



PayPal User Agreement

Last Update: November 1, 2010

This Agreement contains sixteen 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 16. Underlined words in this Agreement and on our website hyperlink to relevant information.

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This User Agreement ("Agreement") is a contract between you and PayPal and applies to your use of the PayPal 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 any 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 PayPal Services. This Agreement also highlights certain risks of using the PayPal Services.

Please note the following risks of using the PayPal Services:

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 the PayPal 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 the PayPal Services. 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 User through the PayPal Services, you must keep the Information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a 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 PayPal Services 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 PayPal Services. 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 PayPal Services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the PayPal Services, the technology related to the PayPal Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

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 Account History Statement. You have the right to receive an account statement. You may view your Account history statement by logging into your Account and looking at your Account History subtab on the Account Overview webpage.

1.9 Calls to You; Mobile Telephone Numbers. 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. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Profile.

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2. Accounts.

2.1 Eligibility. To be eligible for the PayPal 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; Types of Transactions. 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.

You may send money from, and receive money into, your Account, as described in more detail in Section 3 and 4. You may also add money to your Balance using an available Payment Method, as described in more detail in Section 3, and withdraw money from your Balance, as described in more detail in Section 6.

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 provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

2.4 Credit Report Authorization. If you open a Premier or Business Account, you are providing PayPal with your written instructions in accordance with the Fair Credit Reporting Act and you are authorizing PayPal to obtain your personal and/or business credit report from a credit bureau. You are also authorizing PayPal to obtain your personal and/or business credit report: (a) when you upgrade your Personal Account to a Premier or Business Account, (b) when you request certain new products, such as the PayPal Debit Card, or (c) at any time PayPal reasonably believes there may be an increased level of risk associated with your Premier or Business Account.

2.5 Third Party Permissions. If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, either through your use of the third party's product or service or through the API Access, Manage API Permissions section of your Profile, you acknowledge that PayPal may disclose the information about your Account that is specifically authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further you acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time by logging into your Account, choosing the Profile subtab under the My Account tab, and selecting API Access, then Manage API Permissions.

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3. Sending Money.

3.1 Sending Limits. We may, at our discretion, impose limits on the amount of money you can send through the PayPal Services. 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 –My Preapproved Payments. If you have set up a Recurring Payment, Automatic Payment, or, in most instances, a No Log-In Payment, 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 "My Preapproved Payments" 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 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 addition, Payment Methods may be limited if you make a PayPal payment through certain third party websites or applications. For PayPal Business Payments, you are limited to funding your PayPal payment with either (or both) your Balance or by eCheck. In such cases, 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, eCheck or a debit card 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 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 PayPal Services. 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 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 Account each month for a particular service you have purchased. Recurring Payments are sometimes called "subscriptions", "preapproved payments", "preauthorized transfers" or "automatic payments." Within 2 Business Days of any Recurring Payment from your Account you will receive a confirmation of this transaction by email. The following applies to any Recurring Payments you make:

- a. **Notice for Certain Recurring Payments.** When a Recurring Payment is made using an Instant Transfer, eCheck or debit card Payment Method or your Balance, if the amount of the payment may vary you have the right to advance notice of the amount and date of the transfer from the Merchant 10 Days before the Recurring Payment is made. You have the option to receive this advance notice only when the amount of your Recurring Payments to a Merchant exceeds the limit established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Recurring Payment. By establishing a Recurring Payment, you are electing the option to receive this advance notice from the Merchant only when the established limit is exceeded..
- b. **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 Profile tab from the My Account tab, then click "My Preapproved Payments" and follow the instructions to cancel the payment. You may also cancel a Recurring Payment by calling at (402) 935-2050. 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. We will be liable for your losses or damages directly caused by our failure to stop any Recurring Payment you cancel provided you have followed the instructions in this paragraph.

3.9 Accuracy of Information. You are responsible for confirming the accuracy of the information you provide about each payment you send, including the email address or telephone number of the recipient, and amount of the transaction.

3.10 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, a currency conversion will be performed and we will use your converted Balance 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 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.

3.11 PayPal Mobile. PayPal Mobile is a PayPal 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 to conduct a transaction that requires currency conversion, a currency conversion will be performed and we will charge you the Currency Conversion Fee listed in Section 8. If you do not want a currency conversion to be performed, you should complete the transaction using a PayPal Service other than PayPal Mobile. If you use PayPal Mobile you are responsible for any fees that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge. Your phone service provider is not the provider of the PayPal Services.

3.12 PayPal Mobile Check Capture. By using PayPal Mobile Check Capture, you authorize the Check Processor, to clear and process Check images transmitted by you to your Account to fund payments. You agree that you will only transmit to the Check Processor images of Checks.

A "Check" includes:

- Personal and business checks;
- U.S. Treasury checks.

You will not transmit any Check image that:

- is payable to any person or entity other than you;
- is prohibited by, or received in violation of, any law, rule or regulation;
- you know or suspect (or should know or suspect) is fraudulent or otherwise not authorized by the owner of the bank account on which the check is drawn;
- has been previously been cashed or deposited;
- is postdated or more than 6 months old;
- is payable to cash;
- is a U.S. Savings Bond, money order, cashier's check, or travelers check;
- is irregular in any way (such as including different numerical and written amounts or a nonexistent date)
- does not bear a signature of the person on whose account the check is drawn; or
- is drawn on financial institutions that are located outside of the United States.

You agree each image you submit will be an accurate representation of the front and the back of the Check. Once transmitted a Check is an "Item" within the meaning of Article 4 of the Uniform Commercial Code.

You will not create or transmit duplicate images of any Check you submit through PayPal Mobile Check Capture, nor deposit or transfer the original of any Check unless the Check Processor informs you that the images you submitted associated with the original of that Check cannot be processed.

You agree to retain and safeguard the original Check for at least 15 Days after you have photographed and transmitted the Check images. After 15 days have passed and you have verified that the funds associated with a Check have been added to your Balance, you agree to destroy the original Check.

The Check Processor will transfer the funds related to any Check image you submit to you no more than 7 Business Days from the date you submit the images, unless the Check or its image does not comply with the requirements above, or is returned unpaid by the bank that it is drawn against. If funds have

been added to your Account using PayPal Mobile Check Capture and the Check is subsequently returned unpaid for any reason, the Check Processor will remove these funds from your Account. PayPal and the Check Processor have the right to refuse to accept any Mobile Check Capture transaction submitted by you. You may not submit Check image(s) through PayPal Mobile Check Capture with a total value greater than \$1000 in any day, or \$3000 in any month. PayPal and the Check Processor may limit the amount and number of Check images at PayPal and the Check Processor's discretion.

If your Account is restricted after you submit an image to the Check Processor, you will need to resolve the restriction on your Account before you will be able to use the funds.

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 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.

3.15 Digital Goods Micropayment Purchases. If you purchase Digital Goods from certain Merchants using PayPal, we may offer you the option to pay for these goods on a later date, at no additional cost to you ("**Post Payment Option**"). We may offer you this option at our discretion, which we may revoke at any time. The Post Payment Option is only enabled if you have no Balance in your Account. The amounts paid by you using the Post Payment Option will be deducted from your Account on a specific date, no more than 21 days following your initial purchase, or when your Digital Goods purchases using the Post Payment Option reach a certain amount, whichever is earlier. This date and amount will be stated in your transaction details shown under History in the My Account tab in your Account. If you elect to use the Post Payment Option but you subsequently change your preferences (by selecting your Micropayment Preferences through the Profile tab in your Account) to pay for these purchases at the time you make them then for a period of six months you will not be able to change back to the Post Payment Option.

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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 or in the Transaction History tab of your 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, a currency conversion will be performed.

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. You acknowledge that in starting in 2011, PayPal will report to the Internal Revenue Service the total amount of the payments you receive each calendar year into all the Accounts you own if you(i) receive more than \$20,000, and (ii) receive more than 200 payments, in that calendar year.

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.

4.10 Receiving Recurring Payments. If you receive Recurring Payments you must comply with the following requirements:

- a. **Authorization.** You must receive your buyer's prior Authorization for the amount, frequency, and duration of the Recurring Payment.
- b. **Notice Requirements.** If the amount of the Recurring Payment varies, you must comply with one of the following three requirements:
 - i. You must allow your buyer to set both a minimum and maximum amount that you may charge for each Recurring Payment, and you must stay within that range; or

- ii. You must inform your buyer of his/her right to receive notice of the amount and date of each Recurring Payment. If your buyer elects to receive such notice, you must provide the notice at least 10 Days prior to the date of the Recurring Payment; or
- iii. You must provide your buyer with the ability to receive notice in each of the following instances:
 - 1. For every Recurring Payment;
 - 2. When the amount of the Recurring Payment will fall outside the minimum and maximum amount agreed to by your buyer; and
 - 3. When the amount of the Recurring Payment will differ from the prior Recurring Payment by more than an amount agreed to by your buyer.

If your buyer elects to receive notice in any of these instances you must provide such notice at least 10 Days prior to the date of the Recurring Payment.

- c. **Required Cancellation Procedures for Recurring Payments.** You must provide buyers with the ability to cancel a Recurring Payment within 3 Business Days of the scheduled date of the Recurring Payment. In addition, if your buyer signed up for the Recurring Payment through an online method, you must provide a simple and easily accessible online cancellation procedure. If your buyer cancels the Recurring Payment, you may not charge for the Recurring Payment.

4.11 No Log-In Payments. If you receive No Log-In Payments you must receive your buyer's Authorization to the payment amount prior to submitting the No Log-In Payment.

4.12 Micropayments for Digital Goods. . To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, if a buyer opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	10.00 TWD
Israeli Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pounds Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

A buyer will be limited to a maximum of three such reversals per month for Disputes filed with any Micropayments for Digital Goods Merchant. After reaching this maximum a buyer will be required to follow PayPal's standard dispute resolution process for any additional Disputes they file.

4.13 PayPal Business Payments. If you offer PayPal Business Payments in a payment flow, you shall not offer any other PayPal-branded payment option in the same flow.

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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 PayPal Services, 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 setoff 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 generally 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, or, if required, 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 state's Unclaimed Property Administrator.

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8. Fees.

8.1 Fees Overview. Fees are based on whether you are making a Purchase Payment, a Personal Payment or a PayPal Business Payment. Some fees are expressed as a percentage of the payment amount. All fees are in U.S. Dollars unless otherwise stated.

a. For Purchase Payments, including Micropayments for Digital Goods, the recipient of the payment will always pay the fee.

b. 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 generally determines who pays the fee at the time the sender makes the payment. If you send a Personal Payment from a third party (non PayPal) website or by using a third party's product or service, then the third party will determine if the sender or recipient of the Personal Payment will pay the Personal Payment fee. This will be disclosed to you by the third party before the Personal Payment is initiated.

- 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 available on non-PayPal websites or other applications that offer you the ability to send a payment from your Account.
- Personal Payments may not be sent to recipients in India.

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.

c. For PayPal Business Payments, the PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.

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 generally determines whether the sender or recipient pays the fee. See Section 8.1(b).		

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
	Nonprofit rates**:	Monthly Donation Volume	Fee
		\$0.01 - \$100,000	2.2% + \$0.30
		Over \$100,000	1.9% + \$0.30
* To qualify for our Merchant rates you must submit a one-time application, have qualifying monthly sales volume, and have an account in good standing.			
** Nonprofit rates are only available for registered charities with 501(c)(3) status.			

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**
	Brazil	1%	7.4% + Fixed Fee**
	Canada	0%	2.9% + Fixed Fee**
	China	0.5%	3.9% + Fixed Fee**
	Germany	2%	3.9% + Fixed Fee**
	Hong Kong	0.5%	3.9% + Fixed Fee**
	Singapore	0.5%	3.9% + Fixed Fee**
	Taiwan	0.5%	3.9% + Fixed Fee**
	U.S.A.	1%	3.9% + Fixed Fee**
	Elsewhere	0.5%	3.9% + Fixed Fee**
* Sender generally determines whether the sender or recipient pays the fee. See Section 8.1(b). ** See section 8.4(c) below for detailed list of fixed fees for international payments.			

b. International Purchase Payments.

Activity	Purchase Payment Fee		
Sending (buying)	Free*		
Receiving (selling)	Standard rate:	3.9% + Fixed Fee***	
	Merchant rates**:	Monthly Sales Volume:	Fee
		\$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***
	Nonprofit rates****:	Monthly Donation Volume	Fee
		\$0.01 - \$100,000	3.2% + Fixed Fee***
		Over \$100,000	2.9% + Fixed Fee***
* Your financial institution may charge fees directly to the card you use to fund a cross-border payment even where no currency conversion is involved. ** To qualify for our Merchant rates you must submit a one-time application, have qualifying monthly sales volume, and have an account in good standing. *** See section 8.4(c) below for detailed list of fixed fees for international payments. **** Nonprofit rates are only available for registered charities with 501(c)(3) status.			

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

Currency	Fee	Currency	Fee
Australian Dollar:	\$0.30 AUD	New Zealand Dollar:	\$0.45 NZD
Brazilian Real:	0.60 BRL	Norwegian Krone:	2.80 NOK
Canadian Dollar:	\$0.30 CAD	Philippine Peso:	15.00 PHP
Czech Koruna:	10.00 CZK	Polish Zlotych:	1.35 PLN
Danish Krone:	2.60 DKK	Singapore Dollar:	\$0.50 SGD
Euro:	€0.35 EUR	Swedish Krona:	3.25 SEK
Hong Kong Dollar:	\$2.35 HKD	Swiss Franc:	0.55 CHF
Hungarian Forint:	90 HUF	Taiwan New Dollar:	10.00 TWD
Israeli Shekel:	1.20 ILS	Thai Baht:	11.00 THB
Japanese Yen:	¥40 JPY	U.K. Pounds Sterling:	£0.20 GBP
Mexican Peso:	\$4.00 MXN	U.S. Dollar:	\$0.30 USD

8.5 Micropayments for Digital Goods. If you apply and qualify for Micropayments for Digital Goods, then for transactions involving only Digital Goods, you agree to pay either (i) the standard Purchase Payment fees described in Section 8.2 and 8.4, or (ii) the following fees, which ever rate results in a lower amount being charged to you for the transaction.

a. Domestic Digital Goods Micropayments. The following fees apply when both the sender and recipient are in the United States, and the payment is in US Dollars:

Activity	Digital Good Micropayment Pricing Fee
Sending (buying)	Free
Receiving (selling)	5% + \$0.05 USD

b. International Digital Goods Micropayments. The following fees apply when either the sender or recipient is outside the United States. This fee is based on the country of the recipient:

Activity	Digital Good Micropayment Pricing Fee
Sending (buying)	Free*
Receiving (selling)	6% + Fixed Fee**
* Your financial institution may charge fees directly to the card you use to fund a cross-border payment even where no currency conversion is involved.	
** See clause (c) below for detailed list of fixed fees for international payments.	

c. Fixed Fees. The Fixed Fee that applies to International Micropayments for Digital Goods is based on the currency of the payment:

Currency	Fee	Currency	Fee
Australian Dollar:	\$0.05 AUD	New Zealand Dollar:	\$0.08 NZD
Brazilian Real:	0.10 BRL	Norwegian Krone:	0.47 NOK
Canadian Dollar:	\$0.05 CAD	Philippine Peso:	2.5 PHP
Czech Koruna:	1.67 CZK	Polish Zlotych:	0.23 PLN
Danish Krone:	0.43 DKK	Singapore Dollar:	\$0.08 SGD
Euro:	€0.05 EUR	Swedish Krona:	0.54 SEK
Hong Kong Dollar:	\$0.39 HKD	Swiss Franc:	0.09 CHF
Hungarian Forint:	15 HUF	Taiwan New Dollar:	2.00 TWD
Israeli Shekel:	0.20 ILS	Thai Baht:	1.8 THB
Japanese Yen:	¥7 JPY	U.K. Pounds Sterling:	£0.05 GBP
Mexican Peso:	\$0.55 MXN	U.S. Dollar:	\$0.05 USD

8.6 PayPal Business Payment Fee. PayPal shall apply the following fee to each PayPal Business Payment:

Activity	PayPal Business Payment Fee
Sending or receiving*	\$0.50 USD per transaction
* The PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.	

8.7 Additional Fees.

Activity	Fee						
Currency Conversion	2.5% added to the exchange rate 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.						
Withdrawing your Balance	Free to transfer to a bank. \$1.50 for a physical check.						
Chargeback	The Chargeback fee applies at the time a Chargeback is applied to your Account for a payment you received and for which you are not eligible for PayPal Seller Protection. This Fee is based on the currency received as follows: <table> <tr> <th>Currency</th><th>Chargeback Fee</th></tr> <tr> <td>Australian Dollar:</td><td>\$22.00 AUD</td></tr> <tr> <td>Brazilian Real:</td><td>35.00 BRL</td></tr> </table>	Currency	Chargeback Fee	Australian Dollar:	\$22.00 AUD	Brazilian Real:	35.00 BRL
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Brazilian Real:	35.00 BRL						

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Purchase Payment Refund Fee	<p>If you refund a Purchase Payment, we will retain the Fixed Fee portion of the Purchase Payment Fee. The buyer's Account will be credited with the full Purchase Payment amount and the Fixed Fee portion of the Purchase Payment Fee will be deducted from your Account in addition to the amount of the refunded payment. The Fixed Fee will depend on the currency of the original Purchase Payment and is listed above.</p>																																								
Sending Payments through Mass Payments	<p>2% up to a maximum amount of \$1.00 USD per recipient, or foreign currency equivalent as follows:</p> <table border="1"> <tr> <th>Currency</th><th>Fee</th></tr> <tr><td>Australian Dollar:</td><td>\$1.25 AUD</td></tr> <tr><td>Brazilian Real:</td><td>2.00 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>\$1.25 CAD</td></tr> <tr><td>Czech Koruna:</td><td>24.00 CZK</td></tr> <tr><td>Danish Krone:</td><td>6.00 DKK</td></tr> <tr><td>Euro:</td><td>€0.85 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>\$7.00 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>210 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>4.00 ILS</td></tr> </table>	Currency	Fee	Australian Dollar:	\$1.25 AUD	Brazilian Real:	2.00 BRL	Canadian Dollar:	\$1.25 CAD	Czech Koruna:	24.00 CZK	Danish Krone:	6.00 DKK	Euro:	€0.85 EUR	Hong Kong Dollar:	\$7.00 HKD	Hungarian Forint:	210 HUF	Israeli Shekel:	4.00 ILS																				
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Thai Baht:	36.00 THB																								
U.K. Pounds Sterling:	£0.65 GBP																								
Credit Card and Debit Card Confirmation	\$1.95 This fee will be refunded if you successfully complete the credit card or debit card confirmation process																								
Records Request	\$10.00 per item requested We will not charge you for records requested in connection with your good-faith assertion of an error in your Account																								

8.8 PayPal Debit Card Fees.

Activity	Fee
U.S. ATM Withdrawal	\$1.00 USD (plus any amounts charged by the ATM owner)
Signature Withdrawal	\$3.00 USD if a signature is required.
ATM withdrawal from an ATM machine that is not in the U.S.	1% This fee will apply even if the transaction does not require a currency conversion.
PayPal Debit Card purchase from a Seller who is not in the U.S.	1% This fee will apply even if the transaction does not require a currency conversion.
Currency Conversion	2.5% added to the exchange rate 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.

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9. Restricted Activities.

9.1 Restricted Activities. In connection with your use of our website, your Account, or the PayPal Services, or in the course of your interactions with PayPal, other Users, or third parties, 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 PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- m. Integrate the PayPal Services in a manner inconsistent with PayPal integration guidelines.
- n. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- o. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- p. Allow your Account to have a negative Balance;
- q. Provide yourself a cash advance from your credit card (or help others to do so);
- r. Access the PayPal Services from a country that is not included on PayPal's [permitted countries list](#);
- s. 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;
- t. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- u. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- v. 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;
- w. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- x. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services;
- y. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- z. Use the PayPal Services 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 User, or a third party caused by or arising out of your breach of

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

Liability for PayPal 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). You will not receive a refund on your PayPal fees. PayPal Seller protection may cover your liability, see section 11 below.

If you sell to a buyer and the buyer files a Significantly Not as Described (SNAD) Claim, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal fees. If you lose a SNAD 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).

Liability for claims filed directly with eBay through the eBay Buyer Protection resolution process.

If you are an eBay Seller, eBay requires that you comply with the eBay Buyer Protection 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 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. If your Balance isn't sufficient to reimburse eBay, PayPal will place a hold on your Account until the earlier of: (1) sufficient funds are added to your Balance to reimburse eBay for your liability at which time we will reimburse eBay in full, or (2) 40 days from the date of eBay's decision that you lose the claim at which time we will remove your Balance to partially reimburse eBay for your liability.

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 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 Account (such as your eBay fees).

10.2 Temporary Holds for Disputed Transactions. If a User files a Claim, Chargeback or Reversal on a payment you received, PayPal may 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 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, other Users, other third parties, 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 PayPal 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 Users 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 the PayPal 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 PayPal Services 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 the PayPal 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 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:
 - (i) 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 use PayPal shipping labels or if you upload tracking information to PayPal via the transaction details page. This applies to US domestic transactions only.
- b. 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. 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 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 listed below to be covered for Item Not Received protection and you must meet the Unauthorized Transactions requirements listed below to be covered for Unauthorized Transaction protection.

a. Basic Requirements:

- You must ship the item to the shipping address on the Transaction Details Page.
- You must 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 Account, must be in the United States.

b. 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.

c. 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, digital goods, and services.
- PayPal Direct Payments.
- Virtual Terminal Payments.
- PayPal Business Payments
- 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. Resolution Procedures for Unauthorized Transaction and Other Errors.

12.1 Protection for Unauthorized Transactions and Other Errors When an unauthorized transaction or other error occurs in your Account, including unauthorized transactions that occur because your PayPal Debit Card or PayPal Mobile-activated phone has been lost or stolen, PayPal will cover you for the full amount of every eligible unauthorized transaction or other error so long as you follow the procedures discussed below in section 12.2.

An unauthorized transaction is a type of error that occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an unauthorized transaction has occurred.

In addition, other errors occur when money is either incorrectly taken from your Account or incorrectly placed into your Account, or when transactions are incorrectly recorded in your Account. Examples of processing errors include: if you send a payment and it is debited twice from your Account; if a transaction is missing from, or not properly identified in, your Account history statement; if you receive an incorrect amount of money at an ATM; and if there is a computational or mathematical error by PayPal.

You may request documentation or information regarding your Account or transaction to determine whether an error exists by contacting us through the Contact Us link at the bottom of each page of the PayPal website.

12.2 Notification Requirements.

- a. You should immediately notify PayPal if you believe:
- there has been an unauthorized transaction or unauthorized access to your Account;
 - there is an error in your account history statement (you can access your account history by logging into your Account and clicking on a link to "View all of your transactions") or your transaction confirmation sent to you by email;
 - your password or PayPal Mobile PIN has been compromised;
 - your PayPal Debit Card or PayPal Mobile-activated phone has been lost, stolen or deactivated; or
 - you need more information about a transaction listed on the statement or transaction confirmation.
- b. To be eligible for 100% protection for errors in your Account, you must notify us within 60 days after any unauthorized transaction or other error first appears in your Account history statement. 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.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an unauthorized transaction or other error. 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. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For unauthorized transaction(s) or other errors 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 mail it to us (PayPal, Attn: PayPal Debit Card Department, P.O. Box 45950, Omaha, NE 68145-0950, United States) or send it by fax to 303-395-2855; or
- Telephone PayPal Customer Service at (402) 935-7733.

For unauthorized transaction(s) or other errors in your Account, notify us as follows:

- [Use this form](#) to file an error 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.

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

- Your name and email address registered to your Account;
- A description of any suspected unauthorized transaction or other error 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 any suspected unauthorized transaction or other error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

12.3 PayPal Actions after Receipt of Your Notification. Once you notify us of any suspected unauthorized transaction or other error, 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 or other error that is eligible for protection.

- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected unauthorized transactions or other error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 days to complete our investigation (or up to 90 days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).

If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within two Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), 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 error, we will promptly credit the full amount of the error into your Account within one Business Day of our determination. 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 error, 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 Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

12.4 PayPal Processing Errors. We will rectify any processing error that we discover. If the error resulted in your receipt of less than the correct amount to which you were entitled, PayPal will credit your Account for the difference. If the error results in your receipt of more than the correct amount to which you were entitled, PayPal will 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. PayPal Purchase Protection.

13.1 Types of Problems Covered. PayPal Purchase Protection (also known as PayPal Buyer Protection) helps you if you encounter either of these problems:

- You did not receive the item you paid for with PayPal – “Item Not Received” (INR), or
- You received an item you paid for with PayPal but it is “Significantly Not as Described” (SNAD) (as described below)

If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the [PayPal Security Center](#).

An item is “Significantly Not as Described” if it is materially different from what the Seller described in the item listing. Here are some examples:

- You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. For example, the description when you bought the item 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 its description when you bought the item.
- 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.

13.2 Eligibility Requirements.

a. To be eligible for PayPal Purchase Protection you must meet all of the following requirements:

- Pay for the eligible item from your PayPal Account.
- 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; or
 - the “Send Money” button of your PayPal account by selecting “eBay Item” and entering your eBay User ID and the eBay item number for purchases on eBay website; or
 - the Send Money tab on the PayPal website, by clicking the “Purchase” tab, or by selecting the “Checkout with PayPal” button or otherwise selecting PayPal as part of a Seller's checkout flow.
- 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.
- Have an Account in good standing.

b. For items purchased on eBay look for either a PayPal or eBay purchase or 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 Purchase Protection. The purchase or 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. If the listing does not include the purchase or buyer protection message, then it is not eligible for PayPal Purchase Protection.

13.3 Ineligible Items. PayPal Purchase Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for reimbursement under PayPal Purchase Protection:

- Intangible items, including Digital Goods
- Services
- Real estate, including residential property
- Businesses
- Vehicles, including motor vehicles, motorcycles, caravans, aircraft and boats
- Custom made items
- Travel tickets, including airline flight tickets
- Items prohibited by the PayPal Acceptable Use Policy
- Items which you collect in person, or arrange to be collected on your behalf
- Items that violate eBay's Prohibited or Restricted Items Policy
- Industrial machinery used in manufacturing
- Items equivalent to cash, including prepaid or gift cards
- PayPal Direct Payments

- Virtual Terminal Payments
- Personal Payments

Even if your payment is not eligible for PayPal Purchase Protection, you can file a Dispute and to try to resolve the issue directly with the seller, however, PayPal will generally not find in your favor if you escalate a Dispute to a Claim for an item which is not eligible for PayPal Purchase Protection..

13.4 Coverage Amount. If you are eligible for PayPal Purchase Protection and 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.

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 for an Item Not Received claim even if you did not receive the goods.

13.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller , you can go to the [Resolution Center](#) and follow this process:

- **Open a Dispute.** Open a Dispute **within 45 days** of the date you made the payment for the item you would like to dispute to negotiate with the Seller for resolution of the Dispute. We will place a hold on all funds related to the transaction in the seller's account until the Dispute is resolved or closed.
- **Escalate the Dispute to a Claim.** If you and the Seller are unable to come to an agreement, you can 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 the equivalent of \$2,500 U.S. Dollars or more (or currency equivalent). To find the currency equivalent in any other currency (for example, CAD or Euro) at the time of transaction please log into your Account and use the “Currency Converter” tool located in your Account Overview. If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute.

- **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.
- **Comply with PayPal’s shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims, PayPal may require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party 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 showing at least city/state or zip, 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.

- **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).

13.6 Digital Goods Micropayment Disputes and Claims. If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at our discretion, reverse the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	10.00 TWD
Israeli Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pounds Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of automatic reversals you benefit from. If these are limited, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 13 to attempt to resolve the issue with the Seller directly.

13.7 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.

13.8 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 the PayPal 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 Insolvency Proceedings. If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

14.6 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.

14.7 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 PayPal Services.

14.8 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.

14.9 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.

14.10 State Agencies. In addition to reporting complaints against PayPal directly to PayPal as described 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 1.6 by email. To make such a request, send a letter to PayPal at the address listed in section 1.7, include your email address, and request the information provided in section 1.6.

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15. General Provisions.

15.1 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, THE PAYPAL SERVICES, 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.

15.2 No Warranty. PAYPAL, OUR PARENT, EMPLOYEES AND OUR SUPPLIERS PROVIDE THE PAYPAL 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 the PayPal Services 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 the PayPal Services, 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 the PayPal Services are 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.

15.3 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.

15.4 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 PayPal 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. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you

are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

15.5 Complete Agreement. This Agreement, along with any applicable policies and agreements on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 1, 7, 8, 10, 14, 15, and 16 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.

15.6 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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16. Definitions.

"ACH" means the Automated Clearing House network.

"Account" means a Personal, Business or Premier PayPal account.

"Add Funds" means your ability to add money into your Account through a PayPal hosted flow (and not from a third party website).

"Agreement" means this agreement including all subsequent amendments.

"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.

"Authorize" or "Authorization" means you authorize a Merchant to collect a payment from your Account.

"Balance" means any money that you have in your PayPal Account. The terms "money" and "funds" are used interchangeably in this Agreement.

"Bill Me Later" means a credit account provided by Bill Me Later, Inc.

"Business Account" and "Premier Account" means an Account used primarily for business purposes and not for personal, family, or household purposes.

"Business Days" means Monday through Friday, excluding Holidays.

"Commercial Entity Agreement" means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).

"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.

"Check" is defined in Section 3.12

"Check Processor" means a third party bank or bank-affiliated entity which processes Check images transmitted through PayPal Mobile Check Capture.

"Claim" means a challenge to a payment that a User files directly with PayPal in the [Online Resolution Center](#) pursuant to section 13 of this Agreement.

"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.

"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.

"Days" means calendar days.

"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.

"Digital Goods" means goods that are delivered and used in an electronic format.

"Dispute" means a dispute filed by a User directly with PayPal in the [Online Resolution Center](#) pursuant to section 13 of this Agreement.

"eBay" means eBay Group Inc.

"eBay Gift Card" means an eBay branded physical gift card that is issued by PayPal.

"eCheck" means a payment funded using a sender's bank account Payment Method 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.

"Fees" means those amounts stated in section 8 of this Agreement.

"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.

"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.

"Instant Transfer" means a payment funded using the sender's bank account Payment Method in which PayPal credits the recipient instantly.

"Item Not Received" means a challenge to a payment from a User claiming that the item purchased was not received.

"Mass Payments" means the ability to send multiple payments at the same time.

"Merchant" and **"Seller"** are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payment.

"Merchant Processing Delay" means a delay between the time you Authorize a payment and the Merchant processes your payment.

"Micropayments for Digital Goods" means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools. All Micropayments for Digital Goods are Purchase Payments.

"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](#).

"No Log-In Payment" means a PayPal payment that is made to a User without the sender having to log into his/her PayPal Account.

"Payment Review" means the process described in section 4 of this Agreement.

"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, PayPal Smart Connect (formerly PayPal Buyer Credit), credit card, debit card, eBay Gift Card and Redemption Codes.

"PayPal," "we," "us" or "our" means PayPal, Inc. and its subsidiaries and affiliates.

"PayPal Purchase Protection" (also known as PayPal Buyer Protection) means the protection program PayPal offers buyers as described in section 13.

"PayPal Debit Card" means a PayPal branded debit card that is accepted anywhere that accepts MasterCard.

"PayPal Credit" means PayPal Smart Connect (formerly PayPal Buyer Credit), PayPal Extras MasterCard (formerly the PayPal Plus Card), eBay MasterCard or Bill Me Later.

"PayPal Direct Payment" means a payment processed by PayPal that is funded directly by a credit or debit card and not through a PayPal Account, such as payments made through Website Payments Pro but excluding payments made using guest checkout.

"PayPal Mobile" means a PayPal Service that allows you to send and receive payments through your mobile phone.

"PayPal Mobile Check Capture" means the PayPal Service accessed through a PayPal mobile phone application that allows you to add funds to your Balance to make payments by photographing checks written to you using your mobile phone and transmitting the images to a Check Processor through the PayPal Mobile phone application. Upon receipt, the Check Processor processes and clears your check and sends the cleared funds to your Balance.

"PayPal Business Payments" means payments between Users in the United States made through certain third parties' products or services where the sender must fund their payment exclusively using either (or both) their Balance or eCheck and for which the PayPal Business Payment fee applies.

"PayPal Services" 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.

"PayPal Smart Connect" (formerly PayPal Buyer Credit) is a personal credit account exclusively for Users.

"Personal Account" means an Account used for non-business purposes and used primarily for personal, family, or household purposes.

"Personal Payment" means amounts sent between two individuals (not to or from a business) without a purchase. Examples of Personal Payments include sending a gift to a friend or paying a friend back for your share of a lunch bill.

"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 PayPal Services.

"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.

"Preferred Payment Method" means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

"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;
- A Micropayment for Digital Goods; or
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.

A PayPal Business Payment is not a Purchase Payment even if it meets any of the descriptions above.

"Quick Pay" means a PayPal Mobile setting that allows you to send money through PayPal Mobile with fewer clicks than non-Quick Pay transactions.

"Recurring Payment" means a payment in which a the recipient is provided advance Authorization to charge the sender's PayPal Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Recurring Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "preapproved payments."

"Redemption Code" means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.

"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 PayPal Services.

"Restricted Activities" means those activities described in section 9 of this Agreement.

"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.

"Seller" and "Merchant" are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payment.

"Send Money" means your ability to send money though the PayPal Services.

"Significantly Not as Described" has the definition provided in section 13 of this Agreement.

"Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

"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.

"Verified Account" means an Account status that reflects that PayPal is reasonably sure that a PayPal Account holder has legal control of one or more of his or her payment methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.

"Virtual Terminal Payment" means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a Card and not through a PayPal Account.

"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.

"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.

"User" means any person or entity using the PayPal Services including you.