

# PayPal User Agreement

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Welcome to PayPal!

This user agreement is a contract between you and PayPal Australia Pty Ltd governing your use of your PayPal account and the PayPal services. It applies to Australian PayPal accounts only.

If you are an individual, you must be a resident of Australia and at least 18 years old to open an Australian PayPal account and use the PayPal services.

If you are a business, the business must be organised in, operating in, or a resident of, Australia to open an Australian PayPal account and use the PayPal services.

By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement. You also agree to comply with the following additional policies and each of the other agreements at <https://www.paypal.com/au/webapps/mpp/ua/legalhub-full> that apply to you:

- [Privacy Statement](#)
- [Acceptable Use Policy](#)
- [Combined Financial Services Guide and Product Disclosure Statement](#)

Please read carefully all of the terms and conditions of this user agreement, the terms of these policies and each of the other agreements that apply to you. If there is any inconsistency between this user agreement and any of the above policies, the incorporated policy will prevail.

We may revise this user agreement and incorporated policies listed above. The revised version will be effective at the time we specify. If our changes reduce your rights or increase your responsibilities, we will post a notice on the [Policy Updates](#) page of our website and provide notice to you of at least 30 days. You agree to receive notices electronically. By continuing to use our services after any changes to this user agreement become effective, you agree to comply with those changes. If you do not agree with any changes to this user agreement, you may close your account.

## 1. Opening an Account

We offer two types of accounts: personal accounts and business accounts. All PayPal accounts let you do things like:

- [Send](#) and [receive](#) money.
- [Buy](#) things online, using mobile devices or in stores.
- Make payments using your debit card, credit card, bank account, PayPal balance or other payment methods.
- Accept debit card, credit card, bank account, PayPal balance or other payment methods from others.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers or any other codes that you use to access your PayPal account and the PayPal services. You must keep your mailing address, email address and other contact information current in your PayPal account profile.

### Personal accounts

You must only use a personal account for personal, domestic, or household purposes.

### Business accounts

Business accounts may be subject to fees that differ from the fees applicable to personal accounts.

**By opening up a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose.**

By creating and holding a business account, you acknowledge that, when a buyer makes a PayPal payment:

- we generally provide you immediately available value;
- we may not immediately receive value from the buyer; and
- as such, the immediately available value we provide you is a provision by us of commercial credit to you.

You understand that any payments may be subject to a reversal and that you can be called on to repay that value.

You agree that applying for a business account is applying for commercial credit to be provided to you. You agree that we may seek a commercial credit report about you, including from Equifax whose privacy policy and contact details are available at [www.equifax.com.au](http://www.equifax.com.au).

### Commercial Entity Status

If the activity through your business account reaches certain thresholds or involves certain business segments or activities, you are required by the card networks to agree to a Commercial Entity Agreement to allow you to continue accepting Visa and MasterCard payments. In this case, these [Commercial Entity Agreements](#) will apply to any payment processed by PayPal on your behalf and will form part of this user agreement.

## 2. Closing Your PayPal Account

You may close your account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your PayPal account even after the PayPal account is closed. When you close your PayPal account, we will cancel any scheduled or incomplete transactions. You must [withdraw](#) or transfer any PayPal balance from your PayPal account before closing it. You cannot withdraw or transfer digital gift certificates/cards that are purchased through [PayPal Digital Gifts](#) and linked to your PayPal account as payment methods. However, even without your PayPal account, you can still use the codes you received by email when you purchased the gift certificates/cards to make purchases.

In certain cases, you may not close your PayPal account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your PayPal account has a negative balance.
- If your PayPal account is subject to a hold, limitation or reserve.
- If you have an outstanding balance on a loan from us or one of our affiliates.

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

- Direct deposit to your linked Australian bank account or United States bank account or
- A cheque mailed to the address listed in your account.

## 3. Link or Unlink a Payment Method

You can link or unlink a debit card, credit card, or an Australian bank account to your PayPal account as a payment method. Please keep your payment method information current (e.g. credit card number and expiration date). If this information changes, we may update it using information and third party sources available to us without any action on your part. If you do not want us to update your card information, you may remove your payment method from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner.

## 4. Holding a PayPal Balance

You may choose to carry a balance in your account. However, we may require you to deposit funds into your account to cover reversals or repay a negative balance. You acknowledge and agree that we are entitled to any interest earned on funds held on your behalf, and that interest will not be paid into your account.

## 5. Adding or Withdrawing Money

### Adding money

You may use the payment methods linked to your PayPal account to fund transactions you make using your PayPal account and you don't need a PayPal balance to buy something or send money. Credit cards cannot be used to top up your PayPal balance.

### Withdrawing money

If you have a PayPal balance, you may withdraw it by converting it to Australian Dollars and:

- Transferring it to a bank account linked to your PayPal account. Any PayPal balance in US Dollars may be withdrawn to a US bank account linked to your PayPal account, subject to the Fee for Transferring Balance in clause 18.21 of our Product Disclosure Statement;
- transferring it to an eligible debit card linked to your PayPal account, subject to the [Fee for Transferring Balance](#) in clause 18.20 of our Product Disclosure Statement that will be disclosed to you in advance each time you initiate such a withdrawal.

To protect us and our users from loss, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorised the withdrawal or if other payments to your PayPal account have been subject to a reversal (for example, as a result of a [chargeback](#), bank reversal or [dispute by a buyer](#)). If we place a [limitation](#) on your PayPal account, a payment is subject to a hold, or your account or an associated account has a negative balance in any currency while a withdrawal from your PayPal account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off.

We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your PayPal account. Completing the following steps can help us verify your PayPal account, which may allow us to remove any withdrawal cap:

- Verifying your bank account.
- Linking and confirming your credit or debit card information.

## 6. Managing Your Money in Multiple Currencies

**Holding a PayPal balance in a currency other than Australian dollars** PayPal may allow you to hold a balance in currencies other than Australian dollars. If you hold a PayPal balance,

- we may allow you to convert it to balance in another currency. If you convert your balance, PayPal's transaction exchange rate (including our currency conversion fee) will be used. We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform;
- you may only withdraw it in Australian dollars, or US dollars (only when you

withdraw the US dollars into your US bank account linked to your PayPal account). In order to withdraw balance held in another currency you will have to convert the currency to Australian dollars, or it will be converted for you at the time of your withdrawal. PayPal's currency conversion rate, including our currency conversion fees, will be used.

You are responsible for all risks associated with maintaining multiple currencies in a PayPal account. You may not manage or convert currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

## **How we convert currency**

If PayPal converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a currency conversion fee (described below) applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s).

For some uses of your PayPal account, PayPal may determine currency conversion is necessary. For any of the following transactions that involve a currency conversion, the currency conversion fee is 4.0%:

- Paying for goods or services in a currency other than the currency the goods or services are listed in.
- Receiving a refund beyond 1 day of the original payment.
- Sending money to a friend or family member such that they receive a different currency from the currency you pay in.
- Sending money using PayPal's Payouts or MassPay products such that your recipients receive a different currency from the currency you pay in.

For all other transactions involving a currency conversion, the currency conversion fee is 3.0%.

## **Currency conversion choices**

When your payment is funded by a debit or credit card and PayPal determines a currency conversion is necessary, you consent to and authorise PayPal to convert the currency in place of your debit or credit card issuer.

In most cases, you may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including a choice of which currency is used for the transaction, whether PayPal or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others, and may be made available individually for each card and for each automatic payment agreement. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

PayPal will always perform the conversion for transactions where your PayPal balance or linked bank account is the payment method.

## 7. Account Statements and Requesting Account Records

You have the right to receive an account statement showing your PayPal account activity. You may view your PayPal account statement by logging into your PayPal account.

In the event you request that we send you hard-copy records related to your PayPal account, we may charge you a fee of \$10.00 per item requested but we won't charge you for records requested in connection with your good-faith assertion of an error in your PayPal account.

## 8. Your personal data

As a PayPal user, or when you use our services or access our sites, you consent to our use of your personal data in accordance with our Privacy Statement set out at <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>.

## 9. Complaints and Disputes

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

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

### Submitting a complaint or dispute

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

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

You can report complaints about our Services by:

Email:	<a href="mailto:auexecutiveescalations@paypal.com">auexecutiveescalations@paypal.com</a>
Phone:	1800 073 263 (within Australia) or +61 2 8223 9500 Support Hours are available on our <a href="#">Contact Us</a> page.
Mail:	Customer Advocacy Manager PayPal Australia GPO Box 351 Sydney NSW 2001

### Handling your complaints

We aim to:

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

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

### **Referral of unresolved complaints to external dispute resolution scheme**

We are a member of the Australian Financial Complaints Authority (“AFCA”), an independent external dispute resolution scheme covering applicable Australian customers. For more information on AFCA, please visit [www.afca.org.au](http://www.afca.org.au).

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

Phone:	1800 931 678
Mail:	Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

### **Court**

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

### **Alternative dispute resolution**

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

## **10. Sending Money to or Receiving Money From a Friend or Family Member**

### **Sending money**

You can send money to a friend or family member using the send money feature in your PayPal account (sometimes called “personal payments” or “peer-to-peer/P2P payments”). You can send money to a friend or family member even if they don’t have a PayPal account at the time you send them money, using their email address or mobile number in any currency that PayPal supports, and you can choose which [payment method](#) you want to use. If the person to whom you are sending money does not have a PayPal account, they can claim it by opening a PayPal account. If they don’t claim it, it will be refunded to you. Receiving money from a friend or family member is described under [Receiving Money](#).

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases. You can view any sending limit by logging into your PayPal account. We may increase your sending limits if you complete the same steps to verify your information as is required for the removal of withdrawal limits.

When you send money to a friend or family member, one of three things may happen: they may accept, decline or fail to claim the money. If they either decline to accept the money or don’t claim it within 30 days of the date it is sent, the money (including any fees you were charged) will be refunded to:

- The original payment method you used for the transaction, if you used a credit card or debit card as the payment method, or
- Your PayPal balance, if you used your PayPal balance as the payment method or a bank account as the payment method, once the money clears the bank.

## Receiving money

If a friend or family member sends money to you, the money will appear in your PayPal balance. To receive money in a currency your account is not configured to accept, it may be necessary to create a balance in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal's transaction exchange rate (including our currency conversion fee) will be used.

## 11. Fees for Sending Money to Friends and Family

The fees applicable to sending money can be found in our Product Disclosure Statement and will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member. If you convert money in your PayPal balance from one currency to another before sending money, PayPal's transaction exchange rate (including our [currency conversion](#) fee will be used). If you use your credit card as the payment method when sending money, you may also be charged a cash-advance fee by your card issuer.

You can also use the send money feature in your PayPal account to pay for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you choose the "send money to pay for goods and services" feature in your PayPal account. In that case, the seller will pay a fee. You must not use the "send money to a friend or family member" feature in your PayPal account when you are paying for goods or services.

## 12. Buying Something From, or Returning Something to, a Seller Who Accepts PayPal

### How to buy something

You can buy something from a seller who accepts PayPal, in any currency that the seller accepts and that PayPal supports, using the funds in your PayPal balance, or using any [payment method](#) linked to your PayPal account. This includes, for example:

- Buying something at an online retailer's website and selecting PayPal as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your PayPal account to buy something at a seller's physical store.

When you send funds you authorise us to:

- Debit funds on your behalf from your applicable payment method;
- Transfer the funds to the recipient according to your instructions and subject to this agreement; and
- Resubmit any debit, or submit it to another payment method, if it is returned for insufficient or uncollected funds.

If the seller you are buying from sells goods or services on a third party website or application and that seller does not already have a PayPal account, they can claim your payment by



opening a PayPal account. If they don't open a PayPal account within 30 days, your purchase will be refunded.

In order to manage risk, PayPal may limit the payment methods available for a transaction when you buy something. In addition, payment methods may be limited for certain sellers or if you make a PayPal payment through certain third party websites or applications.

When you authorise a payment to a seller who accepts PayPal, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your PayPal account. In that case, your authorisation of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the payment method, your debit or credit card issuer also may show a pending authorisation for a period of time until they release the hold or receive a completed transaction. If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied as described in Currency Conversion section), and may be the rate at the time the payment is processed.

## **Fees**

When you buy something from a seller who accepts PayPal you don't pay a fee to PayPal. If PayPal performs a currency conversion for your purchase, PayPal's transaction exchange rate (including our currency conversion fee) will be used. Your bank or card issuer may also charge you separate fees. You are solely responsible for paying bank or card issuer fees.

## **Payment review**

When PayPal identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, PayPal will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

## **Automatic payments**

You can agree with a seller who accepts PayPal to use PayPal as the payment method for future purchases with that seller. This agreement is between you and the seller and allows you to pay the seller on a one-time, regular or sporadic basis. Depending on the seller you wish to pay, you might also be able to directly instruct PayPal to make future payments to the seller on your behalf on a one-time, regular or sporadic basis.

Examples of automatic payments that can be arranged by you either with a seller or with PayPal include those that PayPal calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorised transfer" or "preapproved payment."

You authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your payment method for the amounts you agree to owe and as presented to PayPal by that third party.

You may cancel an automatic payment up to 3 [business days](#) before the date of the next scheduled payment from your account settings or by contacting us. Once you

contact PayPal to cancel an automatic payment, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment, you may still owe the seller money for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for.

If you have authorised an automatic payment and PayPal performs currency conversion for an automatic payment transaction, PayPal will use the transaction exchange rate (including PayPal's currency conversion fee) in effect at the time the automatic payment transaction is processed.

## **Refunds**

Generally, we'll process refunds of:

- online purchases and friends and family transactions to the same payment method you used for the purchase; and
- in-store purchases to your PayPal balance.

If a payment you sent involved a currency conversion and you're later refunded:

- Within 1 day of the date of the original payment, we'll normally use the transaction exchange rate that we applied at the time of the original payment;
- Beyond 1 day of the date of the original payment, we'll normally use the transaction exchange rate (including a currency conversion fee) that applies on the date of your refund;
- The refund will go back to your bank account or card used for the original transaction in the currency of the original transaction. If that is not possible, we will credit your PayPal balance in the currency of the original transaction; and
- You'll be refunded in Australian Dollars if your PayPal account balance doesn't support the currency of the original payment.

## **13. Payment Method Used for My Transaction**

### **Selecting a preferred payment method**

#### **Paying online**

If you have chosen an online preferred payment method, it will be shown as the primary method of payment.

We'll process payments for goods or services made online using your preferred payment method or an available payment method you choose for a particular transaction during checkout.

We'll process payments to friends and family using an available payment method you choose for the transaction.

#### **In-store and Automatic Payments**

If you have chosen a preferred payment method for in store transactions or for automatic payments, we'll process the payment using:

- any PayPal balance you hold in the currency of the payment; then
- your preferred payment method or an available payment method you choose for any remaining amount.

There may be times when your preferred payment method cannot be used, for example, if you select a card that has expired. We may remove cards that are expired or otherwise not able to be processed from your account.

The availability of certain payment methods may be limited based on that particular seller or the third party website you are using to complete the transaction.

## **Backup payment method**

Certain one-time online transactions may require that a backup funding method be used in the event that your selected or preferred payment method has expired or declined. In those instances, the backup funding method may be displayed to you on your transaction review page, before you complete the transaction. Note that this only applies for one-time, online transactions, and not for in-store or [automatic payments](#). If PayPal determines currency conversion is necessary for a transaction that also requires a backup payment method, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on your backup payment method.

## **Sending money to friends and family**

When you send money to friends and family using your PayPal balance or your bank account, we waive all fees, so we always show you these payment options first, if available, even if you have a set preferred payment method for your online purchases. Remember, you always have the choice to select any payment method in your account by clicking the “Change” link on the Send Money page. We will always show you if there is a fee and how much the fee is before you send money.

## **Automatic payments**

Choosing PayPal as your way of paying a seller may involve entering into an agreement with them that permits the seller to request that we process your PayPal account each time you make a purchase.

You can select a payment method for future purchases with a particular seller either at the time of creating the agreement or in your account settings at [www.paypal.com.au](http://www.paypal.com.au). For example, you can instruct your monthly movie subscription service to always charge your credit card in your PayPal wallet for the monthly cost.

If your chosen payment method is unavailable (e.g. credit card expired), a particular agreement with a seller does not provide for the ability to specify a payment method, or if you have not designated a payment method for future transactions with a seller, the payment method used will be in the following order, if applicable: 1. balance; 2. bank account; 3. debit card; and 4. credit card.

You can cancel any agreement in your account settings at [www.paypal.com.au](http://www.paypal.com.au).

## 14. Loyalty Cards

If you use the PayPal application on your mobile phone, you may store loyalty card numbers or bar codes, where applicable, for certain sellers in your PayPal account. When you store your loyalty card numbers or bar codes in your PayPal account, you will earn any rewards, subject to the seller's loyalty card terms and conditions, at the time you make your payment to the merchant by presenting the stored loyalty card number or bar code to the seller at the point of sale. It is your responsibility to make sure you have entered your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled. PayPal is not responsible for managing your loyalty card account by offering this service and any questions about your loyalty card or associated rewards program should be directed to the seller who offers the card.

## 15. PayPal's Buyer Protection Policy

### What's eligible

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under PayPal's Buyer Protection Policy. When applicable, PayPal's Buyer Protection Policy entitles you to reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any.

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

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

PayPal determines, in its sole discretion, whether your claim qualifies for the Buyer Protection Policy. You may be able to appeal our original decision with us if you have new or compelling information not available at the time of the original determination, or you believe there was an error in the decision-making process. If you are still not satisfied with our determination, you can make a complaint (see clause 9).

**IMPORTANT:** You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal's Buyer Protection Policy does not entitle you to reimbursement for the return shipping costs that you incur.

PayPal's Buyer Protection Policy may apply when you encounter these specific problems with a transaction:

- You didn't receive your item from a seller (referred to as an "Item Not Received" claim), or
- You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

If you believe that a transaction made through your PayPal account was not authorised by you, this type of claim is different from the Buyer Protection Policy, and is described below under [Liability for Unauthorised Transactions and Other Errors](#).

## Item Not Received claims

Your claim **will not** qualify for a refund under PayPal's Buyer Protection Policy for an Item Not Received claim, if:

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's physical store, or
- The seller has provided [proof of shipment or proof of delivery](#).

If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller for an Item Not Received claim even if you claim you did not receive the goods.

## Significantly Not as Described claims

An item **will** be considered Significantly Not as Described if:

- The item is materially different from the seller's description of it.
- You received a completely different item.
- The condition of the item was misrepresented. For example, the item was described as "new" but the item was used.
- The item was advertised as authentic but is not authentic (i.e. counterfeit).
- The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
- You purchased a certain number of items but didn't receive them all.
- The item was damaged during shipment.
- The item is unusable in its received state and was not disclosed as such.

An item **will not** be considered Significantly Not as Described if:

- The defect in the item was correctly described by the seller in its description of the item.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was described as "used."
- It was listed as used condition and you picked it up in person.

## Ineligible items and transactions under PayPal's Buyer Protection Policy

Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:

- Real estate, including residential property.
- Financial products or investments of any kind.
- Businesses (when you buy or invest in a business).
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats.
- Significantly Not As Described claims for wholly or partly custom-made items.
- Donations and payments on crowdfunding platforms.
- Items prohibited by the PayPal [Acceptable Use Policy](#).
- For Item Not Received claims, items which you collect in person or arrange to be collected on your behalf, including items bought in a seller's store location.
- Industrial machinery used in manufacturing.
- Anything purchased from, or an amount paid to, a government agency.
- Stored value items such as gift cards and pre-paid cards.
- Gambling, gaming and/or any other activity with an entry fee and a prize.

- Payments sent using PayPal's friends and family functionality.
- Payments sent using PayPal to any bill payment service.
- Payments made using PayPal Payouts and Mass Pay or guest checkout transactions (i.e. not sent using your PayPal account).

## Transaction eligibility for PayPal's Buyer Protection Policy

To be eligible for PayPal Buyer Protection you must meet all of the following requirements:

- You have a PayPal account in good standing.
- You pay for the eligible item from your PayPal account.
- Your payment is less than \$20,000.
- You respond to PayPal's request for documentation and other information within the time requested.
- You open a dispute in the Resolution Centre within 180 days of the date you sent the payment, then follow our online dispute resolution process.
- You have not received a recovery related to such purchase from another source.
- You send the item back to the seller only in accordance with our instructions.

## Our online dispute resolution process

If you're unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the [Resolution Centre](#) to pursue a claim under our Buyer Protection Policy. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

**Step 1: Open a dispute** within 180 days of the date you made the payment. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a [hold](#) on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

**Step 2: Escalate the dispute to a claim** for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the [Resolution Centre](#). The seller or PayPal may also escalate the dispute to a claim at this point. If you are making an Item Not Received claim, PayPal may ask you to wait at least 7 days from the transaction date to escalate the dispute.

**Step 3: Respond to PayPal's requests for documentation or other information**, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

**Step 4: Comply with PayPal's shipping requests in a timely manner**, if you're filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of shipment.



When proving shipment to us, your documentation must show:

- The date the item was sent.
- An official acceptance by the shipper, such as a postmark or online status. A status that shows the item was delivered to the address on the transaction details page is also acceptable.
- The recipient's delivery address, showing at least the state, city and suburb (or international equivalent).
- If using Australia Post, a receipt showing at least the recipient's suburb, city or postcode (or international equivalent).

Examples include:

- A copy of the shipping receipt or shipping label that includes the delivery address, or
- For Australia Post eParcel customers, a copy of the consignment information page which shows the delivery address and the online tracking code that can be used to confirm delivery, or
- A shipping code PayPal can use online to view the shipping status and delivery address. You can get this from TNT, DHL, FedEx, Skippy Post and other carriers, or
- A receipt issued by the carrier, signed by the recipient acknowledging delivery.

Step 5: **PayPal will make a decision** (including automatically closing any dispute or claim), in its sole discretion acting reasonably, based on the eligibility requirements set forth above, any additional information provided during the online dispute resolution process or any other information PayPal deems relevant and appropriate under the circumstances. If you are not satisfied with our determination, you may be able to appeal our original decision with us if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process. If you are still not satisfied with our determination, you can make a complaint (see clause 9).

Note that when you are making [Digital Goods Micropayments Purchases](#), there are special rules that apply and that include pre-determined thresholds where we may, at our discretion, reverse the transaction without requiring you to take further action. We may limit the number of automatic reversals that you benefit from, but, even if that is the case, you will still be able to follow PayPal's standard dispute resolution processes described above.

## **Dispute with us or your card issuer**

Applicable card chargeback rights may be different than PayPal's Buyer Protection Policy.

You must choose whether to pursue a dispute with PayPal under our Buyer Protection Policy, or to pursue the dispute with your card issuer. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we'll close your dispute/claim with us. This won't affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer'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 card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer).

Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller's return policy.

## **16. Accepting Payments From Buyers for Goods and Services**

### **Receiving personal payments**

If you use your PayPal account to receive payments for the sale of goods or services, or accept donations, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you money using the "send money to a friend or family member." If you do so, PayPal may remove your PayPal account's ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal or Braintree website (including any page for developers and our [Legal Agreements](#) page) or online platform. Such further terms include the PayPal Local Payment Methods Agreement.

### **Surcharges**

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method that exceeds the amount you pay us for that payment as a percentage of your total price.

### **Presentation of PayPal**

You must treat PayPal as a payment method and mark at least on par with any other payment methods offered at your points of sale, including your websites, and mobile applications. This includes at least equal or substantially similar: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you must not mischaracterise PayPal as a payment method or exhibit a preference for other payment methods over PayPal. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the PayPal payment marks at least as prominently, and in at least as positively a manner, as you do for all other payment methods.

### **Taxes and information reporting**

Some of our fees may be subject to applicable taxes, levies, duties or similar



governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “taxes”) and, unless expressly noted, our fees are exclusive of applicable taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. PayPal is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

You acknowledge that we may make certain reports to tax authorities regarding transactions that we process.

## **Your refund policy and privacy policy**

You must comply with all your obligations under applicable Australian consumer law, including as a seller by publishing a refunds and returns policy as well as a privacy policy, where required by law.

## **Payment review**

PayPal reviews certain potentially high-risk transactions. If PayPal determines, in its sole discretion, that a transaction is high-risk, we may place a hold on the payment and provide notice to you to delay shipping of the item. PayPal will conduct a review and either complete or cancel the payment. If the payment is completed, PayPal will provide notice to you to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be eligible for PayPal Seller Protection if they meet the PayPal Seller Protection requirements. We will notify you about payment reviews by email and/or through your PayPal account.

## **In-store payments**

If you accept PayPal payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer’s account only for transactions that they have authorised. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

## **Marketplace sellers**

If you’re a seller on a marketplace or through a third party application where PayPal is offered, you must comply with any rules that apply to the marketplace’s or the third party application’s buyer protection policy (or equivalent) for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

## **PayPal Giving Fund Australia**

If you are a charity and hold a PayPal account, you may be eligible to participate in the PayPal Giving Fund program. PayPal Giving Fund Australia is a Public Ancillary Fund (ABN 65 106 950 945) registered with the Australian Charities and Not-for-profits Commission and endorsed by the Australian Taxation Office as a tax concession charity

and deductible gift recipient. If you meet the eligibility requirements and receive a donation from the PayPal Giving Fund, you will be enrolled in the PayPal Giving Fund upon acceptance of that donation. Your relationship with the PayPal Giving Fund will be governed by its Charity User Agreement at <https://www.paypal.com/au/webapps/mpp/givingfund/policies/user-agreement>. If you don't want to be enrolled or receive donations from the PayPal Giving Fund, you can opt-out at any time by [contacting us](#). For more information, please see the PayPal Giving Fund Policies at <https://www.paypal.com/au/webapps/mpp/givingfund/policies>.

## Card not present transactions

Whenever a buyer uses a debit or credit card as the payment method for a transaction using their account to buy something from you as a seller, the transaction will be processed as a "card not present" transaction, even if the buyer is at your store location.

## Accepting preauthorised payments

As a seller, you can accept payments from a buyer's account through preauthorised transfers either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-approved payment " or "automatic payment."

If you receive preauthorised payments from buyers:	
You must:	You must not:
Get each buyer's prior authorisation for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorisation, if a buyer has stopped or cancelled a preauthorised payment.
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.	
Provide buyers the ability to stop any such payment up to 3 <a href="#">business days</a> before the date scheduled for payment.	
Notify the buyer at least 10 days in advance of the amount and date of each preauthorized payment if the preauthorised payment will vary from the preauthorised amount or (at the buyer's option) any payment that is in an amount that falls outside of the pre-determined range.	

## 17. Transaction Fees for Online and In-Store Payments

Your PayPal transaction fees depend on:

- the country of the buyer's account or the currency of their card;
- the currency in which you accept the payment; and
- whether you are registered with the Australian Charities and Not-for-profits Commission, and we have accepted your application to receive the rates applicable to charities and not-for-profit organisations.

### Standard transaction fees

The fees you pay when selling goods or services, where the buyer pays using their PayPal account or other authorised wallet, can be found in our Product Disclosure Statement. Please note that:

- We may adjust the fees applicable to future transactions that you process using PayPal. We will give you at least 30 days' advance notice of any fee increase or the introduction of a new type of fee.
- If you refund (partially or fully) a transaction to a buyer or a donation to a donor, there are no fees to make the refund, but the fees you originally paid as the seller will not be returned to you.
- If you accept payments using a PayPal product (like [PayPal Here](#) or [PayPal Payments Pro](#)), the fees applicable to those products will apply to your transactions.

### Micropayments fees

You may qualify to receive micropayments pricing for the sale of goods and services through your PayPal account, if your transactions typically average less than \$10. In order to qualify, you must have a PayPal account that is in good standing (for example, no limitations or negative PayPal balance), you may not be processing payments using [PayPal Payments Pro](#) and you must submit an application and have it approved by us.

If your PayPal account is approved to accept micropayments, then the fees found in our Product Disclosure Statement will apply to all transactions for the sale of goods or services processed through your PayPal account instead of the [standard transaction fees](#). If you have multiple PayPal accounts, you must route your micropayments transactions through the appropriate account. Once processed, PayPal will not re-route the transaction through a different account.

### PayPal Payouts and Mass Pay fees

PayPal's Payouts and Mass Pay services let you send multiple payments in one batch to send commissions, rebates, rewards, and general payments. In order to use these services, you must have:

- a PayPal business account in good standing and with no withdrawal limits; and
- applied for and received our permission to use these services.

We may remove your ability to use Payouts or Mass Pay at any time if there is a higher than acceptable level of risk associated with your use of those services.

The amount you will pay for us for these services differs according to whether you use the Payouts service or the Mass Pay service., how you send the payments, and the currency of the payment. These fees can be found in the Product Disclosure Statement under the Fees and Charges section.

## **18. Refunds, Reversals and Chargebacks**

### **General information**

If you receive a payment for selling goods or services that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable [chargeback fee](#) described below).

Whenever a transaction is refunded or otherwise reversed, PayPal will refund or reverse the transaction from your PayPal account in the same currency as the original transaction. If your PayPal balance for a particular currency is insufficient to cover the amount of a refund or reversal, PayPal will perform a currency conversion in order to refund or reverse the transaction. PayPal's transaction exchange rate (including our currency conversion fee) at the time the refund or reversal is processed will be used.

If you refund a payment for goods or services (partially or fully), there are no fees to make the refund, but the fees you originally paid as the seller will not be returned to you. The amount of the refunded payment will be deducted from your PayPal account.

### **Payments that are invalidated and reversed**

Payments to you may be invalidated and reversed by PayPal if:

- You lose a PayPal Buyer Protection claim submitted to us by a buyer, including as a result of your failure to respond in a timely manner.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for [PayPal Seller Protection](#). The card issuer, not PayPal, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.
- You do not fulfill the transaction as promised or you cannot provide [proof of shipment or proof of delivery](#) when required.
- eBay decides against you under its money back guarantee program (and you haven't opted out).
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.
- PayPal sent the payment to you in error.
- The payment was unauthorised.
- You received the payment for activities that violated this user agreement or any other agreement between you and PayPal.

When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you, plus any fees, if the payment is later invalidated or reversed for any reason. If your PayPal balance is insufficient to cover your liability for the payment amount plus the fees, we may use any of the payment methods linked to your PayPal account to cover the amount due. If the payment methods linked to your PayPal account don't cover the amount due, this will result in a negative PayPal balance. Any negative PayPal balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your PayPal balance to resolve it. If you don't, PayPal may:

- engage in collections efforts to recover the amount due from you;
- take any or all action as outlined under [Amounts owed to PayPal; and](#)
- place a limitation or take other action on your PayPal account as outlined under [Restricted Activities and Holds](#).

## Chargeback fees

If you receive a debit or credit card-funded payment through your PayPal account and the buyer pursues a chargeback for the transaction with their card issuer, then PayPal will not assess you with a chargeback fee if the transaction is eligible for [PayPal Seller Protection](#). However, if the transaction is ineligible for PayPal Seller Protection, PayPal will assess you with a chargeback fee (for facilitating the chargeback process) regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is \$15 for transactions in Australian Dollars, or the amount specified in the [Chargeback Fees table](#) in the currency of the original transaction.

## Impact of various Buyer Protection processes on sellers

You should read and understand [PayPal's Buyer Protection](#) Policy, and if you sell goods and services to buyers with PayPal accounts in countries other than your own, you also should be familiar with the Buyer Protection available to buyers in each of those countries. Buyers' rights under these policies may impact you as a seller. You can find information about PayPal's protection policies on the [Legal Agreements](#) page by selecting your buyer's location at the top of the page and referring to the corresponding user agreement.

If you lose a claim under PayPal's Buyer Protection Policy in any country:

- You must forfeit the full purchase price of the item plus the original shipping cost. In some cases, you may not receive the item back.
- You will not receive a refund of the PayPal fees that you paid in connection with the sale.
- If the claim was that the item received was Significantly Not as Described, you will generally be required to accept the item back.
- If the claim was that the item received was Significantly Not as Described and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back (it will be destroyed).

If you accept PayPal payments from buyers for goods or services you sell through eBay, then you need to read and understand the eBay Money Back Guarantee program. Unless you opt out by calling eBay, PayPal will treat eBay's decisions in favour of your buyers under that program as a basis for reversing a PayPal payment made to you. If your PayPal balance is insufficient to cover the amount of such a claim, we may place a [hold](#) on your PayPal account until sufficient funds become available in your PayPal account to cover the amount.

## 19. PayPal's Seller Protection Policy

### What's eligible

If you sell something to a buyer and the transaction is later disputed or reversed under [Reversals, Claims or Chargebacks](#), you may be eligible for reimbursement under PayPal's Seller Protection Policy. When it applies, PayPal's Seller Protection Policy entitles you to retain the full purchase amount and we will waive any related chargeback fees paid (for debit and credit card-funded transactions).

PayPal's Seller Protection Policy may apply when a buyer claims that:

- They did not authorise, or benefit from, funds sent from their PayPal account (referred to as an "[Unauthorised Transaction](#)" claim) or
- They didn't receive the item from you (referred to as an "[Item Not Received](#)" claim).

PayPal's Seller Protection Policy may also apply when a transaction is reversed because of a successful chargeback by a buyer or when a bank funded payment is reversed by the buyer's bank.

This section describes PayPal's Seller Protection Policy as it applies to you, but you should also be familiar with the [Impact of various Buyer Protection processes on sellers](#).

### Basic requirements

To be eligible for PayPal's Seller Protection, you must meet all of the following requirements:

- You receive payment via PayPal from a buyer's PayPal account.
- You provide us with valid proof of shipment or proof of delivery.
- For eligible tangible items, unless we otherwise agree with you, you must ship the item to the shipping address on the transaction details page in your PayPal account for the transaction.
- For eligible intangible items, unless we otherwise agree with you, you paid us the Standard Transaction Fee (as set out in our Product Disclosure Statement) for accepting the original payment.
- You must respond to PayPal's requests for documentation and other information in a timely manner as requested in our email correspondence with you or in our correspondence with you through the [Resolution Centre](#). If you do not respond to PayPal's request for documentation and other information in the time requested, you may not be eligible for Seller Protection.
- If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.

### Item Not Received additional requirements

To be eligible for PayPal's Seller Protection Policy for a buyer's Item Not Received

claim, you must meet both the [basic requirements](#) listed above and the additional requirements listed below:

- Where a buyer files a chargeback with the issuer for a card-funded transaction, the item must be sent to the address we specify on the payment notification on the Transaction Details page, which can be accessed by logging in to your PayPal account.
- You must provide [proof of delivery](#) as described below.

### **Unauthorised Transactions additional requirements**

To be eligible for PayPal's Seller Protection Policy for a buyer's Unauthorised Transaction claim, you must meet both the basic requirements listed above and the additional requirements listed below:

- The item must be sent to the address we specify on the payment notification on the Transaction Details page, which can be accessed by logging in to your PayPal account.
- You must provide proof of shipment or [proof of delivery](#) as described below.

### **Intangible items additional requirements**

To be eligible for PayPal Seller Protection on an intangible item, you must:

- ensure you are utilising a current version of PayPal Checkout if you are accepting payments directly via a website or mobile optimised website; or
- ensure you are passing session information to PayPal at checkout if you are integrated with PayPal via a third party or if you have a native app integration.

Other integration requirements may apply depending on your business model. Visit <https://developer.paypal.com> for more information.



## Establishing proof of shipment or service delivery

The following is required as:

### Proof of shipment

Online or physical documentation from a shipping company that includes:

- Date of shipment
- An official acceptance by the shipper, such as a postmark or online status. A status that shows the item was delivered showing at least the city, state and postal code of the buyer's address provided in the Transaction Details page is also acceptable.
- An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent), or a receipt from Australia Post showing at least the state, city and suburb (or international equivalent).

#### Examples include:

- A copy of the shipping receipt or shipping label that includes the delivery address, or
- For Australia Post eParcel customers, a copy of the consignment information page which shows the delivery address and the online tracking code that can be used to confirm delivery, or
- A shipping code PayPal can use online to view the shipping status and delivery address. You can get this from TNT, DHL, FedEx, Skippy Post and other carriers, or

### Proof of delivery

You'll need to provide compelling evidence that the item was delivered or the service fulfilled. Compelling evidence is any evidence available to prove that your customer received the goods or services, or otherwise benefited from the transaction.

Compelling evidence could include a system record showing the date the item was sent and that it was either:

- Electronically sent to the recipient, or
- Received or accessed by the recipient.

#### Examples include:

- An extract of an online booking system for the issuance of tickets, or
- An internal system record showing the deployment or retrieval of a digital item.

- 
- A receipt issued by the carrier, signed by the recipient acknowledging delivery.
- 

## Ineligible items and transactions

Your sale **is not** eligible under PayPal's Seller Protection Policy if:



- The buyer claims (either with us or their card issuer) that the item you sent isn't what was ordered (referred to as a "Significantly Not as Described" claim).
- You receive more than one payment for a single transaction.
- It involves an item that PayPal determines, in its sole discretion, is a counterfeit item.
- It involves activity that we reasonably believe to be fraudulent, whether or not within PayPal's system, and even if we initially labelled the item as eligible on the transaction details page.
- It involves an item that you deliver in person or is picked up from you in person, including in connection with a payment made in your physical store.
- It involves sales that are not processed either through a buyer's PayPal account or a PayPal guest checkout transaction. For example, if the sale was made using the [PayPal Payments Pro/VT](#) product or [PayPal Here](#), then it is not eligible.
- It involves items equivalent to cash including gift cards.
- It involves downloadable or streaming content, or a licence for digital content
- It involves a donation.
- It relates to the purchase of a financial product or investment of any kind.
- It involves a payment sent using PayPal's friends and family functionality.
- It involves a payment made using PayPal Payouts or Mass Pay.
- The item is a vehicle, including, but not limited to a motor vehicle, motorcycle, recreational vehicle, aircraft or boat.

## 20. Restricted Activities

In connection with your use of our websites, your PayPal account, the PayPal services, or in the course of your interactions with PayPal, other PayPal customers, or third parties, you must not:

- Breach this user agreement, the PayPal [Acceptable Use Policy](#), the [Commercial Entity Agreements](#) (if they apply to you), or any [other agreement](#) between you and PayPal.
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit goods.
- Act in a manner that is defamatory, trade libelous, threatening or harassing.
- Provide false, inaccurate or misleading information.
- Send or receive what we reasonably believe to be potentially fraudulent funds.

- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank or card issuer for the same transaction.
- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Conduct your business or use the PayPal services in a manner that results in or may result in
  - complaints;
  - requests by buyers (either filed with us or card issuers) to invalidate payments made to you;
  - fees, fines, penalties or other liability or losses to PayPal, other PayPal customers, third parties or you.
- Use your PayPal account or the PayPal services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.
- Allow your PayPal account to have a negative PayPal balance.
- Provide yourself a cash advance from your credit card (or help others to do so).
- Access the PayPal services from a country that is not included on PayPal's [permitted countries list](#).
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or the PayPal services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorised access to any system, data, information or PayPal services.
- Use an anonymising proxy.
- Use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission.
- Use any device, software or routine to bypass our robot exclusion headers.
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services or other users' use of any of the PayPal services.
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers.
- Use the PayPal services to test credit card behaviours.

- Circumvent any PayPal policy or determinations about your PayPal account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional PayPal account(s) when an account has a negative PayPal balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayPal account.
- Harass and/or threaten our employees, agents, or other users.

## 21. Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any of these activities, we may take a number of actions to protect PayPal, its customers and others at any time in our sole discretion acting reasonably. The actions we may take include, but are not limited to the following:

- Terminate this user agreement, limit your PayPal account, and/or close or suspend your PayPal account immediately and without penalty to us.
- Refuse to provide the PayPal services to you in the future.
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals.
- Hold your PayPal balance for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our [Acceptable Use Policy](#).
- Suspend your eligibility for PayPal's Buyer Protection Policy and/or PayPal's Seller Protection Policy.
- Contact buyers who have purchased goods or services from you using PayPal, your bank or credit card issuer, other impacted third parties or law enforcement about your actions.
- Update inaccurate information you provided us.
- Take legal action against you.
- If you've violated our [Acceptable Use Policy](#), then you're also responsible for damages to PayPal caused by your violation of this policy.

If we close your PayPal account or terminate your use of the PayPal services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in your PayPal account available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the PayPal services.

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

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

## 22. Holds, Limitations, and Reserves

### General Information about holds, limitations and reserves

Under certain circumstances, in order to protect PayPal and the security and integrity of the network of buyers and sellers that use the PayPal services, PayPal may take account-level or transaction-level actions. Unless otherwise set out below, if we take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation, hold or reserve, you should visit the [Resolution Centre](#) or follow the instructions in our email notice with respect to the limitation, hold or reserve.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

We hold funds to review and mitigate any actual or reasonably anticipated risk to us or our users.

### In what ways may we hold funds?

Funds may be held in one or more of the following ways:

- **Transaction holds** - Specific transactions may be held, such as if your buyer disputes the payment in one of the [Refunds, Reversals and Chargebacks](#) situations;
- **Release amounts** - Funds you receive may be subject to a release amount;
- **Reserves** - Funds you receive may be subject to a reserve; and
- **Account limitations** - Your access to funds may be restricted because your account has been limited.

### When do we hold funds?

We hold funds when:

- We need to ensure the integrity of a transaction;
- We believe that there's a risk associated with you or your account;
  - You receive a dispute, claim, chargeback or reversal in relation to any funds received into your account;
  - A marketplace or third party application where PayPal is offered requests that we do so (if you have questions about why the marketplaces requested the hold, you will need to contact the marketplace or third party directly);
- You do not meet certain seller or risk standards when listing on eBay;
- You are a new seller or have a limited history with eBay; or

- We need to comply with the law.

### **What do we consider before holding funds?**

Before holding funds, we consider a number of factors, including information available to us from both internal sources and third parties, such as:

- Information you provide us, such as your business history and financial details;
- Publicly available information;
- Your industry;
- Your selling activity;
- Past disputes or dissatisfaction of your customers;
- Information we receive from related third parties;
- Whether the funds are related to an irregular or unusual transaction; and
- Other related information.

The more you use your account, the more we know about your activity. As such, our risk assessment may change and we may increase or decrease the amount of funds we hold based on that changed assessment.

### **How long do we hold funds?**

**For transaction holds and release amounts:** Funds are usually held for up to 21 days from the date the payment was received into your PayPal account. Funds may be held for longer than 21 days if:

- We believe that the increased risk associated with you or your account remains after 21 days;
- If you are a seller, we expect the delivery time of your goods or services to be longer than 21 days;
- You receive a dispute, claim, chargeback or reversal relating to the transaction subject to the hold; and/or
- We have taken another action permitted by this agreement, such as when you are required to verify your identity.

We may release a hold earlier than 21 days where we reasonably believe that the relevant transaction has successfully completed. Any earlier release is at our sole discretion. Funds held for buyer disputes may not be released until we consider the dispute resolved (but no longer than 180 days).

**Reserves and limitations:** If funds you receive are subject to a reserve, we will notify you how long funds will be held for at the time of setting the reserve. If access to funds is restricted because your account has been limited, you will usually gain access to those funds after the limitation has been lifted.

### **How do we use held funds?**

Generally, any funds we hold will be used in relation to the transactions to which the reserve or hold relates. For example, the held funds will be used when processing refunds, Chargebacks or Reversals, provided the original transaction was subject to a hold.

### **Other conditions of held funds:**

- You direct us to make any payments, reversals or refunds from held funds to a person entitled to them in accordance with this agreement.

- We may remove held funds from your account in accordance with this agreement
- Funds subject to a hold may be subject to a subsequent reversal, chargeback or claim, even after the hold has been released.

## Release amounts

If you are a seller, we may limit the amount you can withdraw or use from your PayPal balance to help protect us and our users from the risk of financial or other loss. The amount of your PayPal balance that will be available for immediate withdrawal or use is called a “release amount”.

We will notify you of the terms of any release amount we apply to your account.

In the event you do not agree to the terms of a release amount, you may close your account unless otherwise prohibited under this agreement. However, if your account is closed for any reason, we may hold the amount retained in your PayPal account for up to 180 days.

You may request an increase to your release amount once every 30 days.

## Reserves

We may place a reserve on funds held in your account at any time where we reasonably believe there may be a higher than acceptable level of risk associated with you, your PayPal account, your business model, or your transactions. The reserve helps protect us and our users from the risk of financial or other loss.

There are two types of reserves that may be placed on your PayPal account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
- **A Minimum reserve** is a specific minimum amount of money that you’re required to keep available in your PayPal balance at all times. The minimum reserve is either taken as an upfront amount deposited all at once or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as “pending and we’ll notify you of the terms of the reserve.

If we change the terms of the reserve due to a change in our risk assessment, we’ll notify you of the new terms.

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

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

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

## Account Limitations

Limitations are implemented to help protect PayPal, buyers and sellers when we notice [restricted activities](#), an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PayPal account open.

We may limit your access to sending, receiving or withdrawing funds for up to 180 days. A limitation may remain beyond 180 days if we reasonably believe there is still a risk to the integrity, security or reliability of us or our systems.

There are several reasons why your PayPal account could be limited, including:

- If we hold a reasonable belief that there is an increased risk associated with your PayPal account or other service you receive from us or one of our affiliates.
- If your account is associated with another account or service you receive from us, one of our affiliates or eBay which has been limited, is not in good standing, or poses a risk to the integrity, security or reliability of us or our systems.
- If we suspect someone could be using your PayPal account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorised transfers between your PayPal account and your bank account.
- In order to comply with the law.
- If we reasonably believe you have breached this agreement or violated the [Acceptable Use Policy](#).
- Seller performance indicating your PayPal account is high risk. Examples include: indications of poor seller performance because you've received an unusually high number of claims and chargebacks, selling an entirely new or high-cost product type, such as jewelry, or if your typical sales volume increases rapidly.
- Reports of unauthorised or unusual card use associated with the account;
- Reports of unauthorised or unusual bank account use associated with the account;
- Abuse by a buyer of the reversal process provided by the buyer's bank or card provider;
- Abuse by a buyer or seller of the PayPal Buyer Protection Policy or PayPal Seller Protection Policy;
- Multiple disputes from your customers received regarding about non-despatch of goods, non-delivery of services, goods not as described or problems with goods

shipped;

- Receipt of potentially fraudulent funds;
- Facilitation of fraudulent activity;
- Excessive disputes or reversals;
- Attempts to "double dip" by receiving funds in a dispute both from us and through a reversal or a refund from the seller or a third party;
- Refusal to cooperate in an investigation or with our requirements to verify your identity when requested;
- Initiation of transactions considered to be cash advances or assisting in cash advances;
- Sending unsolicited emails or posting referral links on websites where they are not permitted;
- Material breaches of this agreement or any of its incorporated policies;
- A risk assessment of your account conducted by us;
- The name on the Nominated Bank Account or Card not matching the name on your account;
- Return of an incoming electronic funds transfer for insufficient funds or incorrect bank details;
- Use of an anonymising proxy;
- Reports from credit agencies of a high level of risk;
- Use of your account is deemed by us, Visa, MasterCard, Discover or American Express to constitute abuse of the card system or a violation of card association rules, including using our system to test card behaviours;
- Logging in from a country not included in PayPal's permitted countries list;
- The occurrence of an insolvency event;
- Failure to provide us with information about you or your business activities that we may reasonably request; and/or
- Any other activities which we reasonably deem as high risk selling or receiving activity.

You must resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability. The actions we may take include:

- Return funds to the sender and restore access to your account;
- Continue to limit your account access to protect us against the risk of reversals, legal and/or regulatory risk or because we may be prohibited by law from releasing funds or unrestricting your account;
- Close your account by giving you notice and returning any funds held in your balance to you, less funds in dispute. If you are later determined to be entitled to



funds in dispute we will return those funds to you; or

- Refuse to provide our services to you in the future.

There may be certain situations where there is no specific action that you can take to help remove the limitation (for example, the limitation is put in place due to policies we have to ensure we're in compliance with laws). If you find that your PayPal account has been limited, you should either review the email you receive from us informing you that your PayPal account is limited, or log in to your PayPal account for additional details about the limitation on your PayPal account.

## **23. Court Orders, Regulatory Requirements or Other Legal Process**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayPal account, placing a reserve or limitation on your PayPal account, or releasing your funds. We will decide, in our sole discretion acting reasonably, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal

any court order or legal process involving you or your PayPal account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

## **24. Protection from Unauthorised Transactions**

This section applies to individuals only. It does not apply to non-sole trader businesses.

### **Liability for unauthorised transactions**

If you are an individual, the [ePayments Code](#) and this part determines your liability for losses arising from an unauthorised transaction. We warrant that we will comply with the [ePayments Code](#).

You can review your transaction history at any time by logging in to your account and clicking **Activity**. It is important that you regularly access and review your transaction history and immediately contact us if you believe your account has been compromised.

### **When you are not liable for loss**

You are not responsible for any loss resulting from an unauthorised transaction if:

- The loss was due to fraud or negligence by any of our employees or agents, or employees or agents (including merchants) involved in the Electronic Fund Transfer network;
- A [security key](#) or password was forged, faulty, expired or cancelled;
  - A transaction requiring the use of a security key and/or password occurred before the user received it (including a reissued security key and/or password);
- A transaction was incorrectly debited more than once; or
  - An unauthorised transaction was performed after we were informed that a

security key had been misused, lost or stolen or that the security of a password had been breached.

### **When you are liable for loss**

You are responsible for losses arising from an unauthorised transaction where we can prove on the balance of probability that you contributed to a loss through fraud or by breaching the password security requirements (see [Safety and Security Guidelines](#)). You will be liable in full for the actual losses that occur before the loss, theft or misuse of a security key or breach of password security is reported to us.

Where we can prove on the balance of probability that you contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a security key or breach of password security, you are liable for the actual losses that occur between:

- When you became aware of the security compromise or should reasonably have become aware of it.
- When the security compromise was reported to us.

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

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

### **Limits on your liability for losses**

Even when you are liable for losses, you will not be liable for the portion of losses incurred in any period that exceeds the applicable period's sending and/or withdrawal limits.

Where a security key or password was required to perform an unauthorised transaction and none of the above applies, you are liable for the least of:

- \$150, or a lower figure determined by us;
- The accessed balance of your account; or
- The actual loss at the time that the misuse, loss or theft of a device or breach of security key or password is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

### **Notifying PayPal of errors and unauthorised transactions**

If you believe there has been an error or unauthorised transaction, notify us as soon as possible by contacting us.

If you initially provide information to us by phone, we may also need you to send your complaint or question in writing within 10 business days. In this circumstance, please complete and mail the declaration as directed by the PayPal customer service representative.

It may take up to 45 days to investigate your complaint or question. Once we have completed our investigation we'll 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 may debit any provisional credit and fees related to the alleged error. You can request copies of the documents we used in our investigation. However, in some circumstances, we may not be able to provide these to you for legal reasons, including where that information or documentation contains private information we are not entitled to disclose.

## Confidentiality

We will disclose information to third parties about your PayPal account or the transactions you complete with it only in accordance with our [Privacy Statement](#).

## Reporting an Unauthorised Transaction

Contact us immediately if you believe your PayPal login information has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your login information. You could lose all the money in your PayPal account. If you tell us within 60 days after we provide you your PayPal account statement showing transfers you did not make, you will be eligible for 100% protection for Unauthorised Transactions.

## 25. Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your PayPal account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your PayPal account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
  - through no fault of ours, you did not have enough available funds to complete the transaction;
  - our system was not working properly and you knew about the breakdown when you started the transaction; or
  - the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from PayPal applying [holds, limitations or reserves](#).
- Delays based on a [payment review](#).
- Delays described under [How to buy something](#) related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that

you are sending).

## **26. Communications Between You and Us**

This agreement and any other agreements you have with us may be provided electronically. PayPal may communicate with you about your PayPal account and the PayPal services electronically. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 [business days](#) after we send it.

Except as otherwise set out in this agreement, written notices to PayPal must be sent by postal mail to:

PayPal        Australia  
GPO Box 351  
Sydney NSW 2001

## **27. PayPal's Rights**

### **PayPal suspension and termination rights**

PayPal, in its sole discretion and acting reasonably, may

- terminate or suspend an account immediately for any material breach of the agreement or the Acceptable Use Policy or breach of any law, or where PayPal forms a reasonable belief that the account poses an unacceptably high risk to it or to other users; or
- terminate or suspend an account at any time so as to protect its legitimate interests, including if it is unable to continue to offer the services to a user, subject to the provision of reasonable notice.

### **Security interest**

If you hold a business account, to secure your obligations to us under this agreement and any other agreement we enter into with you for the provision of our services, you grant us a security interest over the funds held in your PayPal balance under this agreement at any time. In addition to any of our rights under applicable law, you authorise us at any time, without notice or demand to you or to any other person, to exercise our rights under this agreement to deal with your PayPal balance.

If you hold a business account, you agree to execute and deliver to us any instruments and documents that we may reasonably request to perfect any security interest created under this agreement, including assisting with and paying for any costs of registration of the security interest on the Personal Property Securities Register.

### **Amounts owed to PayPal**

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

insufficient funds in your account to cover any amount you owe us, our affiliates or eBay, the amount becomes immediately due and payable by you and you authorise us to satisfy any of these debts by:

- Debiting your account at a later date;
- Debiting a preferred payment method;
  - Setting off the credit balance of any account you have with us or any monetary liability we owe you and towards satisfaction of your debt; or
- Any other legal means.

If you have a negative PayPal balance in non-Australian dollars for 21 days or longer, you authorise PayPal to convert it to Australian dollars, and you will be required to pay any applicable [currency conversion](#) fee.

### **Assumption of rights**

If PayPal invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

### **No waiver**

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

## **28. Indemnification and Limitation of Liability**

In this section, we use the term “PayPal” to refer to PayPal Australia Pty Ltd, our ultimate parent, PayPal Holdings, Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

### **Indemnification**

You indemnify and hold us, our affiliates, and each of their officers, directors and employees harmless from any claim or loss (including legal fees) arising out of or in connection with:

- your breach of this agreement, the Paypal Acceptable Use Policy, the Commercial Entity Agreement (if they apply to you) or any other agreement between you and PayPal;
- your breach of any law;
- your breach of any right of a third party;
- an act or omission of a person you authorise to access your account; or
  - subject to the [ePayments Code](#), an act or omission of a person not authorised to access your account as a result of your negligence.

Your liability under this clause will be proportionally reduced to the extent that PayPal caused or contributed to the relevant claim or loss, or where PayPal failed to take reasonable steps to mitigate the relevant claim or loss.

If you hold a business account, you indemnify us for all costs, claims, expenses, suits or demands we incur arising from chargebacks, reversals or refunds raised with respect to your account and effected in accordance with this agreement.

## Limitation of liability

**PayPal's liability is limited with respect to your PayPal account and your use of the PayPal services.** To the maximum extent permitted by law (and subject to our liability under any Consumer Guarantee), and to the extent that PayPal's liability is not otherwise limited by this part or any other term of this agreement in no event will PayPal be liable for Consequential Loss (whether the claim is in relation to the loss or damages arises under statute, in contract or in tort (including negligence) or otherwise) arising out of or in connection with:

- our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf;
- any of the PayPal services; or
- this agreement.

To the maximum extent permitted by law (and subject to our liability under Consumer Guarantee that may apply), in no event will PayPal be liable to you for any loss or damage of any kind (including Consequential Loss) arising out of or in connection with:

- your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services;
- delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf and any of the PayPal services;
- viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software or any of the PayPal services;
- glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them;
- the content, actions, or inactions of third parties;
- a suspension or other action taken with respect to your PayPal account; or
- your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PayPal's policies.

To the extent our liability is not otherwise limited by this part, and to the maximum extent

permitted by applicable law, PayPal is not liable for Consequential Loss.

To the maximum extent permitted by law, our liability for any breach or non-compliance with a Consumer Guarantee is limited to doing one or more of the following (at our election):

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

## **29. Disclaimer of Warranty and Release**

### **No warranty**

Subject to the operation of any Consumer Guarantee, any other law in relation to the goods and services provided under this agreement, or any other express warranty or representation we make in this agreement:

- The PayPal services are provided “as-is” and no condition or warranty in relation to any good or services supplied by PayPal is to be implied in this agreement, including any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
  - PayPal does not have any control over the products or services provided by sellers who accept PayPal as a payment method, 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 the PayPal services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf may be interfered with by numerous factors outside of our control.
  - PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal services are dependent upon many factors outside of our control, such as delays in the banking system.

### **Release of PayPal**

If you have a dispute with any other PayPal account holder, you release PayPal from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **30. Intellectual Property**

### **PayPal's trademarks**

"PayPal.com," "PayPal," and all logos related to the PayPal services are either



trademarks or registered trademarks of PayPal, Inc. or its licensors. You may not copy, imitate, modify or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by PayPal for the purpose of directing web traffic to the PayPal services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes PayPal or the PayPal services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal websites, any content thereon, the PayPal services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

### **License grants, generally**

If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then PayPal grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use PayPal's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the PayPal services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any other third party software application you use on the PayPal websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the PayPal services.

### **License grant from you to PayPal; intellectual property warranties**

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal. Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content. Subject to the [next paragraph](#), when you provide content to PayPal or post content using PayPal services, you grant PayPal (and parties that we work with) a non-



exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. PayPal will not compensate you for any of your content. You acknowledge that PayPal's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal.

### **License grant from sellers to PayPal**

Notwithstanding the provisions of the [prior paragraph](#), if you are a seller using the PayPal services to accept payments for goods and services, you hereby grant PayPal and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment form, and (2) any other use to which you specifically consent.

## **31. Miscellaneous**

### **Assignment**

You may not transfer or assign any rights or obligations you have under this user agreement without PayPal's prior written consent. PayPal may transfer or assign this user agreement or any right or obligation under this user agreement at any time. We will notify you of such a transfer or assignment.

### **Business days**

"Business day" means days that banks are open for business in Sydney, New South Wales, Australia

### **Consequential loss**

"Consequential Loss" means any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

### **Consumer guarantee**

A "consumer guarantee" is a right you may have under consumer protection laws against providers of goods or services.

### **Insolvency event**

An "insolvency event" can mean many things because there are different types of

insolvency and it depends on whether you are an individual or a business. Insolvency events are the happening of any of these events:

(a) You suspend payment of debts or cannot pay debts as and when they fall due;

(b) Where you are a body corporate:

- You become an externally-administered or deregistered body corporate under the Corporations Act 2001;
- Steps are taken by any person towards making you an externally-administered body corporate;
- A controller (as defined in section 9 of the Corporations Act 2001) is appointed for any of your property or any steps are taken for the appointment of a controller (but not where the steps taken are reversed or abandoned within 14 days); or
- You are taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001; or

(c) Where you are a natural person:

- You authorise a registered trustee or solicitor to call a meeting of your creditors or propose or enter into a deed of assignment or deed of arrangement or a composition with any creditors;
- A person holding a security interest in your assets takes any steps to or enters into possession or control of any of those assets; or
- You commit an act of bankruptcy; or

(d) An event happens analogous to an event specified above to which the law of another jurisdiction applies and the event has an effect in that jurisdiction similar to the effect which the event would have had if Australian law applied.

## **Consumer fraud warning**

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- **Spoofing:** a scammer sends forged or faked electronic documents or emails falsely claiming to be PayPal or coming from PayPal but asks you to send money outside your PayPal account.
- **Relative in Need:** a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send money.
- **Lottery or Prize:** a scammer informs you that you've won a lottery or prize and must send money in order to claim it.
- **Debt Collection:** a scammer impersonates a debt collector and induces you to send money using threats or intimidation.
- **Employment Related:** a scammer instructs you to send money in connection with a fraudulent offer of employment.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if

you don't send the payment through your PayPal account, you're not eligible for PayPal Buyer Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by contacting us.

### **Dormant accounts**

If you do not access log in to your PayPal account for two or more years, PayPal may close your PayPal account and any unused funds in your account will be subject to applicable laws regarding unclaimed monies.

### **Governing law**

This agreement is governed by the law in force in New South Wales.

### **Identity authentication**

You authorise PayPal, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information,
- requiring you to take steps to confirm ownership of your email address or financial instruments,
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources.
- requiring you to provide your driver licence or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that we verify your identity. PayPal reserves the right to close, suspend, or limit access to your PayPal account and/or the PayPal services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

### **PayPal is only a payment service provider**

We act as a payment service provider only. We do not:

- Act as a common carrier or public utility;
- Act as an escrow agent with respect to any funds kept in your account;
- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any buyer or seller;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

### **Severability**

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

### **Your use of information; Data protection laws**

If you receive information about another PayPal customer, you must keep the information confidential and only use it in connection with the PayPal services. You may not disclose or distribute any information about PayPal users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may

not send unsolicited emails to a PayPal customer or use the PayPal services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

To the extent that you (as a seller) process any personal data about a PayPal customer pursuant to this agreement, you agree to comply with the requirements of any applicable data protection laws. You have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement. If you process personal data from Europe pursuant to this agreement, you must comply with the EU Directive 95/46/EC or the General Data Protection Regulation (EU) 2016/679 (GDPR).

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any data protection laws by PayPal.