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# **Policy Updates**

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This page informs users in advance of important changes to the PayPal service, its User Agreement, or other policies. This page displays policy updates with future effective dates. Go to Past Policy Updates for previous policy updates.

# **Notice of Amendment to PayPal Legal Agreements**

Issued: 06 Jan, 2016 (for Effective Dates see each individual agreement below)

### Please read this document.

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

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

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

#### It's faster

You don't have to type in your card details each time you pay, so you can check out faster online.

#### It's easier

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

Please review the current  $\underline{\textbf{Legal Agreements}}$  in effect

# Notice of amendment to the PayPal User Agreement.

Effective Date: Mar 23, 2016

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking here or accessing it via the "Legal" or "Legal Agreements" footer on most PayPal site pages.

1. SEPA (for users with registered addresses in Lithuania)

Section 3.7 (Bank Transfers) is amended to reflect that a User with a registered address in Lithuania (in addition to those Users with registered addresses in Cyprus, Estonia, Greece, Ireland, Latvia, Malta, Slovakia and Slovenia) can now pay with their bank accounts and/or or make an electronic transfer from their bank accounts to PayPal via the SEPA direct debit framework. The relevant paragraph in Section 3.7 now reads as follows (with added wording underlined):

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

 $2. \ \ \, \textbf{Information for legal representatives of incapacitated or deceased Account holders}$ 

Section 7.1 is amended to clarify that legal representatives of incapacitated or deceased Account holders can contact us for assistance regarding the administration of the Accounts in question. Section 7.1 now reads as follows (with added wording underlined):

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

## 3. Restricted Activities - Linked Accounts

Under Section 9.1k, it is a Restricted Activity to control an Account that is linked to another Account that has engaged in a Restricted Activity. Section 9.1.k is amended to clarify how Accounts are deemed to be linked to each other. The amended section 9.1.k now reads as follows (presented in context with the relevant part of the root of section 9.1, with added wording underlined):

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

k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities (an Account is deemed to be "linked" to another Account for the purpose of this section 9.1.k where PayPal has reason to believe that both Accounts are controlled by the same legal personality or group of legal personalities (including, without limitation, individuals), which is more likely when both Accounts share certain attributes, including, without limitation, the same recorded user name, email address, funding source (e.g. bank account) and/or recorded ID used to receive services from PayPal's partners (such as an eBay ID));"

#### 4. Seller Protection

PayPal now may exclude from coverage under the Seller Protection Programme any "Unauthorised Payments" initiated in an environment not hosted by PayPal. Section 11.1.a is amended in order to outline that exclusion and now reads as follows (presented in context within section 11.1, with added wording underlined):

#### "11.1 What is PayPal seller protection?

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

- a. A Chargeback or Reversal was issued against you for the reason of an "Unauthorised Payment" (except for any "Unauthorised Payment" initiated in an environment not hosted by PayPal); or
- b. A Chargeback or Claim was issued against you for the reason of "Not Received",

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

#### 5. Errors and Unauthorised Transactions

When you report an "Improper Account Access" to PayPal you have certain rights under the terms and conditions of Section 12. "Improper Account Access" includes where someone has transferred or may have transferred money from your Account without your permission, under Section 12.1(v). We are amending Section 12.1(v) to ensure that "Improper Account Access" also includes where you link your Account with a third party platform to make payments from that platform and certain payments are made using that platform without your permission. The amended Section 12.1(v) reads as follows (with preceding wording shown to set the context and changes underlined):

"12.1 Identifying Errors and/or Unauthorised Transactions. You can inspect your transaction history at any time by logging in to your Account on the PayPal website and clicking the "History" tab. It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorised transaction sent from your Account; (ii) there has been unauthorised access to your Account; (iii) your password or PIN has been compromised; (iv) any device you have used to access the Services has been lost, stolen or deactivated, or (v) someone has transferred or may have transferred money from your Account without your permission (this includes where you link your Account with a third party platform (including a site or app), to make payments directly from that platform, but a payment was made from your Account for a transaction via that platform that you did not make) (collectively called "Improper Account Access")..."

## 6. PayPal Buyer Protection - your statutory rights

We are adding a short statement to section 13.1 to clarify that PayPal Buyer Protection does not affect your statutory rights against the Payment Recipient. The paragraph of section 13.1 so amended reads as follows (with changes underlined):

"...

PayPal Buyer Protection is neither a product warranty nor a service warranty. No guarantees are given. <u>PayPal Buyer Protection does not affect your statutory rights against the Payment Recipient.</u> Please also consider section 13.2 below (Is PayPal Buyer Protection right for me?).

..."

# 7. PayPal Buyer Protection – Conditions for reimbursement

Section 13.4.a.9 is amended to clarify that for all Users resident in the Relevant Countries (not just UK resident Users) contracting with PayPal under the User Agreement, the purchase of any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity is not eligible for reimbursement under PayPal Buyer Protection. Section 13.4.a.9 now reads as follows (set in context with its root clause):

## "13.4 Conditions for reimbursement

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

a. Your purchase is an eligible purchase. Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licences), except for purchases of the following:

9. any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity."

## 8. Other changes

Sections of the PayPal User Agreement have been amended to clarify existing wording (especially section 13 (PayPal Buyer Protection) and Schedule 1 Table of Fees) and correct minor typographical errors.

# Notice of amendment to the PayPal Privacy Policy

Effective Date: February 23, 2016

You can find the amended PayPal Privacy Policy below the version of that agreement currently in force by clicking **here** or accessing it via the "Legal" or "Legal Agreements" footer on most PayPal site pages.

# 1. How We Share Information with Other Third Parties

Section 6 has been amended to clarify the reason for which PayPal lists in the Privacy Policy the third party business providers and business partners to whom we may disclose your data.

Section 6 has also been amended to change the way PayPal will update the list of such third parties. PayPal will now update the list on each quarter date in a given year (January 1st, April 1st, July 1st and October 1st). You should review the list on every such quarter date. You will be deemed to have consented to the changes on the list after 30 days from the given quarter date. If you object to the changes, you may close your account and stop using our services.

Now the first three paragraphs of Section 6 read as follows:

"Just like most banks or financial/payment service providers, PayPal works with third-party service providers which provide important functions to us that allow us to be an

easier, faster, and safer way to make payments, and other business partners. We need to discusse user data to them from time to time so that the services can be performed.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal has listed in this Privacy Policy the third party service providers and business partners to whom we may disclose your data, together with the purpose of disclosure and type of information disclosed. You will find a link to those third parties here as well as in paragraphs a, b, d and g below. By accepting this Privacy Policy and maintaining an account with PayPal, you expressly consent to the transfer of your data to those third parties for the purposes listed.

PayPal may update the list of third parties referred to above every quarter (January 1st, April 1st, July 1st and October 1st). PayPal will only start transferring any data to any of the new entities or for the new purposes or data types indicated in each update after 30 days from the date when that list is made public through this Privacy Policy. You should review the list each quarter on the PayPal website on the dates stated above. If you do not object to the new data disclosure, within 30 days after the publication of the updated list of third parties, you are deemed to have accepted the changes to the list and to this Privacy Policy. If you do not agree with the changes, you may close your account and stop using our services."

You will find in the chart below the information about the third parties, new purposes or data types added to the list. You can access the full list of third parties here.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed	
Marketing and Public Relations	ThreatMetrix Inc. (USA)	To retrieve risk information regarding the IP and device from which customers are accessing PayPal, research and testing as to appropriateness of new products and services.	IP and hardware information about the device (device ID, User IP address and cookies.) Email address and other information collected during sign up.	
Marketing and Public Relations	Akamai Technologies Inc. (USA)	Content delivery network – to deliver PayPal page content from local servers to users. To also retrieve risk information regarding the IP and device from which customers are accessing PayPal, research and testing as to appropriateness of new products and services.	IP and hardware information about the device (device ID, User IP address cookies.) Circumstances of the conduct of IP.	
Credit Reference and Fraud Agencies	Soda Software Labs Limited (UK), Aire Labs Limited (UK), Biz Equity LLC (USA), Bizequity Limited (UK), DueDil Limited (UK), Creditsafe (UK), Creditsafe USA Inc. (USA), MilCard Limited (UK),Yodlee Inc. (USA)	To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out risk assessment on the customer and checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate). Al information supplied when applying for a product or account functionality (including information obtained from social media accounts or online reputation data.)	
Credit Reference and Fraud Agencies	National Credit Bureau (Russia)	To receive business information for risk assessment, and compliance with anti-money laundering requirements, such as establishing the corporate structure and beneficial ownership. To assist in making decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.	Company registration number, name, and address of business, name, address, date of birth of directors, any 'trading as' names, list of companies that directors are involved in, date company established/registered,	
	Intuit Inc. (USA), Intuit Limited (UK), The Sage Group plc (UK), Xero (UK) Limited, Xero Inc. (USA)	To receive information for risk assessment and assist in making decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).	
Credit Reference and Fraud Agencies	Yodlee Inc. (USA), Intuit Inc. (USA), Intuit Limited (UK), The Sage Group plc (UK), Xero (UK) Limited, Xero Inc. (USA)	To receive information for risk assessment and assist in making decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).	
Customer Service Outsourcing	Lithium Technologies Inc. (USA)  To provide customer services arising from customer contacts PayPal on social media channels		Information provided by the customer via social media channels which may include name, address, phone number, email addresses, social media user names, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information and promotional information.	
Marketing	PaketPLUS Marketing GmbH	Managing marketing campaigns, distributing flyers to merchants and follow up of the campaigns.	Consumer name, Location, Nature and scale of fraud on the account, Business name	
Market research	Eye square GmbH (DE)	To conduct customer service and marketing surveys	To conduct customer service and marketing surveys	
Commercial Partnership	Harrow Council (UK)	Pay out funds to benefit recipients using PayPal	All Account Information	
Operational Services	eBay Enterprise (GSI Commerce) (US)	Processing of PayPal payments and provision of customer support on merchants behalf.	Name, address, phone number, email addresses, truncated and limited, funding source expiration dates, type of PayPal account,, account status, last four digits of financial instruments account, sor code, account balance, details of account transactions	
Operational	Chhakalaet (NII )	Process PayPal transactions, facilitate settlement of funds outside	Name, address, phone number, email addresses, truncated and limited, funding source expiration dates, type of PayPal account,, account status,	

Services	GIOUGICUICCE (IYL)	of the PayPal system and reporting.	last four digits of financial instruments account, sort code, account balance, details of account transactions	
Marketing and Public Relations	Google Inc., Google Ireland, Ltd. (Ireland), DoubleClick Europe Ltd (UK), DoubleClick, a division of Google, Inc	Help identify behaviour on PayPal websites and the mobile app in order to guide decision about targeted marketing; to help efficiently handling and optimising desktop and mobile campaigns and elsewhere in the web and execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users. Advertising ID and device ID to segment user groups based on app behaviour, encrypted e-mail address associated with PayPal users (without indicating account relationship).	
Marketing and Public Relations	Appnexus, Inc. (US), BlueKai, Inc. (US), Adobe Systems Incorporated (US), Mediamath Inc. (US), Criteo SA (France)	To execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users.	
Marketing and Public Relations	Facebook, Inc (USA), Facebook Ireland Limited (Ireland) and Twitter, Inc. (USA), AdRoll, Yahoo	To execute retargeting campaigns in order to deliver personalised advertising.	Advertising ID and device ID to segment user groups based on app behaviour, encrypted e-mail address associated with PayPal users (without indicating account relationship). Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users.	
Marketing and Public Relations	Conversant Inc. (USA), Commission Junction (USA), Conversant GmbH (Germany), Conversant International Ltd. (Ireland)	To execute and measure retargeting campaigns in order to identify visitors and redirect them though personalised advertising campaigns.	Hashed PayPal Account ID (as appropriate) as wel as ,device ID used by a specific person, content of advertisements to be delivered, and segmentation in a user group for advertisement purposes.	
Marketing and Public Relations	StrikeAd UK Ltd. (UK), Criteo Ltd. (UK), Criteo Singapore Pte. Ltd (SP), Tapjoy Inc (US)., Supersonic Ltd., StrikeAd Inc. (US), Exponential Interactive Inc (US), InMobi (US), MoPub Inc. (US), AdMob Inc (US), Milenial Media Inc (US), Tapad Inc, Drawbridge Inc, Mobkoi, (UK) Fiksu, Inc. (US), Nanigans, Inc. (US), Eloqua, a division of Oracle Inc., Criteo SA (France), Rocket Fuel, StrikeAd Inc. (US)	To execute and measure retargeting campaigns in order to segment users for PayPal marketing campaigns.	Anonymous cookie ID, Advertising ID, and/or device ID to segment user groups for marketing purposes.	
Marketing and Public Relations	Alliance Data FHC, Inc., trading as Epsilon International and/or Epsilon Communication Solutions, S.L	To execute outbound communication campaigns including, but not limited to, email and push notifications.	Contact information inluding, but not limited to, name, email, telephone number. Anonymous cooke ID, Advertising ID. Content of communications to be delivered to specific users and, as appropriate, segmentation group to which such person belongs to for communication purposes.	
Marketing and Public Relations	Adjust GmbH (Germany)	Help identify behaviour in the mobile app in order to guide decision about targeted marketing; to help efficiently handling and optimising mobile campaigns on social networks and elsewhere in the web	Anonymous cookie ID, Advertising ID, and Device ID used by a specific person, events in the mobile app about the use of the mobile app by a specific user (including, without limitation, login, successful completion of the transaction), but no payment and financial information details. Content of advertisements to be delivered to specific users and, as appropriate, segmentation group to which such person belongs to for advertisement purposes.	
Marketing and Public Relations	Visual IQ, Inc (US)	Cross Device / Channel Measurement	Advertising ID and device ID to segment user groups based on app behaviour, encrypted e-mail address associated with PayPal users (without indicating account relationship). Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages,ads and emails delivered to users.	
Commercial Partnership	VODAFONE SALES & SERVICES LIMITED (UK)	Marketing and management to allow PayPal to operate with third party products like the Vodafone Wallet	First, Last Name, Billing Address (Street Name, House Number, City, State, Postal Code, Country), Payer ID, Gwen Payment Method, CMID / Client Metadata ID, e-mail	
Payment processor	Carta Financial Services Limited (United Kingdom)	Processing payments to allow PayPal to operate with third party products like the Vodafone Wallet	First, Last Name, Billing Address (Street Name, House Number, City, State, Postal Code, Country), Payer ID, Given Payment Method, CMID / Client Metadata ID, e-mail	
Partner	Cloud IQ (United Kingdom)	Providing assistance with PayPal services to business customers	Customer name, business name, phone numbers, contact email addresses, website, business industry, number of PayPal transactions, transaction volume with PayPal, domestic / international transaction volume split, shipping details, card details for the payment	
Partner	WebInterpret (France)	Providing assistance with PayPal services to business customers	Customer name, business name, phone numbers, contact email addresses, website, business industry, number of PayPal transactions, transaction volume with PayPal, domestic / international transaction volume split, shipping details, card details for the payment	
Marketing and Public Relations	TubeMogul Inc (US), AdaptTV (UK)	To execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in Webpages, ads and emails delivered to users.	
Credit Reference and Fraud Agencies	Creditsafe UK	To receive business information for risk assessment, and compliance with anti-money laundering requirements, such as establishing the corporate structure and beneficial ownership.	Company registration number, name, and address of business, name, address, date of birth of directors	
Agencies	Data Protection Agencies located in Austria, Belgium, Bulgaria Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania,	To provide the Agencies listed with information within their authority (upon their request) and to respond to queries and/or investigations instigated by users or other stakeholders in the countries where they have jurisdiction.	All account information	

Slovakia, Slovenia, Spain, Sweden, and	
the UK.	

## 2. Other changes

Section 2 of the PayPal Privacy Policy has been amended to clarify existing wording.

# Notice of amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: Mar 23, 2016

You can find the amended PayPal Website Payments Pro and Virtual Terminal Agreement below the version of that agreement currently in force by clicking **here** or accessing it via the "Legal" or "Legal Agreements" footer on most PayPal site pages. This product is available to only UK resident Users.

## 1. Additional fees for specific functions — Fees for receiving payments for Cross Border transactions

Fees for receiving payments for Cross Border transactions continue to be determined by the region in which the sender's PayPal account is registered. The Cross Border Fee sender regions (and their constituent countries) are realigned and the fees are amended so that the contents of the first entry in the table at section 2.3 (Fees – Additional fees for specific functions") read as follows (shown in context with its root clause, with changes underlined):

## "2. Fees

3. Additional fees for specific functions. You also agree to pay the following fees:

Function	Fees		
	The following percentage of the payment you received (depending on the sender's country):		
	Sender's country	Additional Fee	
	Northern Europe*	0.4%	
	Europe I**	0.5%	
Cross-border transaction: Additional charge for receiving a payment:	US/ Canada	1.0%	
(i) from an Account having a different Account Nationality (as	Europe II***	1. <u>3</u> %	
defined below) ; or (ii) where the payer's card is from outside the	Rest of World	1. <u>8</u> %	
United Kingdom	* <u>Aland Islands</u> , Denmark, <u>Faroe Islands</u> , Finland, Greenland, Iceland, Norway, Sweden.		
<b>Note:</b> Cross Border Euro or Swedish Krona payments made; (j) between Accounts registered in; or (j) by cards from; the European Union or EEA do not incur this additional charge.	** Austria, Belgium, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadelbupe, Martinique, Reunion and Mayotte), Germany , Gibraltar, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, <u>Montenegro</u> , Netherlands, Portugal, , San Marino, Slovakia, Slovenia, Spain, United Kingdom, Vatican City State.		
	· · · · · · · · · · · · · · · · · · ·	htenstein, Lithuani	& Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, ia, Macedonia, Moldova, Poland, Romania, Russian Federation,

## 2. Other changes

Sections of the PayPal Website Payments Pro and Virtual Terminal Agreement have been amended to clarify existing wording and correct minor typographical errors.

# Notice of amendment to the PayPal Here™ Agreement

Effective Date: Mar 23, 2016

You can find the amended PayPal Here™ Agreement below the version of that agreement currently in force by clicking **here** or accessing it via the "Legal" or "Legal Agreements" footer on most PayPal site pages. This product is available to only UK resident Users.

# 1. PayPal Here Merchant Rate

The Fee table for the PayPal Here Merchant Rate in Section 10 of the PayPal Here Agreement is updated to reflect an additional tier rate of 1.4% of the payment amount plus GBP 0.20 per payment where the aggregate monetary amount of payments received in your Account in the previous calendar month via the PayPal Here App and as Commercial Transaction payments is above GBP 55,000.00. The PayPal Here Merchant Rate fee table (found in the general fee table at Section 10) now reads as follows:

Aggregate monetary amount of payments received in your Account in the previous calendar months	PayPal Here Merchant Rate fee per payment
i. via the PayPal Here App; and	
i. as Commercial Transaction payments.	
GBP 0.00 - GBP 6,000.00	2.75% of the payment amount
GBP 6,000.01 - GBP 15,000.00	2.4% of the payment amount plus GBP 0.20
GBP 15,000 <u>.01 – GBP 55,000.00</u>	1.9% of the payment amount plus GBP 0.20
Above GBP 55,000.00	1.4% of the payment amount plus GBP 0.20

# 2. PayPal Here App

The definition of PayPal Here App is amended to include not only "off the shelf" software applications but also software applications in other formats (such as software development kits) as made available by PayPal. The definition of PayPal Here App now reads as follows:

""PayPal Here App" means the PayPal Here software application for merchants, which PayPal may make available from time to time in: (i) "off the shelf" format from the Apple App Store, Amazon Appstore, Google Play or other similar outlets; and/or (ii) other formats, including, without limitation, in software development kit format."

# Notice of amendment to the Commercial Entity Agreements

Effective Date: Jan 23, 2016

This notice applies only if you have accepted the terms and conditions of the Commercial Entity Agreements, (typically if you are a User receiving card-funded payments for commercial transactions).

Although PayPal is not a party to the Commercial Entity Agreements, these agreements affect how you receive card-funded payments using PayPal's services. They are your direct agreements with PayPal's banking partners, who enable you to receive card-funded PayPal payments.

The Commercial Entity Agreements apply to merchants across the world – this means that not all of the changes to these agreements affect merchants resident in Europe. We have given notice only of the changes that affect merchants resident in Europe.

You can find the amended Commercial Entity Agreements below the version of those agreements currently in force by clicking **here** or accessing them via the "Legal" or "Legal Agreements" footer on most PayPal site pages.

## 1. HSBC Bank Commercial Entity Agreement for Credit Card Processing Services

Until the Effective Date, your agreement is with HSBC Bank Plc (as Member) and GPUK LLP (as Processor). On and from the Effective Date, the role of Member in this agreement, in respect of card processing services provided to you under this agreement, is undertaken by GPUK LLP instead. This means that GPUK LLP acts as Member and Processor under the agreement on and from the Effective Date. You do not need to do anything to accept the change.

For information only, this agreement is also amended for merchants based outside of Europe – merchants based in Europe are not affected by these particular amendments.

## 2. Commercial Entity Agreement For PayPal Payment Card Funded Processing Services (WorldPay)

For information only, this agreement is amended only for merchants based outside of Europe. Merchants based in Europe are not affected by these amendments.

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