

CONTRACT APPROVAL FORM RECEIVED CONTRACT MANAGEMENT

(Contract Management Use only) CONTRACT TRACKING NO. Cm1579

2010 APR 12 PM 3:30

CONTRACTOR INFORMATION

Name: PayPal

Address: City State Zip

Contractor's Administrator Name: Mark Zbylut Title Account Executive

Tel#: 402-938-3602 eFax#: 877-605-6881 Email: mzbylut@paypal.com

10 APR 12 PM 2:15

CONTRACT INFORMATION

Contract Name: PayPal User Agreement Contract Value:

Brief Description: PayPal will allow Nassau County residents to pay their fines & fees online. This will allow the Library to collect outstanding fines & fees without going to collections.

Contract Dates to Status: XX New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop Other

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase

New Contract Dates: TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 4/12/10 Department Head Signature Date

Funding Source/Acct # Funds collected by PayPal will be credited to Revenue account minus the user agreement fee. 01712, 01713, 01714, 01715, 01716-352010

2. [Signature] 4-12-10 Contract Management Date

3. [Signature] Date County Attorney (approved as to form only)

4. [Signature] 4/14/10 Office of Management & Budget Date

Comments:

Interim - COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 4/14/10 Date Ted Setby

RECEIVED CONTRACT MANAGEMENT 2010 APR 15 PM 1:30

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance



Dawn S. Bostwick, Library Director  
Janet W. Loveless, Assistant Director

**Nassau County Public Library System**

25 N. 4<sup>th</sup> Street  
Fernandina Beach, FL 32034  
Phone: 904-277-7365 Fax: 277-7366

<http://read.nassau.lib.fl.us>

**To: Charlotte Young, Contract Services**

**From: Dawn S. Bostwick, Library Director**

**Date: 29 March 2010**

**Re: PayPal User Agreement**

Charlotte,

We would like to begin collecting library fines and fees via the Internet using PayPal in order to assist with recovering some of the library's outstanding fines. Mr. Sealover has given us permission to do this.

Claire and I started to set up the account and were then able to print PayPal's User Agreement, please find this attached. There is no indication of a place to sign the agreement, we would just check the box on the electronic form and then create the account.

We thought we would send this to you first to see if this is okay to proceed.

Thank you.

**Callahan**

450086 SR 200  
Callahan, FL 32011

**Hilliard**

37177 Pecan St  
Hilliard, FL 32046

**Yulee**

76346 Wm Butts  
Yulee, FL 32097

**Bryceville**

7280 Motes Rd  
Bryceville, FL 32009

2010 MAR 30 AM 10:43  
RECEIVED  
CONTRACT MANAGEMENT  
PROGRAM



Dawn S. Bostwick, Library Director  
Janet W. Loveless, Assistant Director

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**To: Mr. Sealover, County Coordinator**  
**From: Dawn S. Bostwick, Library Director**  
**Date: 15 March 2010**  
**Re: Request to Begin Online Pay**

*DWB:*

*Sounds good to me*

10 MAR 15 PM 1:54  
LIBRARY  
SERVICES

Mr. Sealover,  
I recently ran a report from our circulation software that says residents have over \$22,000 outstanding in fines at the library. This is only for items that were returned late. The report does not count the value of items that have not been returned to us.

In an effort to collect some of these fines, I thought about adding an online payment option to our library website. Residents have asked to pay their fines with a credit card or debit card; which we can not accept at this time. I do believe if we made it easier for people to clear their fines we may collect more of them.

Residents can view their account through our library website anytime, but they can not make payments. For instance, a resident wishes to renew their library materials from home, or place a hold on an item, can do this as long as they do not owe more than \$10. We can remove this block and make it easy for them to pay online, and not have to make a separate trip to the library.

Allowing payments online could potentially save us hundreds of dollars per year in mailing overdue notices. The cost of postage is one barrier to cleaning up our patron database.

I spoke to Doug from Nassau Utilities, his office is using PayPal. He said it has been very successful for them. He said they have been able to collect twice as much as previously.

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PayPal has an interface for our library software, so people can pay their fines directly from their library acct. The online 'shopping cart' will show from PayPal. It is secure, and the software is free. I also checked with Mark Johnson. He said this is not a problem from an IT stand point.

We were quoted 2.2% plus .30 per transaction based on the average amount collected last fiscal year.

There are no written agreements with time frames, so we can try it for any period of time. Fines collected are deposited into a virtual account, then transferred directly to the county's account. Many reports are available that will allow us to track funds, and turn in receipts to Finance for our library's activity.

I would like to try this for a one year period to see if we can collect the fines that are currently owed, and hopefully keep current fines from accruing so high.

See attached print out and email from PayPal.

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Callahan, FL 32011

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## Website Payments Standard: Pricing

The transaction prices listed are for the U.S. only. [Learn more about accepting international payments.](#)

Monthly Income	Per Transaction	Transaction Price Example
\$0.00 USD - \$3,000.00 USD	2.9% + \$0.30 USD	You'll pay \$3.20 USD on a \$100.00 USD transaction.
\$3,000.01 USD - \$10,000.00 USD	2.5% + \$0.30 USD Merchant Rate qualification required	You'll pay \$2.80 USD on a \$100.00 USD transaction.
\$10,000.01 USD - \$100,000.00 USD	2.2% + \$0.30 USD Merchant Rate qualification required	You'll pay \$2.50 USD on a \$100.00 USD transaction.
> \$100,000.00 USD	1.9% + \$0.30 USD Merchant Rate qualification required	You'll pay \$2.20 USD on a \$100.00 USD transaction.

[Sign Up](#)

[Learn more about Website Payments Standard.](#)

### Qualify for Lower Pricing With PayPal's Merchant Rate

When you've been a PayPal member for more than 90 days and your sales volume is more than \$3,000.00 USD per month, you're eligible for [PayPal's Merchant Rate](#). PayPal bases eligibility on sales volume from the previous calendar month.

To qualify, you must meet the [Merchant Rate criteria](#). If you qualify, [log in](#) to your PayPal account and complete our one-time application form.

To find out more about this special rate, contact sales at **1-800-858-4890**.

### The PayPal Advantage

- No obligation**  
There are no long-term contracts, and you can cancel anytime.
- Chargeback protection**  
We help protect you from chargebacks. On [qualifying transactions](#), PayPal's Seller Protection Policy shields you from certain liabilities that some merchant accounts may have.
- Accept payments immediately**  
[Sign up](#) for a PayPal Premier or Business account, and start accepting payments today. There's no lengthy application process.

## Claire Shepherd

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**From:** Zbylut, Mark [mzbylut@paypal.com]  
**Sent:** Friday, March 12, 2010 2:11 PM  
**To:** Claire Shepherd  
**Subject:** Accept Online Payments With PayPal

Claire,

Thank you for speaking with me about your payment processing needs. We're eager to help you start accepting payments on your website. Once you go live with PayPal, you'll be able to offer your customers a safer, easier shopping experience that will keep them coming back for more.

### About Website Payments Standard

**VISA**



As we discussed, **Website Payments Standard** would be the best PayPal solution for your business. Because it's so easy to set up, you can start accepting payments today. Customers can pay you online with their credit cards (Visa, MasterCard, American Express, and Discover) or debit cards, even if they don't have a PayPal account.

With Website Payments Standard, you'll enjoy:

**Easy setup** – Choose from hundreds of shopping carts that are already pre-integrated with Website Payments Standard.

**Low fees** – You only pay per-transaction fees of 1.9% to 2.9% + \$0.30 USD for all card types. There are no setup, monthly, cancellation, or gateway fees. In addition, there are no monthly minimums or downgrade fees, and PayPal doesn't charge you many of the fees that other providers do.

**No application** – You don't have to apply for an internet merchant account or submit a credit application.

**Built-in data security** – You never have to worry about PCI compliance issues or the safety of your customers' data. PayPal strictly adheres to international PCI compliance standards for data security.

[Watch this demo](#) to learn more about Website Payments Standard.

*PayPal provides a convenient, easy-to-use online checkout service for small business owners that is used by millions of people around the world. Users trust it with confidence, as we do.*

Mark Karlin  
Editor and Publisher  
BuzzFlash.com  
Website Payments Standard User

### Signing up for a PayPal Business Account

The first step is to sign up for a PayPal Business account. It takes just a few minutes. Here's what to do:

1. Visit [www.PayPal.com](http://www.PayPal.com).
2. At the top of the page, click **Sign Up**.

3. Under **Business Account**, click **Start Now**.
4. In the drop-down menu, select **Website Payments Standard**, and then click **Continue**.
5. Read the brief overview of the signup process, and then click **Go**.
6. Complete the form.
  - You can just estimate your average transaction price, monthly volume, and percentage of revenue from online sales.
  - Please provide a valid email address so we can send you a confirmation email, and a customer service email address and phone number for customers to use to contact you during payment.
  - Click **Continue**.
7. On the following page, complete the form. Click **Continue**.
8. Follow the instructions to add a bank account, which will allow you to transfer funds from your PayPal account. Click **Continue**.
9. You will receive a confirmation email. Click the link in the email to verify your account.
10. On the confirmation page, enter your password and click **Confirm**.

Once you've confirmed your account, you'll be just a few steps away from accepting payments on your website. Next, to use third-party carts that are pre-integrated with Website Payments Standard, just follow these steps:

1. Find the **payment methods** or **payment processors** section within your shopping cart.
2. Find the **PayPal Website Payments Standard** or **PayPal IPN** option.
3. Enter your PayPal email address in the appropriate field.
4. Select any other settings the cart requires and then save the settings.

These instructions should get you up and running. Need more information? Download the [Website Payments Standard Integration Guide](#).

Once you have set up your PayPal account, please email or call me so I can ensure it was set up properly. We appreciate your business.

Sincerely,

**Mark Zbylut**

**Account Executive**

**PayPal The safer, easier way to pay online**

**Direct 402 938-3602 | Toll Free (866)445-3167 ext. 33602**

**eFax (877) 605-6881 | [mzbylut@paypal.com](mailto:mzbylut@paypal.com)**

**Monday - Thursday 9:00 - 6:00 CST Friday 8:00 - 5:00 CST**



## PayPal User Agreement

Last Update: Mar 10, 2010

This Agreement contains fifteen sections. You may jump directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions in Section 15. Underlined words in this Agreement and on our website hyperlink to relevant information.

### Jump to section:

- [1. Our Relationship With You.](#)
- [2. Eligibility and Types of Accounts.](#)
- [3. Sending Money.](#)
- [4. Receiving Money.](#)
- [5. Account Balances.](#)
- [6. Withdrawing Money.](#)
- [7. Closing Your Account.](#)
- [8. Fees.](#)
- [9. Restricted Activities.](#)
- [10. Your Liability - Actions We May Take.](#)
- [11. Protection For Sellers.](#)
- [12. Unauthorized Transactions](#)
- [13. Protection for Buyers.](#)
- [14. Disputes with PayPal.](#)
- [15. Definitions](#)

This User Agreement ("Agreement") is a contract between you and PayPal and applies to your use of PayPal's Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement. In addition, you must read, agree with and accept any applicable agreements on the [Legal Agreements](#) page.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of Substantial Change by posting notice on the "Policy Updates" page of our website.

**This is an important document which you must consider carefully when choosing whether to use the Services at any time. This Agreement also highlights certain risks of using the Services.**

**Please note the following risks of using the PayPal service:**

**Payments received in your PayPal account may be reversed at a later time, for example, if such a payment is subject to a Chargeback, Reversal, Claim or otherwise invalidated. This means that for some of our sellers, payments received into their Account may be returned to the sender or otherwise removed from their Account after they have been paid and/or delivered any goods or services sold.**

**You can help protect yourself from the risk of a payment being reversed from your Account by following the criteria set out in the Protection for Sellers section and by following the other guidance provided in the "Security Center" accessible via every page of the PayPal website.**

**We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds for up to 180 Days if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.**

**If you wish to open a Dispute through PayPal's Online Resolution Center you must do so within 45 days of making your payment.**

**You must consider such risks and guidance when using PayPal.**

### **1. Our Relationship With You.**



**1.1 PayPal is only a Payment Service Provider.** PayPal helps you make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as your agent with respect to the custody of your funds only. PayPal does not have control of, or liability for, the products or services that are paid for with our Service. We do not guarantee the identity of any User or ensure that a buyer or a seller will complete a transaction.

**1.2 Your Privacy.** Protecting your privacy is very important to PayPal. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information.

**1.3 Privacy of Others.** If you receive Information about another PayPal User through the Service, you must keep the Information confidential and only use it in connection with the Service. You may not disclose or distribute a PayPal User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.

**1.4 Intellectual Property.** "PayPal.com", "PayPal", and all logos, related to the Service, are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate 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, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the Service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the Service or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the 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.

**1.5 Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

**1.6 Notices to You.** You agree that PayPal may provide notice to you by posting it on our website, emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting PayPal as described in section 1.7 below. PayPal will charge you a Records Request Fee (per section 8) to provide a paper copy. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic communications.

**1.7 Notices to PayPal.** Except as otherwise stated below in section 12 (Errors and Unauthorized Transactions) and section 14 (Disputes with PayPal), notice to PayPal must be sent by postal mail to: PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131.

**1.8 Transaction History.** You may view your transaction history by logging into your PayPal Account and looking at your Account History. You agree to review your transactions through your Account History instead of receiving periodic statements by mail.

**1.9 Calls to You.** By providing PayPal a telephone number (including a wireless/cellular telephone), you consent to receiving autodialed and prerecorded message calls from PayPal at that number.

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## 2. Eligibility and Types of Accounts.

**2.1 Eligibility.** To be eligible for our Services, you must be at least 18 years old and a resident of the United States or one of the countries listed on the [PayPal WorldWide](#) page. This Agreement applies only to Users who are residents of the United States. If you are a resident of another country, you may access your agreement from our website in your country (if applicable).

**2.2 Personal, Premier and Business Accounts.** We offer three different types of Accounts: Personal, Premier and Business Accounts. You may only hold one Personal Account and either one Premier or one Business Account. By opening a Premier or Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes.

**2.3 Identity Authentication.** You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate 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 and verifying your Information against third party databases or through other sources.

**2.4 Credit Report Authorization for Premier and Business Accounts.** If you open a Premier or Business Account, you are providing PayPal with your written instructions to obtain your personal and/or business credit report from a credit bureau. PayPal may obtain your credit report: (a) when you open (or upgrade to) a Premier or Business Account, or (b) any time thereafter if PayPal reasonably believes there may be an increased level of risk associated with your Account. An increased level of risk includes, but is not limited to, a high number of chargebacks or reversals, or suspicious activity associated with your Account.

### 3. Sending Money.

**3.1 Sending Limits.** We may, at our discretion, impose limits on the amount of money you can send through our Service. You can view your sending limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. If you have a Verified Account, we may increase your sending limits.

**3.2 Default Payment Methods.** When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order:

- a. Balance
- b. Instant Transfer from your bank account
- c. PayPal Credit
- d. Debit card
- e. Credit card
- f. eCheck

**Note:** We will use your Balance first even if you have selected a Preferred Payment Method (unless your Preferred Payment Method is PayPal Credit or eCheck in which case we will use these Payment Methods first). If you don't want to use your Balance, you can withdraw it before making a payment.

**3.3 Preferred Payment Method.** If you would like to select a Preferred Payment Method you may do so in these instances:

- a. Each time you make a payment. Each time you make a payment, you may select a Preferred Payment Method. You may do so on the "Review Your Payment" page by clicking on the link to change your payment method and selecting from the available payment options.
- b. In your Account Profile – Recurring Payments. If you have set up a Recurring Payment, Automatic Payment, or in most instances where you have authorized a merchant to charge your PayPal Account without requiring you to log-in to your Account, you may select a Preferred Payment Method for all future payments to the merchant. You may do so by logging in to your Account, selecting "Profile", selecting "Recurring Payments" or "Pay List", and then by selecting the links to set a Preferred Payment Method (may be called "Backup Payment Method").
- c. In your Account Profile – PayPal Credit. If you have a PayPal Credit product, you may select it as your Preferred Payment Source for all future payments that you make through PayPal. You may do so by logging in to your Account, selecting "Profile", selecting your PayPal Credit product, and then by selecting the links to set it as a Preferred Payment Method.
- d. Limitations. If you have a Balance in your PayPal Account, PayPal will use your Balance instead of your Preferred Payment Method, unless your Preferred Payment Method is PayPal Credit or eCheck.
- e. Quick Pay. If you elect to use "Quick Pay" for any of your PayPal Mobile payments, you will not be able to select a Preferred Payment Method for your future PayPal Mobile payments made with Quick Pay. You may cancel your "Quick Pay" setting at any time from your mobile phone.

**3.4 Payment Method Limitations.** In order to manage risk, PayPal may limit the Payment Methods available for a transaction. In such a case, you may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory.

**3.5 Bank Transfers.** When Instant Transfer or eCheck is used as your Payment Method, or when you initiate an Add Funds transaction, you are requesting an electronic transfer from your bank account. For these transactions, PayPal will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to PayPal to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. You give PayPal the right to resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds.

**3.6 Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal liable for any damages resulting from a recipient's decision not to accept a payment made through the Service. We will return any unclaimed, refunded or denied payment within 30 Days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Balance or to the original Payment Method.

**3.7 Merchant Processing Delay.** When you send a payment to certain merchants, you are providing an Authorization to the merchant to process your payment and complete the transaction. The payment will be held as pending until the merchant processes your payment.

Some merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate (which includes a Currency Conversion Fee) will be determined at the time the merchant processes your payment and completes the transaction.

**3.8 Recurring Payments.** A Recurring Payment is a payment in which you authorize a merchant to directly charge your PayPal account on a one-time, regular, or sporadic basis. An example of a Recurring Payment is signing up for a service where you agree to allow a merchant to directly charge your PayPal account each month for a particular service you have purchased. Recurring Payments are sometimes called "subscriptions", "preapproved payments, or "automatic payments".

**3.9 Waiver of Notice for Certain Recurring Payments.** When a Recurring Payment is made by Instant Transfer or eCheck, you have the right to contact the merchant and insist on 10 Days advance notice before the payment is made, if the amount of the payment may vary. This is designed to protect you from having insufficient funds in your bank account. By establishing a Recurring Payment, you are agreeing to receive this advance notice only when your total payments to a merchant exceed the limit established between you and the merchant.

**3.10 Canceling Recurring Payments.** You may cancel a Recurring Payment at any time up to 3 Business Days prior to the date the payment is scheduled to be made. To cancel a Recurring Payment, log in to your Account, access the My Account tab, then access the Profile tab, then access the Financial Information column and click on either "Pay List" or "Recurring Payments" and follow the instructions to cancel the payment. Please keep in mind that Recurring Payments are sometimes referred to as "subscriptions" or "preapproved payments". In addition, if you cancel a Recurring Payment you may still be liable to the merchant for the payment and be required to pay the merchant through alternative means.

**3.11 Sending Money in Multiple Currencies.** When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send money in a currency that is not your primary currency, we follow these practices:

- a. If you have a Balance in the requested currency, we will fund your transaction from your Balance.
- b. If you have a Balance in a different currency, we will perform a currency conversion and use it to fund your transaction.
- c. If you do not have a Balance, we will fund your transaction through your Default Payment Methods.
- d. If you are using your PayPal Debit Card or PayPal Plug-In your transaction will be funded with your U.S. dollar Balance, even if you have a Balance in another currency. Any required currency conversion will be performed by Visa, MasterCard, or a similar third party and may be subject to a fee by that third party.

The Currency Conversion Fee in section 8 of this Agreement will apply whenever PayPal performs a currency conversion.

**3.12 PayPal Mobile.** PayPal Mobile is a Service that allows you to send and receive payments through your mobile phone. PayPal Mobile is not available in all countries. If you use PayPal Mobile you are responsible for any fees that your phone service provider charges for SMS, data services, etc. Your phone service provider is not the provider of the PayPal Services.

**3.13 Debit Card Processing.** PayPal will process your debit card funded transactions through either the ATM debit network or the Visa/MasterCard network. If you would like to have your transaction processed through the Visa/MasterCard network, you may do so each time you make a payment by clicking the "View PayPal Policies" link on the payment confirmation page.

**3.14 PayPal Plug-In.** The PayPal Plug-In allows you to use your PayPal account to make payments on the internet everywhere that MasterCard is accepted - including websites that do not accept PayPal. The PayPal Plug-In works by issuing you a unique 16 digit number and an expiration date (called a "secure card") that you can use to make a purchase. The secure card cannot be used for any purchases where a physical card must be presented to a merchant for payment. When you use the PayPal Plug-In to send a payment, the payment will be funded from your Balance, bank account or PayPal Credit. You may not use a debit card or credit card as a Payment Method when sending a payment with PayPal Plug-in.

**3.15 Credit Card Information** – If your credit card account number changes or your credit card expiration date changes, we may acquire that information from our financial services partner and update your Account.

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## 4. Receiving Money.

### 4.1 Receiving Personal Payments.

If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase. If you do so, PayPal may remove your ability to accept Personal Payments.

**4.2 Use of PayPal on eBay.** Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept all PayPal Payment Methods from a buyer, including but not limited to eCheck and credit cards.
- c. Have a Premier or Business account or be willing to upgrade to a Premier or Business account upon receipt of a payment.
- d. Accept international PayPal transactions if the eBay listing offers shipping outside the US.
- e. Sellers may not charge a surcharge for accepting PayPal as a payment method.

**4.3 Payment Review.** Payment Review is a process by which PayPal reviews certain potentially high-risk transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the seller to delay shipping the item. PayPal will conduct a review and either clear or cancel the payment. If the payment is cleared, PayPal will provide notice to the seller to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer. All payments that clear Payment Review will be Seller Protection Policy eligible if they meet the Seller Protection Policy requirements. PayPal will provide notices to you by email and/or in the Transaction History tab of your PayPal account.

**4.4 Risk of Reversals, Chargebacks and Claims.** When you receive a payment, you are liable to PayPal for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment, plus the applicable Fees listed in section 8 of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment. You agree to allow PayPal to recover any amounts due to PayPal by debiting your Balance. If there are insufficient funds in your Balance to cover your liability, you agree to reimburse PayPal through other means. If a sender of a payment files a Chargeback, the credit card issuer, not PayPal, will determine who wins the Chargeback.

**4.5 No Surcharges.** You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

**4.6 Receiving Money in Multiple Currencies.** You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. If you already maintain a Balance in the currency in which you receive a payment, we will credit all payments received in that currency to your Balance. If you receive a payment in a currency for which you do not have a Balance, the payment will remain pending and we will ask you to manually accept or deny the payment unless you have a Premier or Business Account and have already established a preference in your Profile to automatically accept payments in that currency. In addition, all refunds will be made in the same currency as the original transaction. If you refund a transaction and you do not have the correct currency available in your Balance, PayPal will perform a currency conversion.

**4.7 Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**4.8 Receiving Payments from Student Accounts.** PayPal may block your ability to receive payments from Student Accounts if you sell goods or services that may be illegal for minors to purchase under any applicable laws or regulations. This includes, but is not limited to, alcohol, tobacco or adult oriented materials.

**4.9 Your Refund Policy and Privacy Policy.** We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website or at your point of sale.

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## 5. Account Balances.

**5.1 Balances.** You do not need to maintain a Balance in your Account in order to make payments. If you do hold a Balance, PayPal will hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes and will not voluntarily make your funds available to its creditors in the event of bankruptcy. While your funds are in our custody, unless you enroll in the Money Market Fund sweep, PayPal will combine your funds with the funds of other Users and place those Pooled Accounts in one or more bank accounts in PayPal's name. Balances in U.S. Dollars that are held in Pooled Accounts may be eligible for FDIC pass-through insurance.

**5.2 Assignment of Interest to PayPal.** You agree that you will not receive interest or other earnings on the funds that PayPal handles as your agent and places in Pooled Accounts. In consideration for your use of the Service, you irrevocably transfer and assign to PayPal any ownership right that you may have in any interest that may accrue on funds held in Pooled Accounts. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants PayPal any ownership right to the principal of the funds you maintain with PayPal. In addition to or instead of earning interest on Pooled Accounts, PayPal may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

**5.3 Money Market Fund.** You will not receive any earnings on the funds that PayPal handles for you unless you enroll in the Money Market

Fund. If you enroll in the Money Market Fund, PayPal's subsidiary, PayPal Asset Management Inc., will act as your agent to use any U.S. Dollar Balance in your Account on a daily basis to purchase shares in the Money Market Fund. In addition, your Money Market Fund holdings will be regarded by us as your Balance and as such all Balance funded payments that you make will be funded by redeeming your shares in the Money Market Fund. For more information on the Money Market Fund, please review the [prospectus](#).

**5.4 Negative Balances and Multiple Currencies.** If one of the currency Balances in your Account is negative for any reason, PayPal may set-off the negative Balance by using funds you maintain in a different currency Balance, or by deducting amounts you owe PayPal from money you receive into your Account, or money you attempt to withdraw or send from your Account. If you have a negative balance for a period of 21 Days or longer, PayPal will convert your negative Balance to U.S. dollars.

**5.5 Risks of Maintaining Balances in Multiple Currencies.** You are responsible for all risks associated with maintaining Balances in multiple currencies. You agree that you will not attempt to use multiple currencies for speculative trading.

**5.6 Setoff of Past Due Amounts.** If you have a past due amount owed to PayPal or a PayPal affiliate, subsidiary, or parent company (eBay), PayPal may debit your Account to pay any amounts that are more than 180 days past due.

**5.7 Security Interest.** To secure your performance of this Agreement, you grant to PayPal a lien on and security interest in and to the funds held in your Account in the possession of PayPal.

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## 6. Withdrawing Money.

**6.1 How to Withdraw Money.** You may withdraw funds by electronically transferring them to your bank account, requesting a physical check through the mail, or using your PayPal Debit Card (eligible Users only). Generally, we will send checks only to Confirmed Addresses, unless you have a Verified Account. We will not send checks to P.O. Boxes. If you would like us to send a check to an address that does not meet these criteria, you must contact Customer Service and provide the documentation that we request to verify your association with the address. If you fail to cash a check within 180 Days of the date of issuance, we will return the funds to your Balance (minus a Fee).

**6.2 Withdrawal Limits.** Depending on the degree to which you have Verified your Account, we may limit you to withdrawing no more than \$500.00 USD per month. You can view your withdrawal limit, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview". In addition, we may delay withdrawals of large sums of money while we screen for risk.

**6.3 Withdrawing Money in Multiple Currencies.** If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but the withdrawal will take place in your home currency.

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## 7. Closing Your Account.

**7.1 How to Close Your Account.** You may close your Account at any time by logging in to your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Account.

**7.2 Limitations on Closing Your Account.** You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect PayPal or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

**7.3 Escheatment of Dormant Accounts.** If you do not log in to your Account for two or more years, PayPal may close your Account and send the Balance to your primary address. If PayPal does not close your Account and the Account remains dormant, or if PayPal does close your Account but your primary address is incorrect, PayPal may be required to escheat your Balance to your state of residency. PayPal will determine your residency based on the state listed in your primary address. If your address is unknown or registered as a foreign country, your funds will be escheated to the state of Delaware. Where applicable, PayPal will send you a notice prior to escheating or closing your Account. If you fail to respond to this notice, your Balance will be escheated to the state. If you would like to claim your funds from the state, please contact your states Unclaimed Property Administrator.

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## 8. Fees.

### 8.1 Fees Overview.

Fees are based on whether you are making a Purchase Payment or a Personal Payment.

For Purchase Payments, the recipient of the payment will always pay the fee.

For Personal Payments, the following applies:

- The fee depends on the Payment Method you use.
- The fee is paid by either the sender or recipient, not both.
- The sender of the payment determines who pays the fee at the time the sender makes the payment.
- It is free to send a Personal Payment to someone in the United States in U.S. Dollars if you use your bank or balance as the exclusive Payment Method\*. All other Personal Payments include a fee as noted below.
- Additional fees apply if you are sending or receiving money to or from a country outside the United States, or transacting in a foreign currency.
- If you use your credit card as the Payment Method for a Personal Payment, you may be charged a cash-advance fee by your credit card company.

\*In some instances, Personal Payment pricing may not be available. In these instances, all payments must be Purchase Payments. Personal Payments may not be sent to recipients in India. In addition, Personal Payments may not be available on non-PayPal websites or other applications that offer you the ability to send a payment from your PayPal account.

Personal payments are always available when you go to our website, log in to your Account, click the "Send Money" tab, and select "Personal" when you send the money.

Some fees are expressed as a percentage of the payment amount. All fees are in U.S. Dollars unless otherwise stated.

**8.2 Domestic Payments in U.S. Dollars.**

This applies when both the sender and recipient are in the United States, and the payment is in U.S. Dollars.

**a. Domestic Personal Payments in U.S. Dollars.**

Activity	Payment Method	Personal Payment Fee
Sending or receiving*	Exclusively Balance or bank account	Free
	Other, including a fully or partially funded payment by credit or debit card, or PayPal Credit.	2.9% + \$0.30 USD
*Sender determines whether the sender or recipient pays the fee		

**b. Domestic Purchase Payments in U.S. Dollars.**

Activity	Purchase Payment Fee		
Sending (buying)	Free		
Receiving (selling)	Standard rate:	2.9% + \$0.30 USD	
	Merchant rates*:	Monthly Sales Volume	Fee
		\$0.01 - \$3,000.00	2.9% + \$0.30 USD
		\$3,000.01 - \$10,000.00	2.5% + \$0.30 USD
		\$10,000.01 - \$100,000.00	2.2% + \$0.30 USD
		Over \$100,000.00	1.9% + \$0.30 USD
*To qualify for our merchant rates you must submit a one-time application, have qualifying monthly sales volume, and an account in good standing.			

**8.3 Domestic Payments in a Foreign Currency.**

When both the sender and recipient are in the United States, but the payment is in a currency other than U.S. Dollars, then the fees above shall apply with the following change: The \$0.30 USD fixed fee portion of the fees above will be replaced by the fixed fee of the currency of the payment as described in Section 8.4 c below.

#### 8.4 International Payments.

The following fees apply when either the sender or recipient is outside the United States.

##### a. International Personal Payments.

The fee is based on the country of the recipient.

Activity	Country	Personal Payment Fee when Payment Method is exclusively Balance or Bank	Personal Payment Fee when another Payment Method is used to fully or partially fund the payment, including a credit or debit card, or PayPal Credit
Sending or receiving*	Australia	1%	3.4% + Fixed Fee**
	Canada	0%	2.9% + Fixed Fee**
	China	0.5%	3.9% + Fixed Fee**
	Germany	2%	3.9% + Fixed Fee**
	Hong Kong	0%	3.4% + Fixed Fee**
	Singapore	0%	3.4% + Fixed Fee**
	Taiwan	0%	3.4% + Fixed Fee**
	U.S.A.	1%	3.9% + Fixed Fee**
	Elsewhere	0.5%	3.9% + Fixed Fee**
<p>* Sender determines whether the sender or recipient pays the fee.  ** See section 8.4 c below for detailed list of fixed fees.</p>			

##### b. International Purchase Payments.

Activity	Purchase Payment Fee		
Sending (buying)	Free*		
Receiving (selling)	<b>Standard rate:</b>	<b>3.9% + Fixed Fee</b>	
	<b>Merchant rates**:</b>	<b>Monthly Sales Volume:</b>	<b>Fee</b>
		\$0.01 - \$3,000.00	3.9% + Fixed Fee
		\$3,000.01 - \$10,000.00	3.5% + Fixed Fee
		\$10,000.01 - \$100,000.00	3.2% + Fixed Fee
		Over \$100,000.00	2.9% + Fixed Fee
<p>* Except when the PayPal Plug-In is used to a non-US seller, in which case a 1% fee will apply.  **To qualify for our merchant rates you must submit a one-time application, have qualifying monthly sales volume, and an account in good standing.</p>			

##### c. Fixed Fees.

The Fixed Fee that applies is based on the currency of the payment:

Currency	Fee	Currency	Fee
Australian Dollar:	<b>\$0.30 AUD</b>	New Zealand Dollar:	<b>\$0.45 NZD</b>
Brazilian Real:	<b>0.40 BRL</b>	Norwegian Krone:	<b>2.80 NOK</b>
Canadian Dollar:	<b>\$0.30 CAD</b>	Philippine Peso:	<b>15.00 PHP</b>
Czech Koruna:	<b>10.00 CZK</b>	Polish Zlotych:	<b>1.35 PLN</b>
Danish Koruna:	<b>2.60 DKK</b>	Singapore Dollar:	<b>\$0.50 SGD</b>
Euro:	<b>€0.35 EUR</b>	Swedish Krona:	<b>3.25 SEK</b>
Hong Kong Dollar:	<b>\$2.35 HKD</b>	Swiss Franc:	<b>0.55 CHF</b>
Hungarian Forint:	<b>90 HUF</b>	Taiwan New Dollar:	<b>10.00 TWD</b>
Israeli Shekel:	<b>1.20 ILS</b>	Thai Baht:	<b>11.00 THB</b>
Japanese Yen:	<b>¥40 JPY</b>	U.K. Pounds Sterling:	<b>£0.20 GBP</b>
Mexican Peso:	<b>\$4.00 MXN</b>	U.S. Dollar:	<b>\$0.30 USD</b>

#### 8.5 Additional Fees.

Activity	Fee																
Currency Conversion	<p><b>2.5% added to the exchange rate</b></p> <p>The exchange rate is determined by a financial institution and is adjusted regularly based on market conditions. Adjustments may be applied immediately and without notice to you.</p>																
Withdrawing your Balance	<p><b>Free to transfer to a bank. \$1.50 for a physical check.</b></p> <p>The Chargeback fee applies at the time a Chargeback is filed for a payment you received and you are not eligible for PayPal Seller Protection. This Fee is based on the currency received as follows:</p> <table border="1"> <thead> <tr> <th>Currency</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Australian Dollar:</td> <td><b>\$15.00 AUD</b></td> </tr> <tr> <td>Brazilian Real:</td> <td><b>20.00 BRL</b></td> </tr> <tr> <td>Canadian Dollar:</td> <td><b>\$15.00 CAD</b></td> </tr> <tr> <td>Czech Koruna:</td> <td><b>250.00 CZK</b></td> </tr> <tr> <td>Danish Koruna:</td> <td><b>60.00 DKK</b></td> </tr> <tr> <td>Euro:</td> <td><b>€11.25 EUR</b></td> </tr> <tr> <td>Hong Kong Dollar:</td> <td><b>\$75.00 HKD</b></td> </tr> </tbody> </table>	Currency	Fee	Australian Dollar:	<b>\$15.00 AUD</b>	Brazilian Real:	<b>20.00 BRL</b>	Canadian Dollar:	<b>\$15.00 CAD</b>	Czech Koruna:	<b>250.00 CZK</b>	Danish Koruna:	<b>60.00 DKK</b>	Euro:	<b>€11.25 EUR</b>	Hong Kong Dollar:	<b>\$75.00 HKD</b>
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Chargeback	Hungarian Forint:	<b>2000 HUF</b>
	Israeli Shekel:	<b>40.00 ILS</b>
	Japanese Yen:	<b>¥1,300 JPY</b>
	Mexican Peso:	<b>\$110.00 MXN</b>
	New Zealand Dollar:	<b>\$15.00 NZD</b>
	Norwegian Krone:	<b>65.00 NOK</b>
	Philippine Peso	<b>500.00 PHP</b>
	Polish Zlotych:	<b>30.00 PLN</b>
	Singapore Dollar:	<b>\$15.00 SGD</b>
	Swedish Krona:	<b>80.00 SEK</b>
	Swiss Franc:	<b>10.00 CHF</b>
	Taiwan New Dollar:	<b>330.00 TWD</b>
	Thai Baht:	<b>360.00 THB</b>
	U.K. Pounds Sterling:	<b>£7.00 GBP</b>
U.S. Dollar:	<b>\$10.00 USD</b>	

Sending Payments through Mass Payments	2% up to a maximum amount of \$1.00 USD per recipient, or foreign currency equivalent as follows:	
	Currency	Fee
	Australian Dollar:	<b>\$1.25 AUD</b>
	Brazilian Real:	<b>2.00 BRL</b>
	Canadian Dollar:	<b>\$1.25 CAD</b>
	Czech Koruna:	<b>24.00 CZK</b>
	Danish Koruna:	<b>6.00 DKK</b>
	Euro:	<b>€0.85 EUR</b>
	Hong Kong Dollar:	<b>\$7.00 HKD</b>
	Hungarian Forint:	<b>210 HUF</b>
	Israeli Shekel:	<b>4.00 ILS</b>
	Japanese Yen:	<b>¥120 JPY</b>

	<table border="1"> <tbody> <tr> <td>Mexican Peso:</td> <td><b>\$11.00 MXN</b></td> </tr> <tr> <td>New Zealand Dollar:</td> <td><b>\$1.50 NZD</b></td> </tr> <tr> <td>Norwegian Krone:</td> <td><b>6.75 NOK</b></td> </tr> <tr> <td>Philippine Peso</td> <td><b>50.00 PHP</b></td> </tr> <tr> <td>Polish Zlotych:</td> <td><b>3.00 PLN</b></td> </tr> <tr> <td>Singapore Dollar:</td> <td><b>\$1.60 SGD</b></td> </tr> <tr> <td>Swedish Krona:</td> <td><b>9.00 SEK</b></td> </tr> <tr> <td>Swiss Franc:</td> <td><b>1.30 CHF</b></td> </tr> <tr> <td>Taiwan New Dollar:</td> <td><b>33.00 TWD</b></td> </tr> <tr> <td>Thai Baht:</td> <td><b>36.00 THB</b></td> </tr> <tr> <td>U.K. Pounds Sterling:</td> <td><b>£0.65 GBP</b></td> </tr> </tbody> </table>	Mexican Peso:	<b>\$11.00 MXN</b>	New Zealand Dollar:	<b>\$1.50 NZD</b>	Norwegian Krone:	<b>6.75 NOK</b>	Philippine Peso	<b>50.00 PHP</b>	Polish Zlotych:	<b>3.00 PLN</b>	Singapore Dollar:	<b>\$1.60 SGD</b>	Swedish Krona:	<b>9.00 SEK</b>	Swiss Franc:	<b>1.30 CHF</b>	Taiwan New Dollar:	<b>33.00 TWD</b>	Thai Baht:	<b>36.00 THB</b>	U.K. Pounds Sterling:	<b>£0.65 GBP</b>
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U.K. Pounds Sterling:	<b>£0.65 GBP</b>																						
Credit Card and Debit Card Confirmation	<p><b>\$1.95</b></p> <p>This fee will be refunded if you successfully complete the credit card or debit card confirmation process</p>																						
Records Request	<p><b>\$10.00 per item requested</b></p> <p>We will not charge you for records requested in connection with your good-faith assertion of an error in your Account</p>																						

#### 8.6 PayPal Debit Card Fees.

Activity	Fee
U.S. ATM Withdrawal	<b>\$1.00 USD (plus any amounts charged by the ATM owner)</b>
Signature Withdrawal	<b>\$3.00 USD if a signature is required.</b>
ATM withdrawal from an ATM machine that is not in the U.S.	<p><b>1%</b></p> <p>This fee will apply even if the transaction does not require a currency conversion.</p>
PayPal Debit Card purchase from a seller who is not in the U.S.	<p><b>1%</b></p> <p>This fee will apply even if the transaction does not require a currency conversion.</p>
Currency Conversion	<p><b>2.5% added to the exchange rate</b></p> <p>The exchange rate is determined by a financial institution and is adjusted regularly based on market conditions. Adjustments may be applied immediately and without notice to you.</p>

## 9. Restricted Activities.

**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:

- a. Breach this Agreement, the Commercial Entity Agreement, the [Acceptable Use Policy](#) or any other agreement or policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods.
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, inaccurate or misleading information;
- g. Send or receive what we reasonably believe to be potentially fraudulent funds;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. 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 credit card issuer for the same transaction;
- j. Use an anonymizing proxy;
- k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities.
- l. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, a User, a third party or you;
- m. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- n. Use your Account or the 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;
- o. Allow your Account to have a negative Balance;
- p. Provide yourself a cash advance from your credit card (or help others to do so);
- q. Access the Services from a country that is not included on PayPal's [permitted countries list](#).
- r. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the Users express consent to do so;
- s. Send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- t. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- u. Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- v. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- w. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- x. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- y. Use the Service to test credit card behaviors.

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## 10. Your Liability - Actions We May Take.

**10.1 Your Liability.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by

PayPal, a PayPal User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.

**Liability for PayPal Buyer Protection Claims, and Buyer Complaint Policy Claims.** If you are a seller and PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Your liability will include the full purchase price of the item and original shipping cost (and in some cases, you may not receive the item back). PayPal seller protection may cover your liability, see section 11 below.

**Liability for claims filed directly with eBay through the eBay resolution process.** If you are an eBay seller, eBay requires that you comply with the eBay resolution process. As such, you have provided eBay with permission to make a final decision on a claim that a buyer files against you directly with eBay. If eBay makes a final decision that you lose a claim, you agree to allow PayPal to remove funds from your PayPal Account in order to reimburse eBay for your liability. "Item not received" claims filed directly with eBay are not covered by PayPal Seller Protection. See eBay Buyer Protection policy for more information.

**Opt-Out.** If you do not want to allow PayPal to reimburse eBay for your liability, you may opt-out by calling eBay at 1-866-643-0898. Your opt-out will be effective within 3 Business Days. If you opt-out then eBay will not use your PayPal Account to recover amounts that you owe due to an eBay claim that you lost. This opt-out will not affect other amounts that you pay to eBay using your PayPal Account (such as your eBay fees).

**10.2 Temporary Holds for Disputed Transactions.** If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal seller protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to claims that a buyer files directly with eBay through the eBay resolution process if your PayPal Account is your reimbursement method for buyer claims.

**10.3 Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance. If you do not have a Balance that is sufficient to cover your liability, your Account will have a negative Balance and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

**10.4 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial information);
- b. We may contact buyers who have purchased goods or services from you, contact your bank or credit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- c. We may update inaccurate Information you provided us;
- d. We may refuse to provide our Services to you in the future;
- e. We may hold your funds for up to 180 days if reasonably needed to protect against the risk of liability; and
- f. We may take legal action against you.

PayPal, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

**10.5 Account Closure, Termination of Service, or Limited Account Access.** If we close your Account or terminate your use of our Services for any reason, we will provide you with notice of our actions. If we limit access to your Account, we will provide you with notice of our actions and the opportunity to request restoration of access if appropriate.

**10.6 eBay Item Hold.** PayPal, in its sole discretion, may place a hold on a payment you receive for an eBay transaction when PayPal believes there may be a high level of risk associated with the transaction. If PayPal places a hold on your payment, it will show as "pending" in your PayPal Account.

- a. Release of eBay item hold. PayPal will release the eBay item hold after 21 days unless you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the hold. PayPal may release the hold earlier if either of the following applies:
- b. The buyer leaves positive feedback on eBay, or (ii) PayPal can confirm delivery. PayPal will confirm delivery if you use USPS, UPS or FedEx to ship the item and (i) use PayPal shipping labels, or (ii) upload tracking information to PayPal via the transaction details page. This applies to US domestic transactions only.
- c. Additional hold period. If you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the eBay item hold, PayPal may hold the payment in your Account until the matter is resolved pursuant to this Agreement.

**10.7 Reserves.** If you receive Purchase Payments, PayPal, in its sole discretion, may place a Reserve on funds held in your Premier or Business Account when PayPal believes there may be a high level of risk associated with your Account. If PayPal places a Reserve on funds in your Account, they will be shown as "pending" in your PayPal Balance. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

**10.8 Acceptable Use Policy Violation - User Fines.** If you violate the Acceptable Use Policy then we may hold your funds up to 180 Days, fine you up to \$2,500.00 USD for each such violation and/or take legal action against you to recover additional losses we incur. You acknowledge and agree that a fine up to \$2,500.00 USD is presently a reasonable minimum estimate of PayPal's damages, considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult. PayPal may deduct such fines directly from any existing Balance in the offending Account, or any other PayPal Account you control.

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## 11. Protection For Sellers.

### 11.1 PayPal Seller Protection.

PayPal seller protection is protection we provide sellers from Claims, Chargebacks, or Reversals that are based on

- Unauthorized Transaction or
- Item Not Received

Seller protection is available for eligible payments from buyers in any country.

### 11.2 Scope of Protection.

PayPal will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive coverage.

### 11.3 Eligibility Requirements.

To be eligible for seller protection, you must meet all of the basic requirements listed below; Plus, you must meet the Item Not Received requirements to be covered for Items Not Received and the Unauthorized Transactions requirements to be covered for Unauthorized Transactions.

#### Basic Requirements:

- Ship the item to the shipping address on the Transaction Details Page.
- Respond to PayPal's requests for documentation and other information in a timely manner.
- The item must be a physical, tangible good that can be shipped.
- Your primary residence, as listed in your PayPal Account, must be in the United States.

#### Item Not Received Additional Requirements:

- The payment must be marked "eligible" or "partially eligible" for seller protection on the Transaction Details Page.
- You must have a Proof of Delivery as described below.
- You must ship the item within 7 days of receipt of payment. Or, if the payment is for pre-ordered or made-to-order goods, shipment is required within the timeframe specified in your item listing.

#### Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for seller protection on the Transaction Details Page.
- You must have a Proof of Shipment or a Proof of Delivery.

**11.4 Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements.**

"Proof of Shipment" is online or physical documentation from a shipping company that includes all of the following:

- The date the item is shipped.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).

"Proof of Delivery" is online documentation from a shipping company that includes all of the following:

- The date the item is delivered.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).
- Signature Confirmation as described below for payments of \$250 USD or more or the following foreign currency equivalents:

350 Australian Dollar (AUD)	380 New Zealand Dollar (NZD)
500 Brazilian Real (BRL)	1,600 Norwegian Krone (NOK)
325 Canadian Dollar (CAD)	12500.00 Philippine Peso (PHP)
6,000 Czech Republic Koruna (CZK)	800 Polish New Zloty (PLN)
1,500 Danish Krone (DKK)	150 Pound Sterling – United Kingdom (GBP)
200 Euro (EUR)	400 Singaporean Dollar (SGD)
2,000 Hong Kong Dollar (HKD)	2,000 Swedish Krona (SEK)
55,000 Hungarian Forint (HUF)	330 Swiss Franc (CHF)
1,000 Israeli Shekel (ILS)	8250.00 Taiwan New Dollar (TWD)
28,000 Japanese Yen (JPY)	9000.00 Thai Baht (THB)
2,200 Mexican New Peso (MXN)	

"Signature Confirmation" is online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

**11.5 Items/transactions not eligible for seller protection.**

The following are examples of items/ transactions not eligible for seller protection.

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person.
- Intangible items, licenses for digital content, and services.
- Payments through PayPal Direct Payment or Virtual Terminal.
- Items that are not shipped to the recipient address. If you originally ship the item to the recipient address but the item is later redirected to a different address, you will not be eligible for seller protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.

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**12. Unauthorized Transactions**

### 12.1 100% Protection for Unauthorized Transactions.

PayPal will cover you for the full amount of every eligible unauthorized transaction.

An unauthorized transaction is either:

- Money that was sent from your PayPal Account that you did not authorize and that did not benefit you. An example of an unauthorized transaction is if someone steals your password, uses the password to access your Account, and sends a payment from your Account.
- A processing error that either incorrectly takes money from your PayPal account or incorrectly places money in your PayPal account. An example of a processing error is if you send a payment and it is debited twice from your Account.

You should regularly log into your PayPal account and review your Account history to ensure that there has not been an unauthorized transaction. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account.

### 12.2 Notification Requirements.

To be eligible for 100% protection for unauthorized transactions, you must notify us within 60 days after the unauthorized transaction first appears in your Account history. Otherwise, you will be liable for related losses that occur on day 61 and beyond, if we can prove that we could have stopped the losses had you told us in time. We will extend the 60-day time period if a good reason, such as a hospital stay, kept you from notifying us within 60 days.

For unauthorized transactions from your PayPal Account, notify us as follows:

- [Use this form](#) to file an unauthorized transaction report in the PayPal Resolution Center, or
- Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950, or
- Telephone PayPal Customer Service at (402) 935-7733.

For unauthorized transactions involving your PayPal Debit Card, notify us as follows:

- Log into your Account, go to the "Account Overview" page, select the transaction details for the transaction you wish to dispute and then follow the directions. Please print and sign the completed form, then send it to us via postal mail (PayPal, Attn: PayPal Debit Card Department, P.O. Box 45950, Omaha, NE 68145-0950, United States) or fax to 303-395-2855.
- Telephone PayPal Customer Service at (402) 935-7733.

When you notify us, provide us with the following information:

- Your name and email address registered to your Account, and
- A description of the suspected unauthorized transaction and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction, and
- The dollar amount of the suspected unauthorized transaction.

You should immediately notify PayPal if you believe (a) there has been an unauthorized transaction or access to your Account, (b) your password or PayPal Mobile PIN has been compromised; or (c) your PayPal Debit Card or PayPal Mobile-activated phone has been lost, stolen, or deactivated. If you notify us by telephone, we may request that you send us your complaint or question in writing within 10 Business Days. Please complete the affidavit form and submit it online or send it to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

### 12.3 PayPal Actions After Receipt of an Unauthorized Transaction Notification

Once you notify us of a suspected unauthorized transaction, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an unauthorized transaction that is eligible for coverage under this section.
- We will complete our investigation within 10 Business Days of the date you notified us of the suspected unauthorized transaction (or within 20 Business Days for point of sale or foreign initiated transactions). If we need more time, we may take up to 45 Business Days to complete our investigation (or up to 90 Business Days for point of sale or foreign initiated transactions)

- If we decide that we need more time to complete our investigation, we will provisionally credit your PayPal Account for the amount of the suspected unauthorized transaction. You will receive the provisional credit within 10 Business Days of the date we received your notice (or within 20 Business Days for point of sale or foreign initiated transactions). This will allow you to have use of the money until we complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.
- If we determine that there was an eligible unauthorized transaction, we will promptly deposit the full amount of the unauthorized transaction into your Account. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.
- If we decide that there was not an eligible unauthorized transaction, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your PayPal Account. You may request copies of the documents that we used in our investigation.

#### 12.4 PayPal Processing Errors

If we discover a processing error, we will rectify the error. If the error resulted in your receiving less money than you were entitled to, PayPal will credit your Account for the difference. If the error results in you receiving more money than you were entitled to, PayPal may debit the extra funds from your PayPal Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

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### 13. Protection for Buyers.

#### 13.1 PayPal's Protection Programs for Buyers.

PayPal has two programs to help protect you:

- PayPal Buyer Protection (for eligible items purchased on eBay)
- PayPal Buyer Complaint Policy (for all other items purchased on or off eBay)

#### 13.2 Types of problems covered.

PayPal's Protection Programs for Buyers help you if you encounter either of these problems:

- Item Not Received (INR)
- Significantly Not as Described (SNAD) (see definition below)

If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the PayPal Security Center at <https://www.paypal.com/security>.

#### 13.3 PayPal Buyer Protection.

##### a. Eligibility requirements.

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

- Use PayPal to purchase an eligible item on eBay.
- Pay for the full amount of the item with one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- Send the payment to the seller through:
  - The eBay "Pay Now" button, or
  - the eBay invoice,



- Open a Dispute within 45 days of the date you sent the payment – then follow the online dispute resolution process described below under Dispute Resolution.
- Keep your PayPal account in good standing.

b. **Eligibility of item purchased on eBay.**

Look for either a PayPal or eBay buyer protection message in the eBay listing. If you see a message, and you meet the eligibility requirements, then your purchase is covered by PayPal Buyer Protection. The buyer protection message will vary based on the eBay website. The message must appear on the top part of the listing and not under the "description" or "shipping and payments" tabs.

The following is an example of the PayPal Buyer Protection message:

Pay with **PayPal** and your **full purchase price** is covered | [See terms](#)

The following is an example of the eBay buyer protection message:



**eBay Buyer Protection**

eBay will cover your purchase price plus original shipping.  
[Learn more](#)



You can also view this message after you complete your purchase by logging in to your eBay account, going to "my eBay" and looking at the listing. If the listing does not include a buyer protection message, then it is not eligible for PayPal Buyer Protection.

c. **Coverage Amount.**

If you see the PayPal or eBay Buyer Protection message, and if PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs – with no cap on coverage. If the buyer protection message includes a cap on coverage, and if PayPal finds in your favor, then PayPal will reimburse you for the full purchase price of the item and original shipping costs, up to the coverage cap specified in the buyer protection message. The amount of coverage varies based on the eBay website where the purchase is made.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described item to the seller or other party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller even if you did not receive the goods.

### 13.4 Dispute Resolution

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

o **Open a Dispute.**

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

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

If you and the seller are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** after opening the dispute.

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for \$2,500 or more. If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute.

o **Respond to PayPal's requests for information in a timely manner.**

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

o **Comply with PayPal's shipping requests in a timely manner.**

For Significantly Not as Described (SNAD) Claims, PayPal may require you to ship the item back to the seller - or to PayPal - or to a third party at your expense, and to provide proof of delivery.

For transactions that total less than \$250, proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL to the shipping company's web site if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 or more, you must get signature confirmation of delivery.

o **Claim Resolution Process.**

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

### 13.5 PayPal Buyer Complaint Policy.

a. **PayPal Buyer Complaint Policy.**

The Buyer Complaint Policy is PayPal's process to help you resolve a problem directly with the seller through the PayPal Resolution Center for purchases that are not eligible for PayPal Buyer Protection.

The PayPal Buyer Complaint Policy is similar to PayPal Buyer Protection in that it enables buyers to file Disputes for Items Not Received (INR), or for items that are Significantly Not as Described (SNAD). By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Received (INR) Dispute to a Claim – but you may not escalate a Significantly Not as Described Dispute to a Claim. You may not file a dispute for a Personal Payment.

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

b. **Buyer Complaint Process.**

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

If you are unable to resolve the Dispute directly with the seller then you may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some - but not all - Claims. You should not escalate a Dispute for Significantly Not as Described (SNAD) to a Claim because PayPal will not make a decision on a SNAD Claim under the PayPal Buyer Complaint Policy.

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

### 13.6 Extended Buyer Protection

Extended Buyer Protection is additional coverage for eligible Buyer Complaint Policy Claims that is available to you when you make a payment through PayPal and use your PayPal Plus Card, PayPal Buyer Credit, PayPal Pay Later or Bill Me Later as your payment method.

If you win an Item Not Received (INR) Claim under the PayPal Buyer Complaint Policy, PayPal will reimburse you for the full purchase price of the item, plus original shipping costs.

### 13.7 SNAD Definition

An item is Significantly Not as Described if it is materially different than what the seller described in the item listing. Here are some examples:

- You received a completely different item. Example: You purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. Example: The listing said "new" and the item was used.
- The item was advertised as authentic but is not authentic.

- The item is missing major parts or features which were not disclosed in the listing.
- You purchased three items from a seller but only received two.
- The item was damaged during shipment.

An item is **not** Significantly Not as Described if it is materially similar to the seller's item listing description. Here are some examples:

- The defect in the item was correctly described by the seller.
- 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 listed as used condition.

### 13.8 Items Not Covered.

Items that do not have the PayPal Buyer Protection or eBay Buyer Protection message in the eBay listing are not covered by PayPal's Protection for buyers. In addition, the following items are prohibited under the PayPal Acceptable Use Policy and are not covered even if they do have the PayPal Buyer Protection message in the eBay listing: firearms and firearm parts, illegal and prescription drugs and drug paraphernalia, tobacco, offensive items, child pornography, and any illegal items.

### 13.9 Relationship between PayPal's protection programs and Chargebacks.

Credit card chargeback rights, if they apply, are broader than PayPal's protection programs. Chargebacks may be filed more than 45 days after the payment, may cover unsatisfactory items even if they do not qualify as SNAD, and may cover intangible items.

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

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

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

### 13.10 No Double Recovery.

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

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## 14. Disputes with PayPal.

**14.1 Contact PayPal First.** If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding our Services may be reported to Customer Service online through the [PayPal Help Center](#) at any time, or by calling (402) 935-2050 from 6 AM to midnight, Central Time.

**14.2 Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**14.3 Law and Forum for Disputes.** Except as otherwise agreed by the parties or as described in section 14.2 above, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in either Santa Clara County, California, or Omaha, Nebraska. You agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, or Omaha, Nebraska for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of California, without regard to conflict of law provisions.

**14.4 Improperly Filed Litigation.** All claims you bring against PayPal must be resolved in accordance with section 14 of this Agreement. All claims filed or brought contrary to section 14 shall be considered improperly filed a breach of this Agreement. Should you file a claim contrary to section 14, PayPal may recover attorneys fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that PayPal has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

**14.5 No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**14.6 Limitations of Liability.** IN NO EVENT SHALL WE, OUR PARENT, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

**14.7 No Warranty.** PAYPAL, OUR PARENT, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES AS IS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM 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 that are paid for with our Service and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of our Service, and operation of our site 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, 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 our Service is dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

**14.8 PayPal Shopping.** PayPal Shopping is part of the PayPal website that features merchants' offers and enables product search. PayPal does not warrant that product descriptions, pricing, search results, user ratings and reviews or any other content on PayPal Shopping is accurate, complete, reliable or current. PayPal Shopping is provided for informational purposes only and does not constitute an endorsement by PayPal of any product, service or merchant.

**14.9 License Grant.** If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. If you are using the PayPal services on the PayPal website, or other website or platform hosted by PayPal, or a third part, and are not downloading PayPal's software, then this section does not apply to your use of the hosted PayPal services.

**14.10 Indemnification.** You agree to defend, indemnify and hold PayPal, its parent, officers, directors and employees harmless from any claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

**14.11 Assumption of Rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, 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.

**14.12 Release of PayPal.** If you have a dispute with one or more Users, you release PayPal (and our officers, directors, agents, joint ventures and employees) from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive California Civil Code §1542, which says: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**14.13 State Agencies.** In addition to reporting complaints against PayPal directly to PayPal as described in section 14 above, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, California 95814, or by telephone at (800) 952-5210. Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762. If you are a California resident, you have a right to receive the same information in section 1.7 by email. To make such a request, send a letter to PayPal at the address listed in section 1.6, include your email address, and request the information provided in section 1.7.

**14.14 Complete Agreement.** This Agreement sets forth the entire understanding between you and PayPal with respect to the Service.

Sections 1, 7, 8, 10, 14 and 15, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

**14.15 Translated Agreement.** PayPal may provide you with the ability to translate this Agreement to a language other than English. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

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## 15. Definitions

- a. **"ACH"** means the Automated Clearing House network.
- b. **"Account"** or **"PayPal Account"** means a Personal, Business or Premier PayPal account.
- c. **"Add Funds"** means your ability to add money into your Account.
- d. **"Agreement"** means this agreement including all subsequent amendments.
- e. **"Approved Shipper"** means a shipping provider offering services that meet PayPal's standards herein for Viewable Online Proof of Delivery, and Viewable Online Signature Confirmation. Approved Shippers include USPS (United States Postal Service), UPS (United Parcel Service), and FedEx. For additional Approved Shippers visit PayPal's online Security Center.
- f. **"Authorize"** or **"Authorization"** means you authorize a merchant to collect a payment from your Account.
- g. **"Balance"** means any money that you have in your PayPal Account. The terms "money" and "funds" are used interchangeably in this Agreement.
- h. **"Bill Me Later"** means a credit account provided by Bill Me Later, Inc.
- i. **"Business Account"** and **"Premier Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.
- j. **"Business Days"** means Monday through Friday, excluding Holidays.
- k. **"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).
- l. **"Chargeback"** means a request that a buyer files directly with his or her credit card company or credit card issuing bank to invalidate a payment.
- m. **"Claim"** means a claim filed directly with PayPal in the Online Resolution Center pursuant to section 13 of this Agreement.
- n. **"Confirmed Address"** means an address that has been reviewed by PayPal and found highly likely to be that of the User to which it is associated.
- o. **"Customer Service"** is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time, or by calling (402) 935-2050 from 6 AM to midnight Central Time.
- p. **"Days"** means calendar days.
- q. **"Default Payment Methods"** means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.
- r. **"Dispute"** means a dispute filed directly with PayPal in the [Online Resolution Center](#) pursuant to section 13 of this Agreement.
- s. **"eBay"** means eBay Group Inc.
- t. **"eBay Gift Card"** means an eBay branded physical gift card that is issued by PayPal.
- u. **"eCheck"** means a payment funded from a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the United States.
- v. **"Fees"** means those amounts stated in section 8 of this Agreement.
- w. **"Holidays"** means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, PayPal shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, PayPal shall observe the Holiday on the following Monday.

- x. **"Information"** means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, billing/shipping address, phone number and financial information.
- y. **"Instant Transfer"** means a payment funded from the sender's bank account in which PayPal credits the recipient instantly.
- z. **"Item not received"** means a challenge to a payment from a buyer claiming that the item purchased was not received.
- aa. **"Mass Payments"** means the ability to send multiple payments at the same time.
- ab. **"Merchant Processing Delay"** means a delay between the time you Authorize a payment and the merchant processes your payment.
- ac. **"Money Market Fund"** means the PayPal Money Market Fund offered to U.S. Users as an option for investing Balances in their PayPal Account, as further described in the [prospectus](#).
- ad. **"Payment Review"** means the process described in section 4 of this Agreement.
- ae. **"Payment Method"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: Balance, Instant Transfer, eCheck, Buyer Credit, PayPal Pay Later, credit card, debit card, eBay Gift Card and Redemption Codes.
- af. **"PayPal," "we," "us" or "our"** means PayPal, Inc. and its subsidiaries and affiliates.
- ag. **"PayPal Debit Card"** means a PayPal branded debit card that is accepted anywhere that accepts MasterCard.
- ah. **"PayPal Buyer Credit"** a personal credit account exclusively for PayPal Users.
- ai. **"PayPal Credit"** means PayPal Buyer Credit, PayPal Pay Later or PayPal Plus Credit Card, eBay MasterCard or Bill Me Later.
- aj. **"PayPal Mobile"** means a Service that allows you to send and receive payments through your mobile phone.
- ak. **"PayPal Pay Later"** means a personal transactional credit account exclusively for PayPal users.
  - al. **"PayPal Plug-In"** means a PayPal service that provides you with a secure card that is a unique 16-digit number, an expiration date and a card security code that you can use to make a purchase from your Account on any website that accepts MasterCard
- am. **"Personal Account"** means an Account used for non-business purposes and used primarily for personal, family, or household purposes.
- an. **"Personal Payment"** means amounts sent between two individuals (not to or from a business) without a purchase. Personal Payments include, but are not limited to, sending a gift to a friend, or paying a friend back for your share of a lunch bill.
- ao. **"Policy" or "Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the Services.
- ap. **"Pooled Accounts"** means Accounts at one or more FDIC-insured banks in which PayPal will place User Balances that are not invested in the Money Market Fund.
- aq. **"Preferred Payment Method"** means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.
- ar. **"Purchase Payment"** means a payment received for any of the following:
  - A payment for the sale of goods or services;
  - A payment you received after using the "Request Money" tab on the PayPal website;
  - A payment you received for a donation; or
  - A payment that is sent to, or received by, a business or other commercial or non-profit entity.
- as. **"Quick Pay"** means a PayPal Mobile setting that allows you to send money through PayPal Mobile with less clicks.
- at. **"Recurring Payments"** means a payment in which you provide an advance Authorization to a merchant to charge your PayPal Account directly on a one-time, regular, or sporadic basis in accordance with your agreement with the merchant. Recurring Payments are sometimes called "subscriptions", "automatic payments" or "preapproved payments".
- au. **"Redemption Code"** means the electronic code needed to obtain the benefit of gift certificates or other promotional coupons.
- av. **"Reserve"** means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the Services.
- aw. **"Restricted Activities"** means those activities described in section 9 of this Agreement.
- ax. **"Reversal"** means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by PayPal, its parent, or any direct or indirect PayPal subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a credit card that did not belong to the sender), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other PayPal agreement, or (e) PayPal decided a

Claim against you.

- ay. **"seller"** and **"merchant"** are used interchangeably and mean a User who is selling goods and/or services and using the Services to receive payment.
- az. **"Send Money"** means your ability to send money through the Service.
- ba. **"Service"** means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- bb. **"Significantly Not as Described"** means the definition provided in section 13 of this Agreement.
- bc. **"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- bd. **"Transaction Details Page"** means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the "Details" link on the "overview" and "History" subtabs of the "My Account" tab on the PayPal website.
- be. **"Verified"** means that you have completed our verification process to establish your identity with PayPal. Verification does not constitute an endorsement of a User, or guarantee a User's business practices.
- bf. **"Viewable Online Proof of Delivery"** means documentation that can be viewed online at the Approved Shipper's website and includes the address to which the package was delivered.
- bg. **"Viewable Online Signature Confirmation"** means documentation that can be viewed online at the Approved Shipper's website and includes the signature of the person who received the package.
- bh. **"User," "you" or "your"** means you and any other person or entity using the Service.
- bi. **"Unauthorized Payment"** means a challenge from a buyer claiming that he or she did not make the payment, and that the person who made the payment was not authorized.

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