User Agreement for PayPal Service

Last Update: Jul 1, 2015



This Agreement contains eleven sections. You may jump directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions in Section 11. Underlined words in this Agreement and on our website hyperlink to relevant information.

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This Agreement is a contract between you and PayPal and applies to your use of the Services. The terms of the Privacy Policy and Acceptable Use Policy located on the "Legal Agreements" landing page are incorporated by reference into this Agreement and provide additional terms and conditions related to the Services.

All future Changes set out in the <u>Policy Update</u> already published on the "Legal Agreements" landing page of the PayPal website at the time you register for the Services are incorporated by reference into this Agreement and will take effect as specified in that <u>Policy Update</u>.

This Agreement, together with other legal terms and legally required disclosures relating to your use of the PayPal Service will be provided to you, at all times on the PayPal website(s)

(typically located on the "Legal Agreements" landing page). This information may also be sent to you or appear in places on the PayPal website(s) or otherwise where relevant to your use of the Services

By registering for the Services, you must read, agree with and accept all of the terms and conditions contained in this Agreement (including the policies referred to above). We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.

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

IMPORTANT

This is an important document which you must consider carefully when choosing whether to use the Services at any time. This Agreement also highlights certain risks on using the Services together with guidance on how to safely carry out online payments via PayPal. You must consider such risks and guidance when using PayPal.

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

- We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds for up to 180 days if you carry out any Restricted Activities (as further set out in clause 6).
- If you wish to open a Dispute through PayPal's Online Resolution Centre you must do so within 180 days of making your payment.

For more information about the PayPal service, please read our <u>Key Payment and Service</u> Information.

1. Our Relationship With You

1.1 PayPal is only a Payment Service Provider.

PayPal is duly licenced as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended (the "Law") and is under the prudential supervision of the Luxembourg supervisory authority, the *Commission de Surveillance du Secteur Financier*, with registered office in L-2449 Luxembourg.

PayPal's main business is the issuance of E-money and the provision of services closely related to the issuance of E-money. Since the service is limited to E-money, which does not qualify as a deposit or an investment service in the sense of the Law, you are not protected by the Luxembourg deposit guarantee schemes provided by the Association pour la Garantie des Dépôts Luxembourg (AGDL). As the Services are on a send only basis, you may not maintain a balance in your Account. PayPal enables you to make payments to third parties. PayPal is an independent contractor for all purposes. PayPal does not have control of nor, assumes the liability or legality for the products or services that are paid for with our Service. We do not guarantee the identity of any User or ensure that a buyer or a seller will complete a transaction. Please note that there are risks of dealing with underage persons or people acting under false pretence

- **1.2 Your Privacy.** Protecting your privacy is very important to PayPal. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information. We disclose information concerning you and your Account to third parties in the manner set out in our **Privacy Policy**. You instruct and consent for us to do this, and further acknowledge that we may amend the Privacy Policy to amend the list of third parties (such as adding further service providers and outsourcing partners) to whom we disclose your personal and account information.
- **1.3 Privacy of Others.** If you receive Information about another User through the Service, you must keep the Information confidential and only use it in connection with the Service. You may not disclose or distribute a PayPal User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent and/or instruction to do so.

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

- **1.4 Intellectual Property.** The URLs representing the PayPal WebSite(s), "PayPal," and all related logos of our products and services described in our WebSite(s) are either copyrighted by PayPal, trademarks or registered trademarks of PayPal or its licensors. In addition, all page headers, custom graphics, button icons, and scripts are either copyrighted by PayPal, service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify, alter, amend or use them without our prior written consent.
- **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.
- 1.6 Notices to You. We will communicate with you in the language(s) in which we have made available this Agreement to you. You agree that PayPal may provide notice to you by posting it on the PayPal Website(s), emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. With the exception of amendments to this Agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the PayPal Website(s) or email to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting PayPal as described in section 1.7 below. PayPal may charge you a Records Request Fee (per Schedule 1) to provide a paper copy. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic communications.
- **1.7 Notices to PayPal.** Notices to PayPal made in connection with this Agreement must be sent by postal mail to: PayPal (Europe) S.à r.l. et Cie, S.C.A. Attention: Legal Department 5th Floor 22-24 Boulevard Royal L-2449, Luxembourg.
- 1.8 Amendments to this Agreement. We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account (as set out in Schedule 1) (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the PayPal website(s). A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which we believe in our reasonable opinion to

neither reduce your rights nor increase your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately.

If you do not accept any Change, you must close your Account following the account closure procedure set out in section 4.1. If you do not object to a Change by closing your Account within the 2 month notice period, you will be deemed to have accepted it. While you may close your Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement.

1.9 Transaction History.Unless your Account is fully restricted, you can access your transaction history and Balance by logging into your Account and clicking on the "History" tab.

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2. Eligibility and Types of Accounts

- **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 Worldwide** page. You further represent and warrant 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 an undisclosed principal or a third party beneficiary. If you are not acting for the company that employs you, the new Account must be in your own name. 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).
- 2.2 Personal and Business Accounts. We offer the following types of Accounts: Personal and Business Accounts. Unless otherwise agreed, you may hold not more then one Personal Account and one Business Account. Holders of certain Personal Accounts may be required to upgrade their accounts (which may include providing further information to PayPal) in order to use all of the current functionality available in a Personal Account. By opening a Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes.

2.3 Verified status.

- a. To obtain verified status you must complete the following steps: add a credit card and complete the Expanded Use Program.
- b. PayPal may, from time to time, make available to you other methods or procedures for you to obtain "Verified" status. By highlighting a user as "Verified", PayPal is only representing that the Verified user has completed the steps set out in section 2.3(a). Further to section 1.1 and by attributing verified status to a user, PayPal is not guaranteeing, undertaking nor otherwise representing that a verified user will complete a commercial transaction.
- **2.4 PayPal as Login Method.** If you use PayPal as means of logging into external websites or mobile apps, we may share your login status with any third party offering this Service as a login method, as well as the personal and other Account information that you consent to being shared so that the third party can recognise you. PayPal will not give such third party access to your PayPal Account and will only make payments from your Account to that third party with your specific authorisation.

If you offer this Service as a means for visitors to log into your website, app, or otherwise for your customer accounts, you must agree to any specific terms applicable when this functionality is made available to you, and comply with any specifications in any integration manual or guideline. PayPal does not guarantee or otherwise represent the identity of any user of this login method. PayPal will not share with you the personal and other Account information of the user (including login status) held by PayPal unless the user has consented to our disclosure of that information to you.

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3. Sending Money

- **3.1 Sending Limits.** We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service. You can view the periodic sending limit on your Account by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page.
- **3.2 Lifting your sending limit.** In order to lift your sending limit, you must complete the following steps: add a credit card and complete the Expanded Use Program. We may also require other information from you to assist us in lifting your sending limit and you agree to comply with any request for further information as we may reasonably require to enable us to lift this limit.

- **3.3 Default Funding Sources.** When you make a payment you authorise us to obtain funds on your behalf from your applicable Funding Source, to issue E-money and to transfer the E-money to the recipient or to your Balance in each case according to your instructions and subject to the terms of this Agreement.
- **3.4 Funding Source Limitations.** In order to manage risk, PayPal may limit the Funding Sources available for a transaction. You may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory (for instance, if one of your Funding Sources is your credit card but, as a result of a limitation of Funding Sources, you cannot fund your PayPal payment by credit card, you will not have chargeback rights for the PayPal payment).
- **3.5 Refused Transactions.** When you send E-money, the recipient is not required to accept it. You agree that you will not hold PayPal liable for any damages resulting from a recipient's decision not to accept a payment made through the Service. We will:
 - a. Quickly return any refunded or denied payment to your Balance or as appropriate, your original Funding Source; and
 - b. Return any unclaimed payment to your Balance within 30 Days after the date you initiated the payment.
- 3.6 Merchant Processing Delay. When you send a payment to certain merchants, you are providing an Authorisation to the merchant to process your payment and complete the transaction. The payment will be held as pending until the merchant processes your payment. Some merchants may delay processing your payment. In such an instance, your Authorisation will remain valid for up to 30 Days. If your payment requires a currency conversion by us, the amount of the Exchange Rate & Fee (per Schedule 1) will be determined at the time the merchant processes your payment and completes the transaction. Between the time you authorise a payment and the time the payment is processed, the merchant may amend the payment amount (for example, to account for taxes, postage or amendments to the purchase you made with the merchant). You agree, at the time of Authorisation, to authorise a payment to be made to the merchant up to the amount which is highlighted as being the 'maximum amount' (or similar) on the payment authorisation page. This is to include any additional amounts which may be payable by you to the merchant, as subsequently agreed by you and the merchant. You further agree that we are not required to verify this additional amount with you at the time the payment is transferred and that we may transfer any amount up to the 'maximum amount' (or similar)

on the basis of your authorisation and upon receiving instructions from the merchant of the final payment amount.

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

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

By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time basis, sporadic, or on a (sporadically or periodically) 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.

Prospective Payment Recipients acting under the above Authorisations 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) and that they will give prior notice of the deduction to the User.

- 3.8 Canceling Recurring Payments. You may cancel a Recurring Payment at any time up to 1 Business Day prior to the date the payment is scheduled to be made. You may cancel a Recurring Payment bylogging in to your Account, access the "My Account" tab, then accessing the "Settings" tab, then in the "Payment settings" section, clicking on "Recurring Payments" and follow the instructions to cancel the payment. Please keep in mind that Recurring Payments are sometimes referred to as subscriptions or preapproved payments. In addition, if you cancel a Recurring Payment you may still be liable to the merchant for the payment and be required to pay the merchant through alternative means.
- **3.9 Sending E-money in Multiple Currencies.** You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Argentine Peso, Australian Dollars, Brazilian

Real, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Philippine Peso, Polish Zloty, Singapore Dollar, Swedish Krona, Swiss Franc Thai Baht and Taiwan New Dollar. There may be some restrictions with regard to where you can send certain currencies. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency (in some cases, the merchant may not give you a choice).

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

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4. Closing Your Account

- **4.1 How to Close Your Account.** You may close your Account at any time by logging in to your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes. You must withdraw your Balance no later than the time you close your Account and terminate this Agreement.
- **4.2 Limitations on Closing Your Account.** You may not close your Account to evade an investigation. You will remain liable for all obligations related to your Account even after the Account is closed.

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5. Fees and Currency Conversion

- **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.
- **5.2 Currency Conversion.** If your transaction involves a currency conversion by PayPal, it will be completed at a foreign exchange rate determined by a financial institution, which is

adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.

Where a currency conversion is offered by PayPal at the point of sale you will be shown the exchange rate that will be applied to the transaction before you proceed with authorising the payment transaction. By proceeding with your authorisation of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate. You may opt out of a currency conversion by PayPal before you complete your payment by selecting "Other Conversion options" on the "Review Your Information" page during checkout. Where a currency conversion is offered at the point of sale by the merchant, not by PayPal, and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

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

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

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

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6. Restricted Activities

- **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 PayPaI, a User or a third party, you will not:
 - a. Breach this Agreement (including, without limitation, opening multiple PayPal accounts), the Card Processing Agreement, the <u>Acceptable Use Policy</u> or any other agreement that you have entered into with PayPal (including a Policy);
 - Breach any law, statute, contract, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);

- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing;
- e. Provide false, inaccurate or misleading Information;
- f. Fail to provide us with further information about you or your business activities that we may reasonably request;
- g. Send what we reasonably believe to be potentially fraudulent or unauthorised funds:
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- Attempt to "double dip" or undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank, or credit card company for the same transaction;
- j. Use an anonymizing proxy;
- k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- Conduct your business or use the Services in a manner that results in or may result
 in complaints, Disputes, Claims fees, fines, penalties and other liability to PayPal, a
 User, a third party or you;
- m. Abuse (as either a buyer or seller) of our Online Dispute Resolution process and/or PayPal Buyer Protection;
- n. Cause PayPal to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business;
- o. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- p. Use your Account or the Services in a manner that PayPal, Visa, MasterCard, American Express or our bank acquirer and/or payment processors reasonably believe to be an abuse of the credit card system or a violation of credit card association rules;
- q. Allow your Account to have a balance reflecting an amount owing to us;
- r. Use a credit card with your Account to provide yourself with a cash advance (or help others to do so);
- s. Access the Services from a country that is not included on PayPal's WorldWide page;
- t. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so:
- u. Send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;

- v. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- w. Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- x. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- y. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- z. Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the Web Site(s) without our or any applicable third party's written consent;
- aa. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- bb. Use the Service to test credit card behaviors;
- cc. Reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords; or
- dd. Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the Service or activities carried out as part of the Services or otherwise than in accordance with the terms of this Agreement;
- ee.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 limit in accordance with section 3.2) or where you expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions); or
- ff. Integrate or use any of the Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by PayPal from time to time.

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7. Your Liability – Actions We May Take

7.1 Your Liability. You are responsible for all Claims, fees, fines, penalties and other liability incurred by PayPal, a PayPal User, or a third party caused by your use of the Services and/or arising out of your breach of this Agreement. You agree to reimburse PayPal, a User, or a third party for any and all such liability.

- **7.2 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, , a User, a third party, or you from Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:
 - a. We may close, suspend, or limit your access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, or remove financial Information);
 - b. We may reverse a payment (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy or section 6, or which we reasonably suspect of violating our Acceptable Use Policy or section 6;
 - c. We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
 - d. We may request information from you or otherwise update inaccurate Information you provided us;
 - e. We may refuse to provide our Services to you in the future; and
 - f. We may take legal action against you.
- 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.
- **7.4 Information about you.** PayPal reserves the right to request additional information from you, other than what is referred to in this Agreement, to allow it to comply with its anti-money laundering obligations. You agree to comply with any request for further information as we reasonably require to enable us to comply with our anti-money laundering obligations. This may include, without limitation, requiring you to fax, email or otherwise provide to us certain identification documents. You also agree to provide us, upon our reasonable request and at your own expense, information about your finance

and operations, including, without limitation, your most recent financial statements (certified or otherwise) and merchant processing statements (if applicable).

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8. Errors and Unauthorised Transactions

- **8.1 Identifying Errors and/or Unauthorised Transactions.** You can inspect your transaction history at any time by logging in to your Account on the PayPal website and clicking the "History" tab. It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorised transaction sent from your Account; (ii) there has been an unauthorised access to your Account; (iii) your password has been compromised;, or (iv) someone has transferred or may transfer money from your Account without your permission (collectively called "Improper Account Access"). In order for you to notify PayPal immediately of any of the above events, you commit to monitor your E-money account closely on a regular basis. We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN. We will hold you liable for unauthorised use of your Account if we do have evidence that you acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN.
- 8.2 Notifying PayPal of Errors and/or Unauthorised Transactions. To notify us if you believe there has been or will be an error or unauthorised transaction on your Account, telephone PayPal Customer Service at the telephone number shown on the PayPal WebSite(s) or, contact us using this report form or write to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. If you initially provide information to us via the telephone, we may require that you send your complaint or question in writing within 10 Business Days after the phone contact. Please complete the affidavit form and submit it online or mail it to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg.
- **8.3 Review of Reports of Errors and/or Unauthorised Transactions.** We will advise you of the results of our investigation within 20 Business Days after we receive your notice. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 60 Days to investigate your complaint or question. If we decide that we need more time, we will provisionally re-credit your Account for the amount you think is in error within 10 Business Days after we receive your notice; so that you will have use of the E-money during the time it takes us to complete our investigation. If you initially provided

information to us via the telephone and we do not receive your complaint or question in writing within 10 Business Days after your oral notice, we are not required to provisionally re-credit your Account.

At the end of our investigation, we will advise you of the results within 3 Business Days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit that we previously credited to you in relation to the alleged error. You may ask for copies of the documents that we used in our investigation (and this will not attract the Records Request Fee set out in section 8).

- 8.4 Liability for Unauthorised Transactions. If you report and we verify that there has been an Improper Account Access related to your Account, we will reimburse you in full for all unauthorised transactions sent from your Account that occur within 60 Days of the time that you knew or should have known about the Improper Account Access. If you do not report the Improper Account Access to PayPal within 60 Days of the time that you knew or should have known about it, we will still reimburse you in full for all unauthorised transactions sent from your Account that took place within or before that 60-Day period, but you may be liable for all unauthorised transactions resulting from the Improper Account Access that occur on Day 61 and beyond (if we can demonstrate that we could have avoided any losses if you had notified us in a timely manner)
- **8.5 Errors.** If we discover a processing error, we will rectify the error. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly and reasonably forseeably caused by this failure, unless:
 - a. through no fault of ours, you did not have enough available funds to complete the transaction,
 - b. our system was not working properly and you knew about the breakdown when you started the transaction, or
 - c. circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

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9. PayPal Buyer Protection

9.1 What types of problems are covered?

a. PayPal Buyer Protection helps you with either of these problems:

- 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 9.3 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:
 - 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 180 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-imbursement under PayPal Buyer Protection?

- a. Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licences), except for purchases of the following:
 - real estate (including, without limitation, residential property)
 - businesses
 - vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
 - custom made items (unless they are claimed to be Not Received)

•

- items prohibited by the PayPal Acceptable Use Policy
- industrial machinery used in manufacturing

- office or factory equipment
- items equivalent to cash (including, without limitation, gift cards)
- Items purchased using Zong, Website Payments Pro or Virtual Terminal (if available)
- Personal transaction payments

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 **180 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. 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:

- 1. A status of "delivered" (or equivalent) and the date of delivery.
- 2. 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.

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 fees associated with the transaction or any other fees charged from your PayPal account by a third party associated with the transaction (such as the fees charged by a third party platform on which you make your sale).

9.7 Scope of coverage

Payment Recipients: As a Payment Recipient you are liable to PayPal if you lose a Claim from a buyer with a PayPal account registered anywhere in the world (whether under the PayPal Buyer Protection policy of the country of registration of that buyer's PayPal Account or otherwise). This includes, without limitation, where you sell to a buyer who is a Full Programme User and the buyer files a SNAD Claim, in which case you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal fees.

If you lose a Significantly Not as Described Claim because there is the reasonable suspicion that the return of the item would result in a violation of existing law (for example laws related to counterfeit), you will be required to provide a full refund to the buyer and in certain cases, buyer may be asked by PayPal to return the item to the seller. In the event of having reasonable suspicions of alleged counterfeited item, PayPal reserves the right to notify the relevant national or international Authorities and the buyer may be requested by such Authorities to provide the alleged counterfeited item making the return of the item to seller impossible.

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

9.8 What if my purchase is not eligible for re-imbursement 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 180 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.

9.9 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:
 - a. You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
 - b. The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
 - c. The item was advertised as authentic but is not authentic.
 - d. The item is missing major parts or features that were not disclosed in the listing.
 - e. You purchased 3 items from a seller but received only 2.
 - f. 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:
 - a. The defect in the item was correctly described by the seller.
 - b. The item was correctly described but you didn't want it after you received it.
 - c. The item was correctly described but did not meet your expectations.
 - d. The item has minor scratches and was listed as used condition.

9.10 Assumption of rights.

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

9.11 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 180 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 website.

9.12 No Double Recovery.You may not receive a recovery, for a purchase under PayPal Buyer Protection for buyers if you additionally receive a recovery for that purchase directly from Payment Recipient or another third party.

9.13 Event tickets

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

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10. Disputes with PayPal

- **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 online via the "Email Us" link on the "Contact Us" page or by calling the customer support telephone number located on the PayPal Website(s).
- **10.2 Governing Law and Jurisdiction.** This Agreement and the relationship between us shall be governed by English law. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts arising out of or relating to this Agreement or the provision of our Services without prejudice to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg.
- **10.3 No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

- **10.4 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:
 - 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.
- 10.5 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 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 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.

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.

- **10.6 Indemnification/re-imbursement.** You agree to defend, re-imburse or compensate us (known in legal terms to "indemnify") and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, your employees or agent's breach of this Agreement, breach of any law and/or use of the Services.
- **10.7 Complete Agreement and third party rights.** This Agreement (including any Schedule) sets forth the entire understanding between you and PayPal with respect to the Service. Sections 1, 4, 5, 7 10,11 and Schedule 1, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement (except for the PayPal group in respect of their rights as specified in this Agreement) but this does not affect any right or remedy of third party which exists or is available apart from that Act.
- 10.8 Licence grant; Third Party Software. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform then PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal's instructions, implementation and use requirements you will be liable for all resulting

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

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

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11. Definitions

- a. "Account" or "PayPal Account" means a Personal or Business Account.
- b. "Agreement" means this agreement including all subsequent amendments.
- c. "Authorise" or "Authorisation" means you authorise a merchant to collect a payment from your Account.
- d. "Business Account" means an Account used primarily for business purposes and not for personal, family, or household purposes.
- e. "Business Days" means a day (other than a Saturday or Sunday) on which banks in Luxembourg are open for business (other than for the sole purpose of 24-hour electronic banking).
- f. **"buyer"** means a User who is buying goods and/or services and using the Services to send payment.
- g. "Card Funded Payment" means a payment that is fully or partially funded through a credit card.

- h. "Chargeback" means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.
- i. "Claim" means a challenge to a payment that a sender of a payment files directly with PayPal including, without limitation, challenges filed under PayPal Buyer Protection set out in section 9.
- j. **"Customer Service"** is PayPal's customer support which can be accessed online via the "Email Us" link on the <u>"Contact Us"</u> page, or by calling the customer service number located on the PayPal WebSite(s).
- k. "Days" means calendar days.
- I. "Default Funding Sources" means your credit card.
- m. "Dispute" means a dispute filed directly with PayPal in the Online Resolution

 Center pursuant to section 9 of this Agreement.
- n. "eBay" means eBay Inc and its affiliates (as the case may be).
- o. **"E-money"** means monetary value, as represented as a claim on PayPal, which is stored on an electronic device, issued on receipt of funds, and accepted as a means of payment by persons other than PayPal. The terms "E-money", "money" and "funds" are used interchangeably in this Agreement. Further, a reference to a payment made by via the Services refers to an E-money payment.
- p. **"Expanded Use Programme"** is a verification process which involves PayPal charging you a Card Confirmation Fee to your credit card. You must then log into your Account and enter the four-digit number which will appear on your credit card statement and which is associated with the Card Confirmation Fee (see Schedule 1).
- q. "Fees" means those amounts stated in Schedule 1 of this Agreement.
- r. "Funding Source" means the payment method used to fund a transaction.
- s. "Information" means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, post/shipping address, phone number and financial information.
- t. "Mass Payments" means the ability to send multiple payments at the same time.
- u. "Merchant Processing Delay" means a delay between the time you Authorise a payment and the merchant processes your payment.
- v. "Online Resolution Centre" means the PayPal Resolution Centre which can be accessed via the "My Account" tab when you are logged into your Account or by any other means as PayPal may from time to time make available.
- w. "Payment Recipient" means the recipient of a payment made by a customer
- x. "PayPal," "we," "us" or "our" means PayPal (Europe) S.à r.l. et Cie, S.C.A., with registered office at 22-24 Boulevard Royal L-2449, Luxembourg, duly licenced as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended and is under the prudential supervision of the

- Luxembourg supervisory authority, the *Commission de Surveillance du Secteur Financier*.
- y. **"PayPal Buyer Protection"** means the PayPal Buyer Protection programme as described in section 9.
- z. "PayPal Group" means PayPal Holdings Inc., and its subsidiaries and subsidiary undertakings and affiliates (which includes, without limitation, PayPal) as the case may be.
- aa. "PayPal Website(s)" means any URL that we provide the Services to you.
- bb. "Personal Account" means an Account used primarily for personal, family, or household purposes.
- cc. "Personal Payment" means a money transfer sent to another individual within his or her personal, family and/or household affairs environment.
- dd. "Policy" or "Policies" means any Policy or other agreement between you and PayPal that you entered into on the PayPal WebSite(s), or in connection with your use of the Services.
- ee."Recurring Payment" means a payment in which you provide advance
 Authorization to a merchant to collect money from your Account on a regular, onetime, sporadic or irregular basis in accordance with your agreement with the
 merchant. Recurring Payments can be managed via your Account and are
 sometimes called "subscriptions", "automatic payments" or "preapproved
 payments".
- ff. "Redemption Code" means the electronic code needed to obtain the benefit of gift certificates, or other promotional coupons.
- gg. "Restricted Activities" means those activities described in section 6 of this Agreement.
- hh. "seller" and "merchant" are used interchangeably and mean a User who is selling goods and/or services and using the Services to receive payment.
- ii. "Send Money" means your ability to send money though the Service.
- jj. "Services" means all products, services, content, features, technologies or functions offered by PayPal and all related sites, applications, and services.
- kk. "Significantly Not as Described" means the definition provided in section 9.8 of this Agreement.
- II. "Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- mm. "Verified" means that you have completed our verification process in order to help establish your identity with PayPal. Verification does not constitute an endorsement of a User, or guarantee a User's business practices.
- nn. "**User," "you"** or "**your"** means you and any other person or entity using the Service.

Schedule 1. Table of Fees

Sending Domestic	Free			
Payments (excluding Mass Payments)	The sender of a Personal Payn the "Send Money" feature may applies to that payment.			
	To determine the fee for a Croa user in a specific country ple		-	
	most cases, the sender decides default pays the fee but certain recipient to pay the fee instead functionality allows the sender pays the fee). Step 1. Locate the recipient's effirst column from left). Step 2. Determine the region of column).	p 1. Locate the recipient's country in the table below (in the t column from left). p 2. Determine the region of the sender's country (second amn). p 3. Find the applicable fee based on the payment method used		
Sending Cross Border Payments	Recipient's Country	Sender's Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
	Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus,	Northern Europe *	0.4%	3.8% + Fixed Fee
	Czech Republic, Denmark, Estonia, Finland (including Aland Islands),	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Gibraltar, Greece,	Europe II	1.0%	4.4% +

Hungary, Iceland, Ireland,	***		Fixed
Latvia, Liechtenstein,			Fee
Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man)	All other countries	1.5%	4.9% + Fixed Fee
	Northern Europe *	0.4%	3.8% + Fixed Fee
Belgium, France, French Guiana, Guadeloupe, Italy,	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
Martinique, Mayotte, Netherlands, Reunion.	Europe II ***	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
	Northern Europe *	1.8%	3.7% + Fixed Fee
Germany	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee

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

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

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

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

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

Fixed Fee (based on currency received)

Currency:	Fee:
Argentine Peso:	2.00 ARS
Australian Dollar:	\$0.30 AUD
Brazilian Real:	R\$0.60 BRL
Canadian Dollar:	\$0.30 CAD
Czech Koruna:	10.00 CZK
Danish Kroner:	2.60 DKK
Euro:	€0.35 EUR
Hong Kong Dollar:	\$2.35 HKD
Hungarian Forint:	90.00 HUF
Israeli New Shekel:	1.20 ILS
Japanese Yen:	¥40.00 JPY
Malaysian Ringgit:	2.00 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zloty:	1.35 PLN
Russian Ruble:	10.00 RUB
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
New Taiwan Dollar:	\$10.00 TWD

	Thai Baht:	11.00 THB
	Turkish Lira:	0.45 TRY
	U.K. Pounds Sterling:	£0.20 GBP
	U.S. Dollar:	\$0.30 USD
	2% of total payment an	nount
	A maximum fee cap pe	r payment applies as follows for Domestic
	Transactions, (based or	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
Sending Payments	Japanese Yen:	600 JPY
through PayPal Mass	Malaysian Ringgit	25 MYR
Payments	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
	A maximum fee cap pe	r payment applies as follows for all other

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	transactions (based on payment currency):		
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	Argentine Peso:	150.00 ARS	
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	Australian Dollar:	50.00 AUD	
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	Brazilian Real:	75.00 BRL	
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	Canadian Dollar:	45.00 CAD	
Euro: 35.00 EUR Hong Kong Dollar: 330.00 HKD Hungarian Forint: 9250 HUF Israeli Shekel: 160.00 ILS Japanese Yen: 4000 JPY	Czech Koruna:	850.00 CZK	
Hong Kong Dollar: 330.00 HKD Hungarian Forint: 9250 HUF Israeli Shekel: 160.00 ILS Japanese Yen: 4000 JPY	Danish Krone:	250.00 DKK	
Hungarian Forint: 9250 HUF Israeli Shekel: 160.00 ILS Japanese Yen: 4000 JPY	Euro:	35.00 EUR	
Israeli Shekel: 160.00 ILS Japanese Yen: 4000 JPY	Hong Kong Dollar:	330.00 HKD	
Japanese Yen: 4000 JPY	Hungarian Forint:	9250 HUF	
	Israeli Shekel:	160.00 ILS	
3.6.1 1 D1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Japanese Yen:	4000 JPY	
Malaysian Ringgit 150.00 MYR	Malaysian Ringgit	150.00 MYR	
Mexican Peso: 540.00 MXN	Mexican Peso:	540.00 MXN	
New Zealand Dollar: 60.00 NZD	New Zealand Dollar:	60.00 NZD	
Norwegian Krone: 270.00 NOK	Norwegian Krone:	270.00 NOK	
Philippine Peso: 1900 PHP	Philippine Peso:	1900 PHP	
Polish Zlotych: 140.00 PLN	Polish Zlotych:	140.00 PLN	
Russian Ruble: 1400.00 RUB	Russian Ruble:	1400.00 RUB	
Swedish Krona: 320.00 SEK	Swedish Krona:	320.00 SEK	
Swiss Franc: 50.00 CHF	Swiss Franc:	50.00 CHF	
Taiwan New Dollar: 1350 TWD	Taiwan New Dollar:	1350 TWD	
Thai Baht: 1400.00 THB	Thai Baht:	1400.00 THB	
Turkish Lira: 80 TRY	Turkish Lira:	80 TRY	
U.K. Pounds Sterling: 30.00 GBP	U.K. Pounds Sterling:	30.00 GBP	
U.S. Dollar: 45.00 USD	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
Currency Conversion Fee	(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): 2.5% above the wholesale exchange rate

	(II) For all other transactions involving a currency conversion: 4.0% above the wholesale exchange rate.
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, 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
	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.

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