Solutions Limited (UK), MCL Hunter (UK), GB Group plc (UK), Graydon (UK), iQor Recovery Services Limited (UK), UK Data Limited (UK), ICC Information Limited (UK), Payment Trust Limited (UK), 192.com (UK), 192.com Limited (UK), i-CD Publishing (UK) Limited (UK), Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain), Informa Solutions GmbH (Germany), Arvato Infoscore GmbH (Germany), and CRIBIS D&B S.r.l. (Italy).</i></p>	<p><i>To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.</i></p> <p><i>Please note that data disclosed to these agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</i></p>	<p><i>Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).</i></p>
<p><i>Callcredit plc. (UK) including the SHARE database administered by Callcredit, Experian Limited (UK) including databases administered by Experian used for consumer and commercial referencing including CAPS credit searches and CAIS credit account performance data, Equifax Ltd (UK) including the Insight database administered by Equifax, Dun & Bradstreet Limited (UK)</i></p>	<p><i>To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.</i></p> <p><i>For users of the UK products "Website Payments Pro" and "Virtual Terminal" and UK merchants only:</i></p> <ul style="list-style-type: none"> <i>• to report defaults and supply monthly account performance information, where the account shows an amount owing to us (reflected as a negative balance) for three or more consecutive months, to the databases of these third parties; and</i> <i>• for the purposes set out in section 8 of this Privacy Policy.</i> <p><i>Please note that data disclosed to these agencies and databases may be:</i></p> <ul style="list-style-type: none"> <i>• retained by the applicable credit reference agency or database for audit and fraud prevention purposes;</i> <i>• disclosed to other financial institutions for the purpose of gauging creditworthiness; and</i> <i>• transferred outside of the EU and on a global basis.</i> 	<p><i>Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate), relevant transaction information (if appropriate), account balance and all information supplied and used for your application for the UK products "Website Payments Pro" and "Virtual Terminal."</i></p>
<i>CIFAS (UK) and the CIFAS database</i>	<i>For users with UK PayPal accounts only: to prevent and detect fraud (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance).</i>	<i>All account details and circumstances of the conduct of the account</i>

	<p>Please note that data disclosed to this database may be:</p> <ul style="list-style-type: none"> • retained by the database for audit and fraud prevention purposes; • disclosed to other financial institutions for the purpose of fraud prevention and detection; and • transferred outside of the EU and on a global basis. 	
Accumio Finance Services GmbH (Germany), Deltavista GmbH (Germany)	Establish risk associated with address, identity; make decisions concerning a customer's credit worthiness; research and testing as to appropriateness of new products and services.	Name, address, date of birth, email address
SCHUFA Holding AG (Germany)	To verify a customer's identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering including checks on the linkage of the customer and its bank account, determine creditworthiness of merchants, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth, gender, bank account details.
CEG Creditreform Consumer GmbH (Germany)	To validate identity and address and retrieve contact phone numbers and addresses, determine creditworthiness of a user, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth.
Creditreform Berlin Wolfram KG (Germany)	To determine creditworthiness of a merchant.	Name, address, email-address.
Bürgerl Wirtschaftsinformationen GmbH & Co. KG (Germany)	To verify business identity of merchants and consumers, to validate address, research and testing as to appropriateness of new products and services.	All account information.
EOS Information Services GmbH (Germany)	To verify identity, to validate delivery and fraud risk in relation to users with a German PayPal account, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth
Global Data Corporation (USA)	To verify identity, carry out checks for the prevention and detection of crime including fraud, research and testing as to appropriateness of new products and services.	Name, address, date of birth, telephone number, email address
RSA Security Inc. (USA) and RSA Security Ireland Limited (Ireland)	To verify identity.	All account information.
ID Checker.nl BV (Netherlands) (Ireland)	To verify identity; research and testing as to appropriateness of new products and services.	All account information and proof of identity.
Iovation Inc. (USA), ThreatMetrix Inc (USA)	To retrieve risk information regarding the IP and device from which you are accessing PayPal, research and testing as to appropriateness of new products and services.	IP and hardware information about the device (device ID)
TeleSign Corporation (USA)	To validate phone numbers, research and testing as to appropriateness of new products and services.	Telephone number
AddressDoctor GmbH (Germany), Deutsche Post Address GmbH & Co. KG (Germany)	To validate and re-structure address data into normalized format.	Address, email address
Deutsche Post Direkt GmbH (Germany), AZ Direct GmbH (Germany)	To validate and re-structure address data into normalized format and to verify name and address.	Name, address, email address
Easycash GmbH (Germany),	Check and provide the linkage	Name, address, email

<i>Wirecard AG (Germany)</i>	<i>between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.</i>	<i>address, date of birth, bank account details, credit / debit card information</i>
<i>Mitek Systems Inc. (USA)</i>	<i>To validate images of identity documents and research and testing as to appropriateness of new products and services.</i>	<i>Proof of identity, details of bank accounts and credit/debit card information</i>
Financial Products		
<i>United Kapital Limited (UK) and United Kapital Limited, LLC (USA)</i>	<i>To enable you (or the merchant with which you transact) to use products issued by United Kapital with PayPal.</i>	<i>Only for PayPal merchants applying for and using products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account. <i>For customers of those merchants: transaction information, name, email address, phone number, address and PayPal identification number.</i></i>
Marketing and Public Relations		
<i>Eloqua Limited (Canada)</i>	<i>To develop, measure and execute marketing campaigns.</i>	<i>Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant web site URL, PayPal account number, third party applications used by the merchant.</i>
<i>Datacolor Dialog-Medien GmbH (Germany) .</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.</i>
<i>Daniel J Edelman Ltd (UK)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
Operational services		
<i>Arvato Infoscore GmbH (Germany),</i>	<i>To collect debt.</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.</i>
<i>ITELLIUM mobile Solutions GmbH (Germany)</i>	<i>Production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.</i>	<i>All account information.</i>
<i>Trustwave Holdings Inc. (USA)</i>	<i>To provide PCI compliance validation services for merchant accounts and merchant integrations.</i>	<i>Business name, address, account number, merchant type, compliance program used, PCI Level, PCI Status, PCI Expiry, name, email address, phone number of merchant's contact person</i>
<i>Zoot Enterprises, Inc. (USA)</i>	<i>To process technical applications and to provide a</i>	<i>All account information</i>

	<i>data gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.</i>	
<i>Scorex (UK) Limited (UK)</i>	<i>To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies.</i>	<i>Name, address, email address, date of birth, length of time at address, phone number, legal form, length of time in business, company registration number, VAT number (if appropriate).</i>
<i>OXID eSales AG (Germany)</i>	<i>Services in connection the development and operation of a payment system for stationary trade (point of sale).</i>	<i>All account information and transaction information (as appropriate).</i>
Group companies		
<i>BillSAFE GmbH (Germany), Viva Group Inc. (USA)</i>	<i>To provide joint customers content and services (like registration, transactions and customer support), or to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications.</i>	<i>All account information.</i>

Furthermore we have made a change consequential to these disclosures in sub-paragraph d. of this section, and clarified that, where we explicitly state this in the table, we may share data with databases of payment processors and of credit reference and fraud agencies for the purposes of fraud prevention and, as applicable, to assess creditworthiness. Such databases may be accessed by third parties in accordance with the respective terms of those databases and the applicable data protection laws. The relevant part of sub-paragraph d. of this section therefore reads as following:

"... With respect to the column titled, "Purpose", each third party, with the exception of the regulatory agencies, certain of the payment processors and credit reference and fraud agencies and group companies referred to at the end of this table, is carrying out the purpose to fulfil obligations which PayPal has contracted with the entity to fulfil. The regulatory agencies are carrying out their purpose in accordance with their regulatory objectives and requirements. Where explicitly specified in the table, the payment processors and credit reference and fraud agencies may use the information in their respective databases, and forward information to third parties for the purposes of fraud prevention and the assessment of creditworthiness, in accordance with their respective terms."

- **4. Other changes**

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

Amendments to the Commercial Entity Agreements

Effective Date: Mar 26, 2012

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- **Please read this document.**

If you entered into the Commercial Entity Agreements before January 24, 2012:

1. These changes are effective on the Effective Date.
2. You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Date. Should you decide you do not wish to accept them you can notify us before the Effective Date to **close your account** (https://www.paypal.com/va/cgi-bin/?cmd=_close-account) immediately without incurring any additional charges.

If you entered into the Commercial Entity Agreements on or after January 24, 2012:

1. You are already bound by the amended agreements. You can read the full text of the amended Commercial Entity Agreements [here](#).

- **Amendment to the Commercial Entity Agreements**

While PayPal is not a party to the Commercial Entity Agreements, the agreements affect how you receive PayPal's services. The Commercial Entity Agreements are your direct agreements with our banking partners and they enable you to receive card-funded PayPal payments.

One of PayPal's banking partners is National Westminster Bank PLC ("**Natwest**"). Due to the recent sale of Natwest's merchant acquiring/card processing services business by the Royal Bank of Scotland Group to WorldPay (UK) Limited, Natwest has amended its direct agreement with you that forms part of the suite of Commercial Entity Agreements. The amendment means that each of the following parties replaces Natwest

as a party to that agreement:

1. WorldPay (UK) Limited – if you are based in Europe; and/or
2. The Royal Bank of Scotland N.V. – if you are based in Singapore and/or Hong Kong; and/or
3. The Royal Bank of Scotland PLC – if you are based in the United States.

Amendment to the PayPal Privacy Policy

Effective Date: Jan 24, 2012

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- **Please read this document.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (<https://www.paypal.com/va/cgi-bin/?cmd=close-account>) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is the preferred web payment method in the EU because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [Privacy Policy](#).

- **Amendment to the PayPal Privacy Policy**

1. **Our Use of "Cookies"**

We have amended this section to further clarify how and why PayPal uses cookies and to remind you that you may encounter cookies from third parties when using the PayPal Services on websites we do not control. The relevant part of this section now reads as follows:

"...We also use cookies to customise the PayPal Services, content and advertising, to measure promotional effectiveness and to promote trust and safety.

We participate in a cookie-based exchange operated by Criteo and Google. Criteo and Google use cookies to collect anonymous information, which may be used to tailor the advertising you see on PayPal or eBay sites or elsewhere on the web, but we don't permit them to collect any personal information about you. Please visit the [Criteo](#) and [Google](#) privacy information pages to learn more about each of their practices and privacy policies, including how to opt out of their programmes.

We use cookies written with Flash technology to help prevent fraud (including, without limitation, to help ensure that your account security is not compromised and to identify irregularities in behaviour) and to support checkout functionality. You can manage Flash cookies on a per-site basis using the [Settings Manager for Adobe Flash Player](#). Although we don't recommend taking such action, this tool enables you to disable the use of Flash cookies or limit activity to specific domains, such as PayPal. You can access the tool by clicking [here](#) (to use it on the Adobe website) or by right-clicking on any Flash content displayed on your browser and selecting "Settings" or "Global Settings" from the drop down menu..."

2. **Disclosure to Third Parties other than PayPal Customers**

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

Financial Products

<i>La Poste (France)</i>	<i>To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution)</i>	<i>Any Account information necessary to resolve the issue or claim</i>
--------------------------	---------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------

<i>Findomestic Banca (Italy)</i>	<i>Registration of the credit card issued by the credit company on the user's PayPal account and the processing of funding requests made by the same user.</i>	<i>Name, email address, date of birth (as the case may be), credit card number; expiry date, three digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.</i>
<i>United Kapital Limited (UK)</i>	<i>To enable you to use products issued by United Kapital Limited with PayPal.</i>	<i>Only for PayPal merchants applying for products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account.</i>
Marketing and Public Relations		
<i>Ipsos Mori UK Limited (UK), Ipsos GmbH (Germany), Ipsos SAS (France) and FactWorks GmbH (Germany)</i>	<i>To conduct customer service and marketing surveys.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Text 100 SARL (France), Text 100 BV (Netherlands), Text 100 AB (Sweden), Text 100 Srl (Italy) and Text 100(Denmark)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
<i>1000Mercis SA (France) and 1000Mercis Ltd (UK)</i>	<i>To store user data to conduct marketing campaigns on behalf of PayPal.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>A McLay & Company Limited (UK), TNT Post Italia (Italy) and MEILLERGHP GmbH</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, address, email address, business name, domain name, account status, account preferences, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Acxiom France SAS (France), Acxiom Ltd (UK) and Acxiom GmbH (Germany)</i>	<i>To collect additional user information and better target marketing campaigns.</i>	<i>Name, address, email address and phone number.</i>
<i>b2s (France)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>Criteo SA (France)</i>	<i>To execute retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.</i>	<i>Name, email address and phone number.</i>
<i>Heaven SAS (France)</i>	<i>To execute marketing campaigns for merchants.</i>	<i>Name of merchant, merchant website URL, description of item purchased and price of item.</i>
<i>Sotiaf Telematiques Associes SAS (France)</i>	<i>To store user data for marketing campaigns and to execute direct marketing campaigns.</i>	<i>Name, email address and phone number.</i>
<i>2engage (Germany) and Quo Vadis (Germany)</i>	<i>To conduct market surveys.</i>	<i>Name, company name, address, telephone number, domain name, e-mail address, type and nature of use of PayPal services, market segment and generalised categorisation of company size and information on participation in earlier surveys.</i>
<i>Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)</i>	<i>To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that</i>	<i>Name of merchant, merchant website URL, description of item purchased and price of item.</i>

<i>PayPal user).</i>		
<i>SurveyMonkey Spain, Sucursal em Portugal (Portugal) and SurveyMonkey.com, LLC (USA)</i>	<i>To assist in carrying out user surveys.</i>	<i>Name, email address and details of customer campaign interaction.</i>
<i>Azionare GmbH (Germany)</i>	<i>To distribute prizes in prize promotions on Facebook.</i>	<i>Name and email address.</i>
Operational services		
<i>e-Dialog, Inc.</i>	<i>To fulfil email operations in respect of the PayPal services (including, but not limited to, operations, customer services, collections, marketing programmes and promotions).</i>	<i>Name, address, email address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal services offered or used, and relevant transaction and account information.</i>
<i>ITELLIUM mobile Solutions GmbH</i>	<i>To assist in the production of innovative payment methods (e.g. applications).</i>	<i>All account information.</i>
Group companies		
<i>StubHub Europe S.á r.l. (Luxembourg), StubHub Services S.á r.l. (Luxembourg), GSI Commerce, Inc. (USA), e-Dialog, Inc. (USA) and Zong Inc.(USA).</i>	<i>To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal).</i>	<i>All account information.</i>

3. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

Amendment to the PayPal User Agreement and Privacy Policy

Effective Date: Sep 07, 2011

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• Please read this document.

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You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/va/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

It's safer

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is the preferred web payment method in the EU because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

• Amendment to the PayPal User Agreement

1. Type of Accounts

The section 2.2 is amended to clarify eligibility requirements for personal, Premier and Business Accounts. Section 2.2 now reads as follows :

"2.2 Personal, Premier and Business Accounts. We offer three different types of Accounts: Personal, Premier and Business Accounts. Unless otherwise agreed, you may hold not more than one Personal

Account or Premier Account and one Business Account. By opening a Premier or 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 Funding Source Limitations”

2. Fees

Section 8 is amended in the following ways:

- a. to update the Currency Conversion Fee;
- b. to update the Mass Payment fee caps;

The relevant part of section 8 now reads as follows:

“Fees for Users resident in the send only regions are as follows:

Sending Payments(excluding Mass Payments)	Free <i>The sender of a Personal Payment made via the “Personal” tab in the “Send Money” feature may chose to pay the fee, if a fee applies to that payment.</i>
-------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Sending Payments through PayPal Mass Payments	2% of total payment amount <i>A maximum fee cap per payment applies as follows for Domestic Transactions, (based on payment currency):</i>
-----------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------

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
Singapore Dollar:	10.00 SGD
Swedish Krona:	50.00 SEK
Swiss Franc:	8.00 CHF
Taiwan New Dollar:	220.00 TWD
Thai Baht:	230.00 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5.00 GBP
U.S. Dollar:	7.00 USD

A maximum fee cap per 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
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

Note: For cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic Transaction fee cap will apply.

Activity	Fee										
<p>Currency Conversion Fee</p> <p>If your transaction involves a currency conversion, 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.</p> <p>The "Currency Converter" tool can be accessed through your Account and used to see what exchange rates apply at any given time.</p>	<p>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):</p> <p>2.5% above the wholesale exchange rate</p> <p>For all other transactions involving a currency conversion:</p> <p>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).</p> <table border="1"> <thead> <tr> <th>Currency and Code</th> <th>Currency Conversion Fee</th> </tr> </thead> <tbody> <tr> <td>Argentine Peso (ARS):</td> <td>4.0%</td> </tr> <tr> <td>Australian Dollar (AUD):</td> <td>4.0%</td> </tr> <tr> <td>Brazilian Real (BRL):</td> <td>4.0%</td> </tr> <tr> <td>Canadian</td> <td>3.0%</td> </tr> </tbody> </table>	Currency and Code	Currency Conversion Fee	Argentine Peso (ARS):	4.0%	Australian Dollar (AUD):	4.0%	Brazilian Real (BRL):	4.0%	Canadian	3.0%
Currency and Code	Currency Conversion Fee										
Argentine Peso (ARS):	4.0%										
Australian Dollar (AUD):	4.0%										
Brazilian Real (BRL):	4.0%										
Canadian	3.0%										

Dollar (CAD):	
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%
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%

Credit Card or Debit Card Confirmation Fee

Depending on currency 1.00 GBP, 1.50 Euro, 1.95 USD, 2.45 CAD, 200 JPY, 2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, 3.00 SGD, 15.00 HKD or 3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 6.00 ARS, 20.00 MXN or 8.00 ILS

This amount will be refunded when you successfully complete the credit card or debit card confirmation process.

Records Request Fee

12 Euros or currency equivalent (per item). We will not charge you for records requested in connection with your good faith assertion of an error in your Account.

Bank Return Fee on Withdrawal

3 Euros

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.

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.”

3. Restricted Activities

Sections 9.1 m. and p. have been clarified and now read as follows (presented in context with their root clause):

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

...

m. Cause PayPal to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business;

...

p. Allow your Account to have a balance reflecting an amount owing to us;

4. Other changes

The following sections of the User Agreement have been amended to clarify existing wording and correct typographical errors: **11.**

• Amendment to the PayPal Privacy Policy

1. Notification of Changes

We have amended the wording in the first two paragraphs of this section to clarify the process by which we make changes to the Privacy Policy. The first two paragraphs of this section now read as follows:

“This Privacy Policy may be revised over time as new features are added to the PayPal Services or as we incorporate suggestions from our customers. We may amend this Privacy Policy at any time by posting a revised version on our web site. The revised version will be effective at the time we post it. In addition, if we propose to change this Privacy Policy in a substantial manner, we will provide you with at least 30 days’ prior notice of such a change by posting notice on the “Policy Updates” page of our web site(s). After this 30 days notice, you will be considered as having expressly consented to all amendments to the Privacy Policy. If you disagree with the terms of this Privacy Policy, you may close your account at any time. Please check the PayPal web site at <https://www.paypal.com/uk/> at any time for the most current version of our Privacy Policy.”

We have also inserted a paragraph to clarify the status of the Privacy Policy with reference to the EU Payment Services Directive (2007/64/EC) to reflect the fact that it is not a “framework contract” for the purpose of that Directive. The paragraph now reads as follows:

“For the avoidance of doubt, this Privacy Policy does not constitute a “framework contract” for the purpose of the EU Payment Services Directive (2007/64/EC) or any implementation of that directive in the European Union or EEA (including, without limitation, the UK Payment Services Regulations 2009).”

2. Information About You From Third Parties

The first paragraph of this section has been amended to clarify that PayPal verifies the information you provide with the “Payment Processors” and/or “Credit Reference and Fraud Agencies” listed in the table under the section “Disclosure to Third Parties Other than PayPal Customers”. The first paragraph of this section (together with other typographical changes) now reads as follows:

“In order to protect all our customers against potential fraud, we verify the information you provide with the “Payment Processors” and/or “Credit Reference and Fraud Agencies” listed in the table under the section “Disclosure to Third Parties Other than PayPal Customers” below. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you register a credit card or debit card with PayPal, we will use card authorisation and fraud screening services to verify that your card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen.”

3. Internal Uses

The fifth bullet point of this section has been amended to clarify that PayPal can deliver targeted marketing and advertising, service updates, and promotional offers based on your activities when using the PayPal Services. The bullet point now reads as follows (set in the context of the section):

“We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the World where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to: ...

1. *deliver targeted marketing and advertising, service updates, and promotional offers based on the communications preferences you have defined for your PayPal account (please refer to the section “Our Contacts with PayPal Customers” below) and your activities when using the PayPal Services;...”*

4. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service

providers. We need to disclose data to them so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

- a. The first paragraph of this section has been amended to clarify how PayPal will deal with your personal information. The relevant paragraph now reads:

"PayPal will not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EEA member states. Specifically, you consent to and direct PayPal to do any and all of the following: ..."

- b. This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

Customer Service Outsourcing		
<i>Transcom Worldwide France SAS (France), Transcom Worldwide SpA (Italy) and Arvato Direct Services GmbH (Germany)</i>	<i>To allow telephone and e-mail customer support services</i>	<i>Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.</i>
Credit Reference and Fraud Agencies		
<i>Zoot Enterprises, Inc. (USA), Experian Bureau de Credito SA (Spain)</i>	<i>To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</i>	<i>Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)</i>
<i>Scorex (UK) Limited (UK)</i>	<i>To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies.</i>	<i>Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)</i>
<i>Acxiom Ltd (UK), Acxiom Deutschland GmbH (Germany) and Acxiom France SAS (France)</i>	<i>To verify identity</i>	<i>Name, address, telephone number, email address and date of birth.</i>
<i>Creditinfo Decision (Czech Republic), DecisionMetrics Limited (UK)</i>	<i>To assist with PayPal's assessment of merchant risk.</i>	<i>All merchant account information</i>
Financial Products		
<i>Total System Services, Inc. (USA)</i>	<i>To provide account/card processing services, call centre services, card printing, and statement printing services</i>	<i>Name, address, e-mail address, date of birth (as the case may be), credit card number, expiry date, 3 digit Card Security Code (as the case may be), amounts of funding requests, and any account information necessary for fraud or dispute resolution.</i>

Operational services

<i>Akami Technologies Inc. (US)</i>	<i>To deliver PayPal page content from local servers to users.</i>	<i>User IP address and cookies</i>
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Group companies

<i>eBay Services S.á r.l. (Luxembourg)</i>	<i>To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)</i>	<i>All account information</i>
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Amendment to the PayPal User Agreement, Privacy Policy and Commercial Entity Agreement

Effective Date: Nov 01, 2010

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You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (<https://www.paypal.com/ua/cgi-bin/?&cmd=close-account>) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

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When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

It's easier

PayPal is one of the preferred web payment methods in the EU because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- Amendment to the PayPal User Agreement

1. PayPal Buyer Protection

Section 9 is being amended to reflect changes to the PayPal Buyer Protection programmes. The amendments:

1. consolidate the PayPal protections for buyers into one PayPal Buyer Protection programme (covering buyer protection both 'on' and 'off' eBay);
2. grant full protection to buyers for "Items Not Received" Claims relating to items purchased outside of eBay (subject to the eligibility requirements referred to below);
3. clarify the eligibility requirements for protection under PayPal Buyer Protection; and
4. enable Vatican City registered users to also be eligible for reimbursement for Claims in respect of "Significantly Not As Described" items purchased with PayPal outside of eBay.

Section 9 will read as follows:

"9. PayPal Buyer Protection**9.1 What types of problems are covered?**

- a. *PayPal Buyer Protection helps you with either of these problems:*
 - i. *You did not receive the item you paid for with PayPal – "Item Not Received" ("INR")*
 - ii. *You received an item you paid for with PayPal but it is "Significantly Not as Described" ("SNAD"). Further information on what we mean by "SNAD" is set out in section 9.8.*
- b. *If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at the bottom of the home page of the PayPal Website.*

9.2 What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:

- a. Your payment must be for an eligible item and made from your PayPal Account (see Section 13.3 for further details on item eligibility).
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
 - i. The eBay “Pay Now” button or the eBay invoice, or
 - ii. The “Send Money” button of your PayPal account by selecting “eBay Item” and entering your eBay User ID and the eBay item number, or
 - iii. for purchases made outside of eBay; the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller’s PayPal checkout flow; and
- d. Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under “How do I resolve my problem?” in section 9.5.

9.3 What type of payments are eligible for re-imbursalment under PayPal Buyer Protection?

- a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods that can be posted. Payments for the following are not eligible for re-imbursalment under PayPal Buyer Protection:
 - intangible items
 - services
 - real estate (including, without limitation, residential property)
 - businesses
 - vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
 - custom made items
 - travel tickets (including, without limitation, airline flight tickets)
 - items prohibited by the PayPal Acceptable Use Policy
 - items that violate eBay’s Prohibited or Restricted Items Policy
 - licences
 - access to digital content
 - industrial machinery used in manufacturing
 - office or factory equipment
 - items equivalent to cash (including, without limitation, gift cards)
 - Items purchased using Website Payments Pro or Virtual Terminal (if available)
 - Personal transaction payments
- b. **Please note the following eligibility requirements applicable to eBay listings:** Look for either a PayPal Buyer Protection message or an eBay Buyer Protection message in the eBay listing. If you see this message and you meet the eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to “my eBay,” then “won,” and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

9.4 How much coverage do I get with PayPal Buyer Protection?

- a. If PayPal determines a Claim in your favour, PayPal will reimburse you the full purchase price of the item and original postage costs only.
- b. PayPal will not reimburse you for the postage costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See section 9.10 for other protection you may be entitled to.

9.5 How do I resolve my problem?

If you are unable to resolve a problem directly with the seller, go to the Online Resolution Centre and follow this process:

a. Open a Dispute

Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute.

b. Escalate the Dispute to a Claim

If you and the seller 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 an Item Not Received (INR), unless the Dispute is for USD 2,500 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 will close

the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection. You are permitted 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 "Item Not Received" to "Significantly Not as Described" (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.

c. **Respond to PayPal requests for information in a timely manner**

During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

d. **Comply with PayPal shipping requests in a timely manner**

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

For transactions that total less than 200.00 EUR (or the amount in the currencies set out below), proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL of the postal company's website if you selected "Other" in the drop-down menu. For transactions that total 200.00 EUR (or the amount set out in the currencies set out below) or more, you must get signature or another acceptable confirmation from the buyer of delivery. The amounts in other currencies applicable to this requirement are: 325.00 CAD, 150 GBP, 250.00 USD, 28,000 JPY, 350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 DKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, 400.00 SGD, 2,000.00 HKD, 380.00 NZD, 2,750.00 MXN, 1,000.00 ILS, 8,250.00 TWD, 9,000.00 THB, 12,500.00 PHP, 500.00 BRL, 750.00 ARS.

9.6 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item back to the seller that the buyer claims is Significantly Not as Described (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original postage costs. If a seller refuses to accept the item, 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 seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

9.7 What if my purchase is not eligible for re-imburement under PayPal Buyer Protection?

You may also look to resolve a problem directly with the seller 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 45 days of the date you sent the payment.** Once you have done so, you should attempt to resolve the Dispute directly with the seller. If your payment is not eligible under PayPal Buyer Protection, PayPal will not make a decision on the Claim.

9.8 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non-exhaustive examples:
- You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
 - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
 - The item was advertised as authentic but is not authentic.
 - The item is missing major parts or features that were not disclosed in the listing.
 - You purchased 3 items from a seller but received only 2.
 - The item was damaged during postage.
- b. An item is not Significantly Not as Described (SNAD) if it is not materially different from the seller's description. Here are some non-exhaustive examples:
- The defect in the item was correctly described by the seller.
 - The item was correctly described but you didn't want it after you received it.
 - The item was correctly described but did not meet your expectations.
 - The item has minor scratches and was listed as used condition.

9.9 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.

9.10 Relationship between PayPal Buyer Protection and chargebacks

Credit card chargeback rights, if they apply, may be broader than PayPal Buyer Protection. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 45 days after the payment, and may cover intangible items. You may pursue a Claim or Dispute with PayPal, or you may contact your credit card company or credit card issuer and pursue your chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Claim or Dispute with PayPal; and subsequently file a chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your chargeback rights. If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a chargeback or after your bank's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer (that is, the chargeback amount which is the amount paid through your credit card in the relevant transaction), we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller). Before contacting your card issuer or filing a Dispute with PayPal, you should contact the seller to resolve your issue in accordance with the seller's return policy as stated on their eBay listing or web site.

9.11 No Double Recovery.

You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal Buyer Protection for buyers if you have already received a recovery for that purchase directly from eBay or the seller."

2. Access to and provision of our Services

Section 10.6 has been amended to clarify existing wording relating to the scope of PayPal's liability arising from issues relating to the access to our Services or delays in the provision of our Services. Section 10.6 now reads as follows:

*"10.6 No Warranty. We provide the Services to you subject to your statutory rights but otherwise provided 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 you're your access to the Web Site(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 will endeavour to redeem E-money within 5 Business Days of the request for redemption being made but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because our Service is dependent upon many factors outside of our control, such as delays in the banking system or card networks. We make every effort to ensure that the information contained in our correspondence, reports, on the Web Site(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.**"*

• Amendment to the PayPal Privacy Policy

1. Notification of Changes

We have amended the wording in the first two paragraphs of this section to clarify the process by which we make changes to the Privacy Policy. The first two paragraphs of this section now read as follows:

"We may at any time amend, delete or add to this Privacy Policy (a "Change") by giving notice of such Change by posting a revised version of this Privacy Policy on the PayPal web site(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 relates to the addition of a new service, extra functionality to the existing Services 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 upon giving notice of it.

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

2. Binding Corporate Rules

We have added a new section to the Privacy Policy to clarify that, eBay Inc., the parent company of PayPal, has established a set of Corporate Rules. Depending upon your location, these rules may provide additional privacy rights through your privacy regulator or a court. This section reads as follows:

"In addition to the privacy practices set out in this Privacy Policy, eBay Inc., the parent company of PayPal, has established a set of Corporate Rules (also referred to as Binding Corporate Rules), approved by a number of European Union privacy regulators. These Corporate Rules are a commitment by eBay Inc. to adequately protect your personal information regardless of where the data resides, and depending upon your location, may provide additional privacy rights through your privacy regulator or a court. If you would like additional information regarding the Corporate Rules or contact us via the contact details below."

3. Information About You From Third Parties

We have added new wording to this section to clarify that PayPal may also collect information from

members of the eBay Inc. corporate family or other companies.

4. Our Use of “Cookies”

We have amended this section to further clarify how and why PayPal uses cookies and to remind you that you may encounter cookies from third parties when using the PayPal Services on websites we do not control. The relevant part of this section now reads as follows:

“We also use cookies to customise the PayPal Services, content, and advertising; measure promotional effectiveness, and promote trust and safety.

You may encounter cookies from third parties when using the PayPal Services on websites we do not control (for example, if you view a web page created by a third-party or use an application developed by a third-party, there may be a cookie placed by that web page or application).”

5. Internal Uses

This section has been amended to clarify that PayPal collects stores and processes your personal information on servers located throughout the World where PayPal facilities are located. This section now reads as follows:

“We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the world where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:

1. *provide the services and customer support you request;*
2. *resolve disputes, collect fees, and troubleshoot problems;*
3. *prevent potentially prohibited or illegal activities, and enforce our User Agreement;*
4. *customise, measure, and improve our services and the content and layout of our website;*
5. *tell you about targeted marketing, service updates, and promotional offers based on the communications preferences you have defined for your PayPal account (please refer to the section “Our contacts with PayPal Customers” below);*
6. *compare information for accuracy, and verify it with third parties.”*

6. Marketing

We have added a new section to the Privacy Policy to clarify how we use your information to improve and personalise the PayPal Services, content and advertising and how you may adjust your preferences in this regard. This section reads as follows:

“We may combine your information with information we collect from other companies and use it to improve and personalise the PayPal Services, content and advertising. If you don't wish to receive marketing communications from us or participate in our ad-customisation programs, simply indicate your preference by logging into your account and going to the Profile subtab under the My Account tab and adjusting your preferences under Account Information, or by following the directions provided with the communication or advertisement.”

7. Disclosure to Other PayPal Customers

This section has been amended to clarify how your information is used when you use third parties to access the PayPal Services. Specifically, if you open a PayPal account directly on a third party website or via a third party application your information may be shared with (and subject to the privacy policies of) that third party website or third party application. This section now reads as follows:

“If you are a registered PayPal user, your name, email address, Skype ID (if applicable), phone number (if applicable), date of sign-up, the number of payments you have received from verified PayPal users and whether you are a verified PayPal user are made available to other PayPal customers who you have paid or who are attempting to pay you using the PayPal Services. If you are a Business account holder, we will also display to other PayPal customers the website address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. However, your credit card number, bank account and other financial information will not be revealed to anyone who you have paid or who has paid you through the PayPal Services or third parties that use PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules or a court order or other legal process.

If you are buying goods or services and pay through PayPal, we may provide the seller with the shipping address for the goods and your billing address to complete your transaction. If you are making a donation through PayPal, we may provide the charity organisation with your billing address. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

We work with third parties, including merchants to enable them to accept or facilitate payments from or to you using the PayPal Services. In doing so, a third party may share information about you with us such as your email address or phone number, when a payment is sent to you or when you are attempting to pay that third party. We use this information to confirm that you are a PayPal customer and that PayPal can be used to make a payment or where a payment is sent to you to send you notification that you have received a payment. Also, if you request that we validate your status as a PayPal customer with a third party, we will do so. Please note that third parties you buy from and contract with may have their own privacy policies and PayPal is not responsible for their operations, including but not limited to their processing of personal data.

By accepting this Privacy Policy, you expressly agree and consent that each time you pay or attempt to pay another PayPal customer (including a merchant) by using your PayPal account, PayPal may transfer the aforementioned relevant data to the such PayPal customer who may be located outside of the European Union, in order to process, execute or otherwise deal and provide information about the payment.

If you open a PayPal account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly through the PayPal Services) will be shared with the owner of such third party website or application and your information may be subject to their privacy policies.”

8. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose data to them so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal’s handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

- a. Paragraph b of this section has been amended to allow PayPal to disclose User information accordingly, in response to requirements of credit card rules (the rules set by payment card associations). This paragraph now reads as follows:

“Disclose information in response to requirements of the credit card rules, civil or criminal legal process.”

- b. The Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

Customer Service Outsourcing		
Convergys Customer Management Group Inc. (UK)	To allow telephone and email customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
Credit Reference and Fraud Agencies		
Equifax Plc (UK), CRIBIS D&B S.r.l. (Italy).	To verify identity, make decisions concerning a customer’s credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, proof of identity, telephone number, legal form, time in business, company registration number, VAT number (if appropriate).
Bürgel Wirtschaftsinformationen GmbH & Co. KG (Germany)	To verify business identity	All account information
RSA Security Inc. and RSA Security Ireland Limited	To verify identity	All account information.
Commercial Partnerships		
Trustwave (US)	To provide customised services and assistance to Merchants using PayPal, to facilitate the process of becoming PCI DSS compliant.	Name, e-mail and PayPal account number
Marketing and public relations		
Carrenza Limited	To store user data for marketing campaigns	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of the PayPal Services offered or used and relevant transaction information.
Satmetrix Systems, Inc.	To conduct customer service surveys	Name, e-mail address, type

(USA)		of account, type and nature of the PayPal Services offered or used and relevant transaction information.
NorthStar Research Partners (USA)	To conduct marketing surveys	Name, email address, telephone number, type of account, type and nature of PayPal Services offered or used and relevant transaction information
Acxiom France (France)	To collect additional user information and better target marketing campaigns	Name, e-mail, address and phone number.
Adelanto (France)	To execute marketing campaigns for merchants	Name of the merchant, name of the contact person, e-mail, address, merchant website URL, type and nature of PayPal services offered or used.
Text100 AB (Sweden)	To answer media enquiries regarding customer queries	Name, address, customer account information relevant to customer queries
Operational services		
Transcom Worldwide S.A. (UK) and Newman & Company Limited (UK).	To collect debt	Name, date of birth, address, telephone number, account number, e-mail, account type and account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
Silverpop Systems Inc. (USA)	To fulfil e-mail operations in respect of the PayPal Services (including, but not limited to, operations, customer services, collections, marketing programs and promotions).	Name, e-mail, address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal Services offered or used and relevant transaction and account information.
Blue Media S.A. (Poland)	To verify identity and ensure that a user is a PayPal account holder. To process instant funding requests made by a user through the Blue Media services.	Name, Last name, e-mail address.
Consultix GmBH (France)	To assist in the creation of PayPal Business Accounts for merchants on boarding through their bank's payment gateway.	All information provided by the merchant (directly or via his bank) for the purpose of creating his PayPal Business Account (including, without limitation e-mail, address, business name, business contact details and bank account details).

- **Amendment to the PayPal Commercial Entity Agreements**

This amendment only applies to Users who entered into the PayPal Commercial Entity Agreements before 13 July 2010 and is effective on the Effective Date. PayPal is not a party to the PayPal Commercial Entity Agreements.

HSBC and National Westminster Bank PLC have each amended their agreements that form part of the suite of PayPal Commercial Entity Agreements. The key change to the PayPal Commercial Entity Agreements is the amendment to the HSBC Bank Commercial Entity Agreement For Credit Card Processing Services, where HSBC Merchant Services LLP joins HSBC Bank plc as a party to that agreement.

You can read the full text of the amended PayPal Commercial Entity Agreements [here](#).

Amendment to the PayPal Privacy Policy

Effective Date: Jan 21, 2010

 [Print](#)

- **Amendment to the PayPal Privacy Policy**

1. **Disclosure to Other PayPal Customers**

The Privacy Policy is being amended such that PayPal may provide the charity organization with your billing address if you are making a donation through PayPal.

2. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

HSBC Merchant Services LLP (UK), Discover Financial Services (USA),	To allow payment processing settlement services, fraud checking.	Name, address, details of user funding instruments, details of payment transactions.
Deutsche Bank AG (Germany, Netherlands, France, Spain)	To allow the processing of direct debits in Germany, Netherlands, France and Spain.	Name, date of transaction, amount, currency and user's bank account information.
La Poste (France)	To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution)	Any Account information necessary to resolve the issue or claim
CDGP (France)	To register the credit card issued by the credit company on the user's PayPal account and process of funding requests made by the same user.	Name, e-mail address, birth date (as the case may be), credit card number; expiry date, 3 digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.
KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Austria), Transcom Worldwide Limited. (UK), Clarity Credit Management Solutions Limited (UK), Infoscore Iberia (Spain).	To collect debt	Name, address, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain)	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
ID Checker.nl BV (Netherlands)	To verify identity	All account information and proof of identity.
P K Consultancy Limited (UK)	To assess risk and to help detect and prevent potentially illegal acts and violations of policies.	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities, account status and account performance information as required for the Purpose.

Amendment to the PayPal User Agreement

Effective Date: Aug 19, 2009

 [Print](#)

• Amendment to the PayPal User Agreement

1. Transferring your Account

Section 1.5 is being amended to clarify the position that you are unable to transfer a PayPal Account to another person. Section 1.5 will now read as follows:

“1.5 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 clause 4.1. "

2. Eligibility

Section 2.1 is being amended to clarify the eligibility requirements for receiving our Services. In particular, by using the PayPal Service you warrant to us if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary. Section 2.1 will now read as follows:

"2.1 Eligibility. To be eligible for our Services, you must be at least 18 years old and a resident of one of the countries listed on the [PayPal World-Wide](#) page. You further represent and warrant to us that if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary. This Agreement applies only to Users who are residents of the "send only" regions (these regions are further specified on the PayPal Website(s). If you are a resident of another country, you may access your agreement from the PayPal Website(s) in your country (if applicable)."

3. Third Party Initiated Payments (including Recurring Payments)

Section 3.7 is being amended to clarify how third party initiated payments (including Recurring Payments) work. Section 3.7 will now read as follows:

"3.7 Third party initiated payments (including Recurring Payments). A third party initiated payment is a payment in which you provide an advance Authorisation to a third party (for example, a merchant or eBay) 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 that can be managed via your PayPal Account. 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, sporadic, or recurring basis until you cancel your agreement 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. Third parties who present us with a payment request under this provision, 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). For Recurring Payments, you will have the option of selecting a Preferred Funding Source. If you do not select a Preferred Funding Source then the Default Funding Sources will apply. Recurring Payments are sometimes called "subscriptions", "preapproved payments" or "automatic payments."

4. Limiting access to your Account

Section 7.3 is being amended to clarify actions we may take if we suspect that your Account has been accessed without your authorisation when collecting from you any amounts for which you are liable. Section 7.3 will now read as follows:

"7.3 Account Closure and Limited Access. At our sole discretion (acting reasonably), we may close your Account and terminate this Agreement with you at any time where expedient to do so. If we close your Account, we will provide you with notice of Account closure and where practicable, the reasons for closing your Account. 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 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. "

5. Limitations of Liability

Section 10.5 is being amended to clarify the position on the limitation of our liability to you. Section 14.5 will now read as follows:

"10.5 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:

- i. 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
- ii. any loss or corruption of data; or
- iii. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or
- iv. 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, willful 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."

6. Licence Grant

Section 10.9 is being amended to clarify how you may use PayPal's software licensed to you under that section. Section 10.9 will now read as follows:

“10.9 Licence grant. 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.”

Amendment to the PayPal Privacy Policy

1. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

Customer Service Outsourcing

ICT Group Inc. (US)	To perform and facilitate telephone customer support.	Name, address, phone number, PayPal account number.
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Credit Reference and Fraud Agencies

Payment Trust Limited (UK), 192.com Limited, i-CD Publishing Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
World-Check (UK)	To verify identity	All account information

Financial Products

The Royal Bank of Scotland plc (United Kingdom), TSYS Card Tech Limited (United Kingdom), TSYS Managed Services EMEA Limited (United Kingdom), TSYS Systems Services Inc. (USA)	Joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, enforcement of terms and conditions for PayPal prepaid card	Name, address, e-mail, date of birth and account information
Société Générale, La Banque Postale, BNP Paribas and Crédit Mutuel (France)	Billing purposes	Only for merchants using PayPal through the partner's payment solution: merchant ID, number of PayPal transactions, transaction volume with PayPal and, as the case may be, termination of the PayPal account.
Cetelem S.A Cofidis and Cofinoga S.A. (France)	Registration of the credit card issued by the credit company on the user's PayPal account and processing of funding requests made by the same user.	Name, e-mail address, birth date (as the case may be), credit card number; expiry date, 3 digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.

Marketing and public relations

Responsys (USA)	Fulfilment of e-mail marketing programs of PayPal services and promotions.	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.
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Operational services

Digital River Inc. (US) Research in Motion Limited (US)	To enable you to access and use PayPal via a mobile device (for example, mobile phone or PDA)	Applicable details of your account information which are transmitted as part of your use of PayPal via a mobile device.
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2. Disclosure to Third Parties other than PayPal Customers - "All account information"

The paragraph sitting immediately below the tables in this section is being amended to clarify the definition of "All account information". The relevant paragraph will now read as follows:

"For the purpose of this table, the phrase "All account information" includes: name, address, e-mail, telephone number, IP address, account number, account type, details of funding instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements and reports, account preferences, details of identity collected as part of our "know your customer" checks on you, and customer correspondence."

Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009



- **Amendment to the PayPal Acceptable Use Policy**

Beginning June 3, 2009 the PayPal Acceptable Use Policy is being amended to include a new Section 4 as follows:

Prohibited Activities

You may not use the PayPal service for activities that:

"4. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent"

Amendment to the PayPal User Agreement

Effective Date: Jun 03, 2009



- **Changes to the PayPal User Agreement**

I. Changes to the PayPal User Agreement**A. In clause 8 of the User Agreement:**

- We have made the following change:

Sending Payments (excluding Mass Payments)	Free	The sender of a Personal Payment made via the "Personal" tab in the "Send Money" feature may chose to pay the fee, if a fee applies to that payment.
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B. In clause 7 of the User Agreement, we added the following:

"We may reverse a payment (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy".

C. PayPal is modifying the terms of its Buyer Protection Programme. The new terms below will apply to Claims filed beginning June 3, 2009.

9. Disputes between Buyers and Sellers - Buyer Protection Programs**"9.1 How am I protected if I have a problem with a purchase?"**

PayPal has 2 programmes to help protect you:

- PayPal Buyer Protection (for eligible items purchased via your PayPal Account and made on eBay; and
- PayPal Buyer Complaint Policy (for all items purchased using PayPal off eBay).(together, referred to as "PayPal's protection for buyers").

Please note that PayPal's protection for buyers only applies if you use your PayPal Account to make a purchase.

9.2 What types of problems are covered?

PayPal Buyer Protection helps you with either of these problems:

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

PayPal Buyer Complaint Policy only helps you with INR problems.

If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at the bottom of the home page of the PayPal Website.

9.3 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non exhaustive examples:
 - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
 - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
 - The item was advertised as authentic but is not authentic.
 - The item is missing major parts or features that were not disclosed in the listing.
 - You purchased 3 items from a seller but received only 2.
 - The item was damaged during postage.
- b. An item is not Significantly Not as Described (SNAD) if it is materially similar to the seller's description. Here are some non exhaustive examples:
 - The defect in the item was correctly described by the seller.
 - The item was correctly described but you didn't want it after you received it.
 - The item was correctly described but did not meet your expectations.
 - The item has minor scratches and was listed as used condition.

9.4 What items are not covered by PayPal's Protection for buyers

PayPal's protection for buyers only applies to payments for certain tangible, physical goods. Payments for: intangibles, services, real estate, businesses, vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats), custom made items, airline flight tickets, eBay classified advertisements, items prohibited under our Acceptable Use Policy or licenses and other access to digital content (collectively, "Ineligible Items") are not eligible under PayPal's protections for buyers. Please also note that "Significantly Not as Described" Claims which are associated with a purchase of an item outside of eBay are **not** eligible for re-imbusement under any of PayPal's protection for buyers. Please also note that Personal Payments are **not** eligible for re-imbusement under any of PayPal's protection for buyers.

PayPal Buyer Protection

9.5 What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:

- a. Use PayPal to purchase an eligible item on eBay.
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
 - The eBay "Pay Now" button or the eBay invoice, or
 - The "Send Money" button of your PayPal account by selecting "eBay Item" and entering your eBay User ID and the eBay item number.
- d. Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under "Dispute Resolution."
- e. Keep your PayPal account in good standing.

9.6 How do I know if I'm purchasing an eligible item on eBay?

- a. Look for the buyer protection message in the eBay listing. If you see this message and you meet the eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to "my eBay," then "won," and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.
- b. Not all eBay websites offer PayPal Buyer Protection. Your eligibility to receive a payment and the terms applicable to you, will be dependent upon the terms of the protection programme set out on the eBay site where you placed your winning bid or where you purchased through the 'buy it now' feature. Some eBay sites do not provide PayPal Buyer Protection and may offer a different form of protection (e.g. eBay Standard Purchase Protection Program).

9.7 How much coverage do I get with PayPal Buyer Protection?

PayPal will re-imburse you for the full purchase price of the item and the original shipping costs, up to the covered cap specified in the applicable buyer protection message (provided that you are eligible for payment). The amount of coverage varies based on the currency and the country of the eBay website where the purchase was made. PayPal will not reimburse you for the shipping costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods.

9.8 Dispute Resolution

If you are unable to resolve a problem directly with the seller, go to the Resolution Centre and follow this

process:

a. **Open a Dispute**

Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute.

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

If you and the seller 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 an Item Not Received (INR), unless the Dispute is for \$USD 2,500 or more (or currency equivalent). If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal's protection for buyers. You are permitted 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 "Item Not Received" to "Significantly Not as Described" (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.

c. **Respond to PayPal requests for information in a timely manner**

During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

d. **Comply with PayPal shipping requests in a timely manner**

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

For transactions that total less than €200.00 EUR (or the amount in the currencies set out below), proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL of the postal company's website if you selected "Other" in the drop-down menu. For transactions that total £150.00 GBP (or the amount set out in the currencies set out below) or more, you must get signature or another acceptable confirmation from the buyer of delivery. The amounts in other currencies applicable to this requirement are: \$325.00 CAD, £150.00 GBP, \$250.00 USD, ¥28,000 JPY, \$350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 DKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, \$400.00 SGD, \$2,000.00 HKD, \$380.00 NZD, 2,750.00 MXN, 1,000.00 ILS,

9.9 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item that the buyer claims is Significantly Not as Described back to the seller (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. If a seller refuses to accept the item, 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 seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

PayPal Buyer Complaint Policy

9.10 What is the PayPal Buyer Complaint Policy?

The PayPal Buyer Complaint Policy is a process to help you resolve a problem directly with the seller through the PayPal Resolution Centre for purchases that are made off eBay. It enables buyers to file a Dispute for an Item Not Received (INR) only. By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Received (INR) Dispute to a Claim.

Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed a recovery. If the Claim is decided in your favour, your recovery is limited to the amounts that PayPal can recover from the seller's Account.

9.11 What is the process for the Buyer Complaint Policy

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Centre within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

9.12 What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some – but not all – Claims.

9.13 What if PayPal makes a final decision in my favour?

If PayPal makes a final decision in your favour, we will collect any available funds in the seller's PayPal balance at that time. **However, recovery is not guaranteed and is limited only to the amounts that PayPal can recover from the seller's Account.** Any amounts collected from the seller will be placed in your Account.

Assumption of rights

9.14 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.

Relationship between PayPal's protection programs and chargebacks

9.15 Credit card chargeback rights, if they apply, may be broader than PayPal protection programs. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 45 days after the payment, and may cover intangible items.

You may pursue a Claim or Dispute with PayPal, or you may contact your credit card company or credit card issuer and pursue your chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Claim or Dispute with PayPal; and subsequently file a chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your chargeback rights

If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a chargeback or after your bank's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer (that is, the chargeback amount which is the amount paid through your credit card in the relevant transaction), we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller).

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

9.16 No Double Recovery. You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal's protection for buyers if you have already received a recovery for that purchase directly from eBay or the seller.

II. Changes to the PayPal Privacy Policy

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

Customer Service Outsourcing		
Nuance Communications, Inc. (USA)	Calibrate and optimize speech recognition performance for telephone customer support services	Recordings of a sample of customer support telephone calls, which may include any or all account information transmitted during the call.
Credit Reference and Fraud Agencies		
CRIF (Italy), Cerved B.I (Italy), Graydon (UK), iQor Recovery Services Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
Group companies		
eBay Partner Network, Inc. (USA), Kijiji US, Inc. (USA), mobile.de & eBay Motors GmbH (Germany), StubHub, Inc. (USA), Viva Group, Inc. (USA), ProStores Inc. (USA), MicroPlace, Inc. (USA), Internet Auction Co., Ltd. (Korea), Via-Online GmbH (Germany)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
Agencies		
European Consumer Centre Network organisations located in Bulgaria and the United Kingdom	To request information within their authority and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information

Amendment to the PayPal Privacy Policy

Effective Date: Feb 11, 2009

 [Print](#)

• Amendment to the PayPal Privacy Policy

Beginning February 11, 2009 the PayPal Privacy Policy is being amended as follows:

The Privacy Policy is being amended so that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

Group companies:

eBay Inc. (USA), eBay Europe S.à.r.l. (Luxembourg), eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), Skype Communications SA (Luxembourg), Skype Inc. (USA), Skype Software SA (Luxembourg), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited, Marktplaats B.V (Netherlands), Tradera AB (Sweden)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
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Credit Reference Agencies

Callcredit plc., Experian Limited and Dun & Bradstreet Limited (United Kingdom), CIFAS (UK), Coface (France), Synectics Solutions Limited (UK), Equifax Ltd (UK), MCL Hunter (UK), GB Group plc (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)
SCHUFHolding AG (Germany)	Verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering. To determine credit worthiness of a merchant using eBay Express in Germany.	Name, address, date of birth, gender

The privacy Policy has also been amended to inform you that we can contact you by phone in order to confirm information concerning your identity, business or account activity and to allow and clarify that if you provide personal information by sending money to another PayPal customer and that customer provides us with details of your personal information, PayPal may add this personal information to your account profile and use this information in further transactions you make with us.

Amendment to the PayPal User Agreement

Effective Date: Feb 11, 2009

 [Print](#)

• Amendment to the PayPal User Agreement

Beginning February 11, 2009 PayPal User Agreement is being amended as follows:

For clarification purposes, the following definitions have been modified (clause 14):

- i. **"Chargeback"** means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.
- j. **"Claim"** means a challenge to a payment that a buyer files directly with PayPal.

Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008

 [Print](#)

• Prohibited Activities

Beginning November 5, 2008 the PayPal Acceptable Use Policy is being amended as follows:

Section 5 is being revised to include activities with an entry fee and a prize, including games of skill and sweepstakes. The new language is as follows:

Prohibited Activities

You may not use the PayPal service for activities that:

"5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayPal and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law."

Amendment to the PayPal Privacy Policy

Effective Date: Nov 05, 2008

 [Print](#)

• Amendment to the PayPal Privacy Policy

Beginning November 5, 2008 the PayPal Privacy Policy is being amended as follows:

The Privacy Policy is being amended so that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

Operational services

KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Germany), NCO Collections Europe Limited, Robinson Way, Intrum Justitia Limited (UK), Compagnie Française du Recouvrement (France)	Debt collection	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities.
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Amendment to the PayPal User Agreement

Effective Date: Nov 05, 2008

 [Print](#)

• Amendment to the PayPal User Agreement

Beginning November 5, 2008 the PayPal User Agreement is being amended as follows:

1. Clause 10.2(c) is being amended to allow PayPal to request information from you if PayPal has reason to believe that you have engaged in any Restricted Activities. It will read:

"We may request information from you or otherwise update inaccurate Information you provided us;"

Amendment to the PayPal Privacy Policy

Effective Date: Sep 03, 2008

 [Print](#)

• Amendment to the PayPal Privacy Policy

Beginning September 3, 2008 the PayPal Privacy Policy is being amended as follows:

1. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended to clarify how PayPal may disclose certain PayPal customer information to fraud prevention agencies and other third parties required to operate the PayPal service.

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

Marketing and public relations

Noesis srl (Italy), Lansons Communications (United Kingdom), Text 100 (Spain and Netherlands) and I&E Consultants (France)	Response to media enquiries regarding customer queries	Name, address, customer account information relevant to customer queries
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Financial Products

Société Générale, La Banque Postale and BNP (France)	Billing purposes	Only for merchants using PayPal through the partner's payment solution: merchant ID, number of PayPal transactions and, as the case may be, termination of the PayPal account.
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Amendment to the PayPal Privacy Policy

Effective Date: Jul 09, 2008

 [Print](#)

• Financial Products

Beginning July 9, 2008 the PayPal Privacy Policy is being amended as follows:

1. Disclosure to other PayPal customers

The Privacy Policy is being amended such that PayPal will disclose to a buyer, a seller's address so that goods can be returned to a seller to facilitate the PayPal dispute resolution programs.

2. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

Financial Products

Third party	Purpose of disclosure	Customer information
The Royal Bank of Scotland plc (United Kingdom), TSYS Card Tech Limited (United Kingdom), TSYS Managed Services EMEA Limited (United Kingdom), TSYS Systems Services Inc. (USA)	Joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, enforcement of terms and conditions for PayPal prepaid card	Name, address, e-mail and account information

Group Companies

Third party	Purpose of disclosure	Customer information
eBay Inc. (USA), eBay Europe S.á r.l. (Luxembourg), eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), Skype Communications SA (Luxembourg), Skype Software SA (Luxembourg), Skype Inc. (USA), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited, Marktplaats B.V (Netherlands)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information

Agencies

Third party	Purpose of disclosure	Customer information
CSSF (Luxembourg) Financial Ombudsman Service (United Kingdom), Altroconsumo (Italy), European Consumer Centre Network organisations located in Austria, Belgium, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the, Les Mediateurs du Net (France), BaFin (Germany)	To request information within their authority and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information

Amendment to the PayPal User Agreement

Effective Date: Jul 09, 2008

 [Print](#)

- **Changes to PayPal fee structure – bank return fee and credit card confirmation fee**

Beginning July 9, 2008 the PayPal User Agreement is being amended as follows:

1. Changes to PayPal fee structure – bank return fee and credit card confirmation fee

PayPal will be amending clause 5 of the User Agreement to clarify the following fees:

PayPal customers will pay a fee of 3 Euros (or currency equivalent) by way of a "Bank Return Fee" which is charged when a withdrawal is attempted by a user from their PayPal account into their bank account and it fails because the incorrect bank account information or delivery information was provided.

The Expanded Use Fee will be replaced with a charge known as the "Credit Card Confirmation Fee". The fee amount will not be amended but the amount will be refunded when a customer successfully completes the credit card confirmation process.

2. Account closure and Limited Access

Clause 7.3 of the User Agreement is amended such that if we close a customer's PayPal account under the terms of this provision, PayPal will also have the right to terminate the Agreement with the customer.

Amendment to the PayPal Privacy Policy

Effective Date: May 14, 2008

 [Print](#)

- **Amendment to the PayPal Privacy Policy**

Beginning May 14, 2008 the PayPal Privacy Policy is being amended to provide for further third parties that we may disclose customer information and to clarify the purposes to which this information is disclosed.

Amendment to the PayPal User Agreement

Effective Date: May 14, 2008

 [Print](#)

- **3.9 Sending E-money in Multiple Currencies.**

Beginning May 14, 2008 the PayPal User Agreement for the Send Only Region is being amended as follows:

(1) PayPal is pleased to announce that it will be introducing two new currencies as part of its multi-currency feature, the Mexican Peso and the Israeli New Shekels. With the introduction of these new currencies, there are a variety of consequential amendments needed to be made to the user agreement to include references to these currencies. These are set out below.

Clause 3.9 will be amended to read:

3.9 Sending E-money in Multiple Currencies. You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Australian Dollars, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Polish Zloty, Singapore Dollar, Swedish Krona and Swiss Franc. 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).

The Exchange Rate & Fee in section 5 of this Agreement will apply whenever PayPal performs a currency conversion.

Clause 5 with respect to mass payment fees will be amended to read:

Sending Payments through Mass Payments	2% up to a maximum of the "Payment Cap" per recipient	Payment Cap (depending on the payment currency): £0.65 GBP, €0.85 EUR, \$1.00 USD, \$1.25 CAD, ¥120 JPY, \$1.25 AUD, 1.30 CHF, 6.25 NOK, 9.00 SEK, 6.00 DKK, 3.00 PLN, 210 HUF, 24.00 CZK, \$1.60 SGD, \$7.00 HKD, 4.00 ILS, \$11.00 MXN, \$1.50 NZD
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(2) PayPal is adding a provision with respect to the manner by which it makes available its software to its customers. A new clause 10.9 will be added to read:

10.9 Licence grant. 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 accompanying the Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal.

Amendment to the PayPal Privacy Policy

Effective Date: Mar 05, 2008



- **Amendment to the PayPal Privacy Policy**

PayPal is amending the PayPal Privacy Policy to add the details of its additional payment processing partners.

Amendment to the PayPal User Agreement

Effective Date: Mar 05, 2008



- **Amendment to the PayPal User Agreement**

PayPal is amending section 8 of the French, Italian, Spanish, Belgian, Dutch, Polish and Send only regions User Agreements to provide that the Expanded Use Fee will now be credited to your PayPal account only after you successfully complete your expanded use enrollment.

PayPal is amending section 10.2 of the French, Italian, Spanish, Belgian, Dutch, and Polish User Agreements (and section 7.2 of the Send Only regions User Agreement) to allow PayPal to take the actions described in that section if PayPal has reason to believe that you have engaged in any of the Restricted Activities. The prior language allowed PayPal to take the actions described in that section if you engaged in any of the Restricted Activities.

PayPal is amending section 12.9 of the Belgian, Italian, Dutch, Polish and French User Agreements to clarify that Live auctions and vehicles are not eligible for PayPal Buyer Protection.

Amendment to the User Agreement and Privacy Policy

Effective Date: Jan 25, 2008



- **Amendment to the User Agreement and Privacy Policy**

Beginning January 25, 2008 the PayPal service, PayPal Europe User Agreement, and/or Privacy Policy (as the case may be) will be amended as set out below.

Restricted Activities

The PayPal Europe User Agreement will be amended to clarify the restricted activity in clause 9.1(o) (clause 6.1(p) for the Send only regions User Agreement) such that it will be amended to read: "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 allow your Account to have an amount reflecting an amount owing to us or otherwise undertake activity that does or may present a credit or fraud risk to us".

Payment Review

The PayPal User Agreement for France, Spain, the Netherlands, Italy and Belgium will be amended to include the following new clause 4.5:

"4.5 Payment Review. Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the seller to delay the shipping of the item. PayPal will conduct a review and either complete or reverse the payment. If the payment is completed, PayPal will provide notice to the seller. Otherwise, PayPal will reverse the payment and the funds will be returned to the buyer. All payments that complete Payment Review are still subject to being reversed under the terms of this Agreement. 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 not a review nor a representation by PayPal as to the commercial dealings or otherwise character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person."

Recurring payments

Clause 3.9 of the Netherlands, Spain and France PayPal User Agreement, clause 3.8 of the Belgium, Italy and Poland User Agreement and clause 3.7 of the Send only regions User Agreement will be amended to clarify that PayPal is not obligated to verify or confirm the amount the merchant presents to PayPal for the purpose of processing a Recurring Payments. Merchant users also warrant to PayPal that the amounts they present to us to process as a Recurring Payment have been agreed and consented to by the buyer (including changes to these amounts).

Amendments to the PayPal Privacy Policy

The PayPal Europe Privacy Policy will be amended (i) to allow PayPal to contact you by telephone for the purposes of processing claims made via PayPal, and (ii) to provide for the disclosure of your personal data to additional recipients and/or countries.

Amendment to User Agreement and Privacy Policy

Effective Date: Oct 25, 2007



- **Amendment to User Agreement and Privacy Policy**

Beginning October 25, 2007, the PayPal service, PayPal Europe User Agreement, and/or Privacy Policy (as the case may be) will be amended as set out below.

Bank withdrawal functionality for Luxembourg customers

The PayPal Europe service will permit customers registered in Luxembourg to withdraw funds from their PayPal account into their applicable registered bank account.

American Express

The PayPal Europe service will permit customers in all countries within Europe to fund their payments with their American Express credit cards.

Clarifying a PayPal user's "verified" status and an amendment to the receiving and withdrawal limits

The PayPal Europe User Agreement will be amended to clarify how PayPal customers can obtain "Verified" status and to also amend the amounts and procedure required to lift your receiving and withdrawal limits.

To obtain verified status you must complete the following steps depending on your Account status:

For UK customers: Personal Account holders: 1) Set up Direct Debit; and 2) Complete the Random Deposit Process. Premier/Business Account holders: 1) Set up Direct Debit; (2) Complete the Random Deposit Process; and 3) Provide supplemental business information.

For French, Spanish and Dutch customers: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.

For Italian, Belgian, Polish and non PayPal localised European countries customers: add a credit card and complete the Expanded Use Programme.

In particular, customers will have an increased receiving limit of £1,700.00 GBP/€2,500.00 EUR which is measured each calendar beginning on the date there was activity on the PayPal account.

To increase this limit, a UK user will need to: 1) Set up Direct Debit and complete the Random Deposit Process 2) confirm their location via your telephone or post and complete the Expanded Use Programme and 3) for Premier and Business Account holders, provide supplemental business information.

For customers to lift their receiving limit in France, Spain and the Netherlands, they will need to: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers) or add a credit card and complete the Expanded Use Programme; 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

For customers to lift their receiving limit in Italy, Belgium, Poland and all other non-PayPal localised European countries they will need to: 1) add a credit card and complete the Expanded Use Programme; 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.

The withdrawal limit on your Account is £500.00 GBP (or €750.00 EUR for non UK Users) per month (reset each month following the date you first opened your Account) or if this limit is not reached, £650.00 GBP (or €1,000.00 EUR for applicable non-UK Users) per calendar year starting from the date that payment activity first took place on your Account. In order to lift the withdrawal limit, customers will be required complete the steps set out below:

In the UK: 1) Set up Direct Debit and complete the Random Deposit Process; 2) confirm your location via your telephone or post; or complete the Expanded Use Programme and 3) for Premier and Business Account holders provide supplemental business information.

For French, Spanish and Dutch customers: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.

For Italian, Belgian, Polish and non PayPal localised European countries customers: add a credit card and complete the Expanded Use Programme.

Clarification that Personal Account holders may receive a certain number of Card Funded Payments for eBay transactions

The PayPal Europe User Agreement applicable to UK customers will be amended to clarify that Personal Account holders will be permitted to receive a certain number of Card Funded Payments as further highlighted in clause 8 of the User Agreement.

Amendment to the PayPal Privacy Policy

The PayPal Europe Privacy Policy will be amended (i) to allow PayPal to contact you by telephone for the purposes responding to your request for customer service and to inform you of potentially suspicious transactions, (ii) to provide for the disclosure of your personal data to additional recipients and/or countries, and (iii) to clarify that if you request that we validate your status as a PayPal customer with a third party, we will do so.

Amendment to the User Agreement and Privacy Policy

Effective Date: Aug 23, 2007

 [Print](#)

- **Amendment to the User Agreement and Privacy Policy**

Beginning August 23, 2007, the PayPal Europe User Agreement will be amended to increase the amount of a fine for a breach of the Acceptable Use Policy from 350 GBP to up to 1,350 GBP. The PayPal Europe User

Agreement will also be amended to clarify that applicable users who can use the PayPal mobile browser service will be liable to pay PayPal the standard merchant fee rate of 3.4% + 20p for every payment they receive via PayPal Mobile. The PayPal Europe Privacy Policy will also be amended to allow PayPal to contact you by telephone for the purposes of carrying out customer service surveys.

Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme

Effective Date: Jun 07, 2007

 [Print](#)

- **Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme**

Beginning June 7, 2007, the PayPal (Europe) Ltd. Buyer Complaint Policy and the PayPal Buyer Protection programme will be amended. For users registered in the UK, Ireland, France, Italy, Belgium, Spain and The Netherlands, PayPal will no longer apply the terms of eBay's standard purchase protection programme to eligible claims, but will rather increase the scope of the PayPal Buyer Protection programme to generally cover all eBay listings up to a basic tier amount and to also cover all eligible listings up to a top tier amount. The terms of eligibility for a basic tier payment and a top tier payment will be dependent upon the terms of coverage set out on the relevant eBay site where the winning bid is placed. The terms of the Buyer Complaint Policy and the Buyer Protection Programme will also be amended to exclude claims relating to airline travel sales.

Amendment to the Payments (Sending, Receiving and Withdrawals) Policy

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Beginning May 3, 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for applicable French and Spanish account holders will have the option of either validating their bank account details or completing the Expanded Use program.

Amendment to the Preapproved Payments Policy

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Preapproved Payments Policy**

Beginning May 3, 2007, the PayPal (Europe) Ltd. Preapproved Payments Policy will be amended to set out the terms of PayPal's recurring billing functionality. In particular, the policy will be amended to set out the terms by which a buyer provides an advance authorisation to a merchant to allow that merchant to receive payments from the buyer's PayPal Account directly on a one-time, regular or sporadic basis in accordance with the buyer's agreement with the merchant.

Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy

Effective Date: Mar 08, 2007

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- **Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Beginning March 8, 2007, the PayPal (Europe) Ltd. Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy will be amended to reflect the fact that Personal Account holders will be able to accept an unlimited number of PayPal payments funded by cards which are also sent via Skype. There will be no change to the fees payable on receipt of card funded payments.

Amendment to the Payments (Sending, Receiving and Withdrawals) Policy

Effective Date: Mar 08, 2007

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- **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Beginning March 8, 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for UK account holders will now only involve a user to set up their bank account via direct debit, complete the 'random deposit' process and if you are a Premier or Business account holder, provide supplemental business information. UK verified users will still require to complete the 'Expanded Use Process' to lift their withdrawal limit.

Amendment to the Privacy Policy

Effective Date: Mar 08, 2007

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- **Amendment to the Privacy Policy**

Beginning March 8, 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.

- **Amendment to the Privacy Policy**

Beginning March 8, 2007, the PayPal (Europe) Ltd. Privacy Policy will be amended to reference that a user's Skype ID will be a further form of personal information that will be processed by PayPal when users send funds or receive notification of a payment via PayPal using Skype.

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