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User Agreement for PayPal Service

Last Update: July 1, 2015

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This Agreement contains 15 (fifteen) sections and 1 (one) schedule, and you may jump directly to any section by selecting the appropriate link below. Some terms have specific definitions, which we have provided in Section 15. You will also find underlined words and phrases in this Agreement and on our website that hyperlink to relevant information.

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This User Agreement is a contract between you and

PayPal (Europe) S.à r.l. et Cie, S.C.A.
22-24 Boulevard Royal
L-2449 Luxembourg

(referred to as "PayPal" or "we") (this "User Agreement" or "Agreement").

You must agree with and accept all of the terms and conditions contained in this User Agreement when opening a PayPal Account or when using other services offered by PayPal outside of a PayPal (including, but not limited to, processing of direct debits, credit card payments, payment upon invoice, payment upon installments, in-app payments). This Agreement shall apply to all services offered by PayPal. This Agreement shall also apply insofar as PayPal accedes to existing contracts between you and third parties by way of acquisition of receivables (such as payment upon invoice, payment upon installments). We provide you with this Agreement in German – therefore German shall be the contractual language and any English version of this Agreement is for informational purposes only.

The following documents form a part of this User Agreement:

- Acceptable Use Policy
- Buyer and Seller Protection Policies

All future changes of this User Agreement set out in the [Policy Update](#) already published on the "Legal Agreements" landing page of the PayPal Website(s) at the time you register for the PayPal Services are incorporated by reference into this Agreement and will take effect as specified in that [Policy Update](#).

This Agreement, together with other legal terms and legally required disclosures relating to your use of the PayPal Services will be provided to you, at all times on the PayPal Website(s) (typically located on the "Legal Agreements" landing page). This information may also be sent to you, if you wish so. We also refer to the User Agreement on the PayPal Website(s) wherever relevant.

For more information about the PayPal Services, please read our [Key Payment and Service Information](#).

1. Our Relationship With You

1.1 PayPal is only a Payment Service Provider.

PayPal enables you to make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes. PayPal does not have control of nor assumes the liability or legality for the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a Buyer or a Seller will complete a transaction. Please note that there are risks of dealing with underage persons or people acting under false pretense.

Important to know:

PayPal is duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector. PayPal is under the prudential supervision of the Luxembourg supervisory authority, the *Commission de Surveillance du Secteur Financier*.

PayPal's main business is the issuance of E-Money and the provision of services closely related to the issuance of E-Money. Since the PayPal Services are limited to E-Money, which does not qualify as a deposit or an investment service in the sense of the law.

This means for you: You are not protected by the Luxembourg deposit guarantee schemes provided by the *Association pour la Garantie des Dépôts Luxembourg* (AGDL).

A description of the main characteristics of the PayPal Services is set out in the Key Payment and Service Information document which is accessible via the "Legal Agreements" link of each page of the PayPal Website(s).

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 Intellectual Property. The following items are either copyrighted by PayPal, service marks, trademarks, and/or trade dress of PayPal or its licensors:

- The internet addresses (URLs) of the PayPal Website(s);
- The term "PayPal";
- All logos of our products and services associated with it;
- All page headers, graphics, icons on buttons and lettering.

You may not copy, imitate, modify, alter, amend or use them without our prior written consent. You, as a Merchant, may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent for the sole purpose of identifying yourself on your website as a merchant who accepts payments through the PayPal Services and directing web traffic from that website to the PayPal Services, but we may limit or revoke this permission at any time and for any reason in our sole discretion. 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(s) and any content thereon is the exclusive property of PayPal and its licensors.

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

1.4 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. You are not permitted to transfer your PayPal Account to a third party. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your PayPal Account under Section 7.1.

1.5 Notices to You. You agree that PayPal may contact or inform you by any of the following means:

1. **By e-mail:** We may send an e-mail to the e-mail address registered in your PayPal Account;
2. **Online:** By publishing it on the PayPal Website(s) or as message in your PayPal Account;
3. **By mail:** We may send a message to the postal address registered in your PayPal Account;
4. **By telephone:** We may call you or send you a text message.

You may request a copy of any legally required disclosures (including this Agreement or any other agreement which may exist on the basis of PayPal acceding into existing contracts, such as installment payment agreements and redemption plans relating thereto) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail). You may terminate your consent to receive required disclosures through electronic communications by contacting PayPal as described in Section 1.6 below. PayPal may charge you a Records Request Fee (per Schedule 1) to provide a paper copy. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic communications.

1.6 Notices to PayPal. Notices to PayPal made in connection with this Agreement must be sent by postal mail to PayPal's head office:

PayPal (Europe) S.à r.l. et Cie, S.C.A.
Legal Department
22-24 Boulevard Royal
L-2449 Luxembourg.

1.7 Transaction History. You can access your details of executed payment transactions and other information relating to your Account transaction history and Balance by logging into your Account. You agree to review your transactions through your Account history instead of receiving periodic statements by mail.

1.8 Amendments to this Agreement. Changes of this Agreement will be offered to you in text-form, e.g. by way of sending you an e-mail, with a minimum of 2 (two) months prior notice before the suggested effective date of such change. You will be deemed to have consented to these changes unless you explicitly dissent before the effective day. In case you do not agree to the changes, you may terminate this Agreement without any extra cost at any time before the effective date of the change. In such e-mail we shall particularly inform you about your right to dissent, the due date, and your option to terminate this Agreement. We also publish the amended User Agreement on the PayPal Website(s).

Any other agreement with PayPal (such as installment payment agreements) shall be amended in accordance with the provisions applicable to such agreement.

In cases where we add extra functionality to the existing PayPal Services or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities, we may make an announcement within only 1 (one) month. You shall have 3 (three) weeks to express your dissent in such case.

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2. PayPal Account - Eligibility and Types of Accounts

2.1 Eligibility. You may sign up with PayPal in Germany to open a PayPal Account if you are at least 18 (eighteen) years old and a resident of Germany or you are a company with a registered seat of business in Germany. You further represent and warrant to us in opening an Account with us that you are not acting on behalf of, or for the benefit of, anyone else, unless you are opening the Account for and under the direction of the company that employs you. If you are not acting for the

company that employs you, the new Account must be in your own name only.

2.2 Account types. We offer 2 (two) different types of Accounts: Personal and Business Accounts. You may only hold 1 (one) Personal Account and 1 (one) Business Account. Holders of certain Personal Accounts may be required to upgrade their accounts (which may include providing further information to PayPal) in order to use all of the current functionality available in a Personal Account.

1. **Personal and Business Account.** You may sign up for a Personal or a Business Account with PayPal. A Personal Account is designed for personal purposes only. A Business Account must not be used for personal purposes, but only for your business or enterprise.
2. **Payment and Reserve functionality.** By default, your PayPal Account comprises 2 (two) different functionalities: A payment functionality and a Reserve functionality. For the purpose of understandability we refer to them as "Payment Account" and "Reserve Account".

The availability of sending payments and withdrawing funds depends on the availability of the respective funds in your payment or Reserve Account.

Funds in your Payment Account: You may freely avail of these funds, withdraw them to your bank account, or send payments.

Funds in your Reserve Account: These funds are temporarily unavailable for you – they will display as "Payments held" in your PayPal Account. This means you may not withdraw these funds to your bank account or use it to send payments. This comprises all payments with the status "Pending" or "Held" as these are being held for risk protection purposes. The following scenarios may be affected:

- PayPal payments funded by direct debit with security check (see Section 3.7);
- Payments completed by the Merchant at a later stage (see Section 3.9);
- Payment Reviews (see Section 4.3);
- Payments on Temporary Hold (see Sections 10.5 and 10.6);
- Restricted activities and measures taken by PayPal (see Sections 9 and 10).

2.3 Verified status. To verify your PayPal Account you must complete the following steps:

- **Add and confirm a bank account.** You can confirm your bank account by entering the 4 (four) digit code received from PayPal, or by completing a payment by bank transfer. In case your bank account is not yet confirmed, you will find further information in your PayPal Account; or
- **Add and confirm a credit card.** You can confirm your credit card by entering the confirmation code into your PayPal Account.

We may request additional Information from you to complete verification and meet anti-money laundering and counter terrorist financing regulations. For instance, we may ask you to provide identification documents by fax, e-mail, or upload in your PayPal Account.

If you have a Business Account, you are required to provide additional information about your business.

Highlighting an Account or a User as "Verified" only means that the Account holder has completed the steps mentioned above. PayPal neither guarantees, undertakes nor otherwise represents that a Verified User will complete a commercial transaction.

If PayPal should accede to existing contracts which you may have entered into with third parties (such as installment payment agreements), and should you wish to have information related thereto in your PayPal Account, we will need your date of birthday and your account information for verification purposes.

2.4 PayPal as Login Method. If you use PayPal as means of logging into external websites or mobile applications, we may share your login status with any third party offering this service as a login method, as well as the personal and other Account Information that you consent to being shared so that the third party can recognize you. PayPal will not give such third party access to your PayPal Account and will only make payments from your Account to that third party with your specific Authorization.

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

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3. Sending Money

3.1 Our execution of your Payment Orders. Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Account. We shall execute your Payment Order based on this Agreement within 1 (one) business day. Within this timeframe we shall credit the payment service provider of the person you are sending your payment to. The 1-day time limit starts on the day following the date you gave us, and we received your valid Payment Order.

Executing your Payment Order is subject to the following requirements:

- a. You send your Payment Order before 4.00pm (local time of the country where your Account is registered) on a Business Day, except that the relevant time shall be 5.00pm if your Account is registered in Greece or in Finland, 3.00pm if your Account is registered in the Republic of Ireland or in Portugal, 2.45pm if your Account is registered in Denmark or in Hungary, and 2.00pm if your Account is registered in the Czech Republic, in Poland, or in Sweden. All times stated are local times of the country where your Account is registered. If you provide us with your Payment Order after this time or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day;
- b. You have provided a correct Unique Identifier or other valid details of the recipient or you as PayPal or the person you are paying may reasonably request from you when you complete the details to make the Payment Order;
- c. You have completed all mandatory information requested in the relevant payment or checkout flows;
- d. You have provided details of your valid Funding Source(s) that have sufficient funds to make the payment; and
- e. You have expressed valid consent to authorize your Payment Order. Such valid consent shall be deemed provided:

1. When you click the respective payment button (for example, "Pay" or "Continue") of the PayPal Website(s) which permit you to send us a Payment Order after you have submitted your correct log-in information and successfully logged into your PayPal Account; and/or
2. If you have set up a third party initiated payment Authorization in which you have agreed with a Merchant or other third party to provide an advance Authorization to allow that Merchant or third party to collect or otherwise direct payment of funds from your PayPal Account; and/or
3. Instruct us to make a payment in any other way which we may notify you when making the Payment Order from time to time.

Our obligation to execute payment orders within 1 (one) Business Day following the date you gave us your valid Payment Order only applies to payments executed:

- Between Users with registered PayPal Accounts in the European Economic Area ("EEA");
- In the currency of euro (EUR), pound sterling (GBP), or the currency of the EEA state that has not adopted euro (EUR) as its currency.

Once your Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction. This does not apply when you have agreed to Recurring Payments (see Section 3.10). You are able to cancel a Recurring Payment provided that you do so before the end of the Business Day which falls on the day before the next Recurring Payment is due to be made.

We are under no obligation to execute your Payment Order if you do not have sufficient funds in your PayPal Account or in your Funding Source. PayPal reserves the right not to effect a payment made by you until it receives cleared funds (this also means, without limitation, that PayPal is not obliged to settle a refund transaction before having received funding for the original transaction).

3.2 Sending Limits. If you have a periodic sending limit on your Account, you can view it by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through the PayPal Services in order to minimize the risk of payment losses or fraud.

3.3 Lifting your sending limit. You may lift your sending limit by verifying your PayPal Account (see Section 2.3).

3.4 Default Funding Sources. When you make a payment, you authorize us to obtain funds on your behalf from your applicable Funding Source. We issue E-Money and transfer the E-Money to the recipient or to your Balance in each case according to your instructions and subject to the terms of this Agreement.

PayPal will fund your transaction in the following order of preference (to the extent that such Funding Sources are available for use with your Account):

1. PayPal Balance;
2. Direct debit;
3. Credit card;
4. Bank transfer.

If you have a Balance in your Account, PayPal will always use your Balance to fund your payment. If your Balance covers only part of the payment, we will use direct debit or your credit card to cover the remaining amount. In cases where only bank transfer is available, we shall use this Funding Source for the entire payment amount.

Cards as Funding Sources: By adding a debit card, credit card or pre-paid card as a Funding Source, you are providing PayPal with a continuous Authorization to automatically charge that card to obtain the relevant funds when the card is used as a Funding Source pursuant to this Agreement. You can stop the continuous Authorization in respect of any card by removing that card as a Funding Source in your Account profile.

Special Funding Sources: Certain payments may be funded by special Funding Sources linked to your Account, such as merchant/transaction specific balance, gift vouchers or other promotional Funding Sources, the use and priority of which are subject to further terms and conditions between you and PayPal ("**Special Funding Sources**").

Your Account overview may show the notional amount available in your Special Funding Sources to fund qualifying payments at any given time. This amount does not constitute E-Money, is not deemed part of your Balance and is not redeemable in cash – it only represents the amount of E-Money which PayPal offers to issue and credit to your PayPal Account at the time of (and only to immediately fund) a qualifying PayPal payment, subject to (and only for the period outlined in) the further terms and conditions of use of that Special Funding Source. If your PayPal payment funded by a Special Funding Source is rescinded (including, without limitation, Reversed) at a later time for any reason, PayPal will keep the amount that represents the portion of that PayPal payment that was funded by your Special Funding Source and (provided that the Special Funding Source has not already expired) reinstate the Special Funding Source.

3.5 Preferred Funding Source. Each time you make a payment, we shall display which Funding Source we are using. If you prefer to use a different Funding Source, you can do so by selecting another option.

If you have set up a Recurring or Automatic Payment, or authorize a Merchant or another third party to collect payments from your PayPal Account, you may select a Preferred Funding Source for all future payments to the Merchant.

If you have a Balance in your PayPal Account, and your payment does not qualify for the use of a Special Funding Source that can be applied, we will always use your Balance first. If you have a Balance and do not want to use it to fund your next payment, you must withdraw from your Balance before initiating your next payment.

If a Merchant or the other third party respectively captures your payment at a later stage, we will also use any available Balance first. Any remaining amount will then be funded by your Preferred Funding Source.

3.6 Funding Source Limitations. In order to manage risk, PayPal may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will inform you about the alternative Funding Source we use.

3.7 Direct Debit. Whenever you initiate a direct debit payment to fund a PayPal transaction or where the respective PayPal service provides for direct debit by PayPal from your Funding Source (such as payment upon installment, direct debit and credit card hosted by PayPal), you authorize us to draw the amount from the bank account you registered with PayPal. In detail, this is what happens:

- Your bank will receive a payment order to pay the amount to PayPal;
- PayPal will receive a payment order to pay the respective E-Money or money amount to the recipient of the payment.

PayPal is in compliance with the Single Euro Payments Area (SEPA) Direct Debit mandates. SEPA is an initiative of the European Commission and European banking sector, aimed at making transactions more efficient within the European Union. Whenever you register a bank account with PayPal after that implementation, or pay with a bank new account for the first time, you grant PayPal a SEPA Direct Debit mandate. You will be able to access such mandate and the mandate reference

number (MRN) in your PayPal Account profile at any time and cancel the mandate for future transactions.

Whenever you pay with direct debit after that, you authorize us to use such mandate and draw the amount from your bank account as explained above in this Section 3.7, and you authorize your bank to arrange for payment to us. You can return any such direct debit payment within 8 (eight) weeks after your bank account has been debited. PayPal will inform you of the amount of the debit and the time frame in which PayPal will collect the amount from the bank account together with the purchase confirmation.

In case of a Reversal of a payment you have not initiated yourself, you authorize PayPal to carry out another attempt to complete the transaction by direct debit at a later time. This does not apply if you had already settled the outstanding amount using another option. There will be no (additional) information on the amount and the time frame ahead of the resubmission.

In case of a Failed Direct Debit Payment, you authorize PayPal to charge your credit card or a different bank account registered with PayPal with the payment amount plus the applicable Fees for Failed Direct Debit Payments pursuant to Section 4 of Schedule 1 (Table of Fees) or to further attempt to debit the payment amount and fee to your bank account, unless you had already settled the outstanding amount using another option. You will be notified during the payment process which Funding Source may be used. Any such Funding Source is regarded as an additional Default Funding Source also for third party initiated payments according to Section 3.10.

Any direct debit payment may be subject to a routine security check. If, based on our internal assessment of potential risk regarding direct debit procedures (such risks specified in this Section 3.7 below), we have reason to believe that there is an increased risk associated with this payment,

- We may mark the payment as "Pending" and not immediately complete the payment until we have conducted a Payment Review in accordance with Section 4.3; where a Payment Review finds problem with the payment, the payment will be reversed and the funds returned to the Buyer from the Seller's Reserve Account; or
- Pursuant to our risk models and your payment history, there may be an increased risk of rejection or reversal by your bank, in which case it is likely that the respective credit to fund the E-Money payment will not become available to us. In this situation we reserve the right not to effect the Payment Order in accordance with Section 3.1 above.

The following are the main parameters for our internal risk assessment regarding direct debit procedures:

- Risk of insufficient funds or credit on your bank account;
- Risk that the transaction may not have been properly authorized by the account holder of the bank account;
- The financial details of the bank account may be incorrect exposing the transaction to be executed incorrectly

3.8 Refused Transactions. When you send E-Money and although the E-Money is available to the recipient, the recipient is not required to accept it. In case the recipient denies, refunds, or does not accept the payment within 30 (thirty) days, we shall credit the amount to your PayPal Account. If you have used your credit card as Funding Source, we shall credit the amount to your credit card. 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.

3.9 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 at a later time. For instance, this may be the case if the total payment amount has not yet been defined at the time of purchase. In such case you Authorize the Merchant to adjust the total payment amount up to a certain level as agreed with you previously (for example, when total material costs were unknown at the time of purchase). Your Authorization will remain valid typically for up to 30 (thirty) days. In this case you authorize PayPal to complete the payment up to the maximum amount as agreed with the Merchant. PayPal shall not be held liable for verifying the information provided by the Merchant.

If you have a Balance in your PayPal Account at the time when you initiate the Payment Order to PayPal, we shall hold the amount in your Reserve Account. The payment will display as "Held" in your PayPal Account until the Merchant processes the transaction. If your payment requires a currency conversion by us, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction.

3.10 Third party initiated payments (including Recurring Payments). A third party initiated payment is a payment made on the basis of your advance Authorization to a third party (for example, a store or other trader you intend to pay for your purchase) to collect funds from your PayPal Account. Refunds on eBay via PayPal, that you initiate as a Merchant on eBay, may also be effected as third party initiated payments. One example of this type of payment is a "Recurring Payment" which is a third party initiated payment made on a recurring basis (whether sporadically or periodically) that can be managed via your PayPal Account. Recurring Payments are also called "subscriptions", "preapproved payments", or "automatic payments".

You may also Authorize a third party (e.g. a Merchant) in the context of using location-based services to collect funds from your PayPal Account by choosing such third party in the location-based service (e.g. a mobile application). If you Authorize such third party, PayPal may in its sole discretion limit the total amount which the authorized third party may collect from your PayPal Account during a certain period of time.

In this case you authorize and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account. This applies as long as you do not terminate this agreement with the third party. You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment.

Any Authorization you have agreed with any third parties can be viewed in your PayPal Account. We will not inform you in advance about any Recurring Payments under this Agreement. However, you may request such information from your Merchant. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates.

Third parties who present us with a payment request under this provision hereby warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts) and that they will notify the User of the deduction in due time prior in advance.

Third parties who present us with a payment request under this provision also agree hereby that they will notify their customers at least 4 (four) weeks in advance of the amount they will collect if that amount has increased in such a manner that the Buyer could not have reasonably expected to pay such an amount, taking into account that Buyer's previous spending patterns and the circumstances of the payment, and that they will be liable to PayPal for any refunds of such payment in accordance with the terms of this User Agreement.

You agree that you cannot request a refund from a third party initiated payment unless:

1. The applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case **or**;
2. Your consent to the making of the third party initiated payment was not given as set out in Section 3.1 (e); **or**

3. The information relating to the third party initiated payment was not provided or made available to you in reasonable time before the date the payment transaction was made to the Merchant; **and**
4. You notify us of the request within 8 (eight) weeks from the date the payment was made; **and**
5. You comply with our requests to obtain information which we reasonably require to review the circumstances of the case.

Notwithstanding the above, you agree that you cannot request a refund from us where you have given your consent to the making of the third party initiated payment directly to us as set out in Section 3.1 (e) and information on the third party initiated payment was provided or made available to you at least 4 (four) weeks in advance of the third party initiated payment by us or the third party.

We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions.

3.11 Cancelling Recurring Payments.

You may cancel a Recurring Payment agreement with a third party in the profile of your PayPal Account. Your cancellation can be made up to 1 (one) Business Day prior to the date the payment is scheduled to be made.

You may also cancel a Recurring Payment in the context of location-based services.

3.12 Sending E-money in Multiple Currencies. You may Send Money in the following currencies:

- US dollar,
- Canadian dollar,
- Euro,
- Pound sterling,
- Japanese yen,
- Argentine peso,
- Brazilian real,
- Australian dollar,
- Czech koruna,
- Danish krone,
- Hong Kong dollar,
- Hungarian forint,
- Israeli new shekel,
- Malaysian ringgit,
- Mexican peso,
- New Taiwan dollar,
- New Zealand dollar,
- Norwegian krone,
- Polish zloty,
- Philippine peso,
- Russian ruble,
- Singapore dollar,
- Swedish krona,
- Swiss franc,
- Thai baht,
- Turkish lira.

Restrictions may apply regarding which currencies can be sent or received. 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. Some Merchants may not offer this option.

If you send a payment in a currency that is not your primary currency, we follow these practices:

1. If you have a Balance in the requested currency, we will fund your transaction from your Balance;
2. If you have a Balance in a different currency, we will perform a currency conversion and use it to fund your transaction;
3. If you do not have a Balance, we will fund your transaction through your Default Funding Sources.

3.13 Bank details or credit card information. If your bank details or your credit card account number change or your card expiration date changes, we may be informed by our financial services partner(s). We may ask you to update your PayPal Account accordingly. Make sure that any details in your PayPal Account are always up to date.

3.14 Payment After Delivery.

Buyers may be offered to select Payment After Delivery ("PAD") as a payment method. This payment method shall be used for private, non-commercial purchases only. PAD means that PayPal will only directly debit your bank account after you have received the item purchased. Generally, this will be approximately 14 (fourteen) days after the purchase date, but may also be later. You may initiate the payment yourself sooner in your PayPal Account.

PAD is only available to eligible Buyers and you must have a bank account added to your PayPal Account to become eligible. Eligibility is at PayPal's sole discretion and takes numerous variables into account. When choosing PAD, the total transaction amount will be financed by directly debiting your primary bank account linked to your PayPal Account even if you have a Balance on your PayPal Account unless the bank account does not have sufficient funds. You authorize PayPal to submit an instruction to debit from your primary bank account the amount of the transaction, and to re-submit this instruction if the initial debit is rejected or if no sufficient funds are available.

PayPal will pay the Merchant on your behalf immediately after the order has been successfully placed. The amount agreed upon between you and the Merchant shall be paid to the PayPal account of the Merchant.

If you are eligible for PAD and if you or PayPal have initiated a first payment, PAD will be set up as your preferred payment method for all future purchases for which this payment method is applicable. You may change the order of payment methods at any time in your PayPal Account.

PayPal may in its sole discretion and at any time terminate, cancel, deactivate, or change your eligibility for the use of PAD.

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4. Receiving Money

PayPal may allow anybody (with or without a PayPal Account) to initiate a payment to your Account.

4.1 Lifting your receiving limit. If you have a periodic receiving limit on your Account, you can view it by logging into your Account and clicking on the "View Limits" link on the "Account Overview". We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through the PayPal Services. In order to lift your receiving limit, you must complete the steps set out below:

- Have a confirmed Funding Source connected to your PayPal Account (for the steps required for the Verified Status, please refer to Section 2.3 above);
- Provide personal identification, such as a copy of your ID card.

We are legally obliged to prove your identity as soon as you reach the Receiving Limit. In such case we will let you know by e-mail which documents we require based on anti-money laundering regulations.

4.2 Payment Review. Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions, such risks being described in Section 10.5 (a) below.

If a payment is subject to Payment Review, PayPal will:

1. Execute the Payment Order initiated by the Buyer;
2. In PayPal's discretion, immediately upon such execution restrict the Buyer's Payment Instrument;
3. Place a hold on the payment, meaning the funds are held in the Reserve Account of the payment recipient;
4. Provide notice to the payment recipient to delay the shipping of the item purchased by the Buyer (transactions marked as "Pending" are not covered by Seller Protection, see Section 11);
5. Conduct its review of the payment.

The payment is marked as "Pending" until we have gathered sufficient information to efficiently conduct the payment review in accordance with Section 10.5 (a). Where a Payment Review finds a problem with the payment, the payment will be reversed and the funds returned to the Buyer from the Seller's Reserve Account.

All payments that complete Payment Review are still subject to being reversed (i.e. returned to the Buyer) under the terms of this Agreement but will be Seller Protection Eligible if they meet the Seller Protection Policy requirements.

A payment subject to Payment Review is neither a review nor a representation by PayPal as to the commercial dealings, character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person.

4.3 Payment reversals – PayPal's claims for reimbursement

a. Conditional credit where the funding sources are a credit card or direct debit.

Every credit of E-Money which is done by PayPal as a result of another user's PayPal payment ("Payer") into your PayPal Account is subject to the condition that we receive the corresponding amount definitively. This condition only applies to the extent that the payment was made using a credit card or direct debit as the funding source. This condition applies only as long as the corresponding amount is subject to a potential reversal by the payer's payment service provider pursuant to section 4.4(b). In case of a reversal, we will proceed with the credit reversal pursuant to section 4.4(c).

b. Reversal by the Payer's payment service provider.

A reversal by the payment service provider that a Payer uses to fund their transaction occurs:

- If the funding source is a credit card, when the Payer initiates a chargeback with his credit card's issuing bank. It is solely the credit card's issuing bank that decides the circumstances in which a chargeback may occur, on the basis of the terms of the credit card schemes such as Visa, MasterCard, and American Express,
- If the funding source is a direct debit, when the Payer rejects a direct debit payment and asks his payment service provider to reimburse the amount, or when the direct debit cannot be honored for reasons not within our control (for example as result of insufficient funds or unauthorized use of the account owner's bank account details).

c. Credit reversal by PayPal in relation to reversals.

When a reversal pursuant to section 4.4 (b) occurs, we will deduct the corresponding amount from the payee's PayPal Account unless you as a payee are eligible for seller protection in accordance with the PayPal Seller Protection Policy. In the event you are not eligible for PayPal Seller Protection, we will first deduct

the amount from the Balance in your PayPal Account. If the Balance in your PayPal Account is not sufficient, you are obliged to pay the corresponding amount into your PayPal Account or directly to us. We may also instruct a collection agency to recover the amount and/or initiate legal proceedings.

d. **Reversal with regard to non-authorized payments.**

A reversal also occurs when the payment is both not authorized by the rightful owner of the PayPal Account and you are not eligible for seller protection in accordance with the seller protection policy. In this case PayPal may proceed in relation to the payee as described under section 4.4(c).

4.4 Non discouragement. In representations to your customers or in public communications, you agree not to mischaracterize or disparage the PayPal Services as a payment method. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you, and you further agree that if you do charge a Buyer any form of surcharge that you, and not PayPal, will inform the Buyer of the requested charge as otherwise this may constitute a criminal offence by you.

4.5 Receiving Money in Multiple Currencies. You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. By accepting such payment you automatically create a Balance in this currency.

If you already hold this currency in your Balance, we will credit this payment to that Balance automatically.

4.6 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. As a bank service provider no sales tax applies to the PayPal Services in the EU.

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5. Account Balances

5.1 Balances and transaction information. You may check your Balance and current redemption plans for installment payment agreements by logging into your Account or by contacting our Customer Service. Key information relating to your payments will be provided to you via e-mail.

You will also be able to access a downloadable report of your Account, including payment details and Fees. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. PayPal will ensure that the details of each transaction will be made available for you to view online for at least 13 (thirteen) months from when it is first made available. PayPal reserves the right to charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a different way.

You do not need to maintain a Balance in your Account in order to make payments. When you Send Money funded by direct debit, credit card, or bank transfer, you receive E-Money in your PayPal Account. We instantly transfer this E-Money to the payment recipient. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-Money and not a deposit.

5.2 Amounts you owe us. When your Balance is negative you cannot Send Money with PayPal. You can restore your Balance by adding funds to your PayPal Account by bank transfer. Otherwise PayPal has the following options to restore your negative Balance:

- We use incoming payments on your PayPal Account to settle the amount you owe us;
- The next time you make a credit card or direct debit payment, we may charge your credit card or, as applicable, bank account, with the outstanding amount in addition to the payment amount. You will be notified during the payment process;
- In case of a Failed Direct Debit Payment we may charge your credit card or make a further attempt of the direct debit payment (see Section 3.7 for details);
- If you have a Balance in another currency, we may use these funds to settle the amount you owe us;
- We may also deduct the outstanding amount from a withdrawal you may have requested.

If, for a period of 21 (twenty-one) Days, you have a Balance that reflects an amount owing to us that is not in euros (EUR), PayPal will convert the amount you owe us to euros (EUR). Exchange Rate and Fees will be applied as set out in Schedule 1, (Table of Fees).

5.3 Risks of Maintaining Balances in Multiple Currencies. You are responsible for all risks associated with maintaining Balances in multiple currencies. This may include fluctuating exchange rates.

You agree that you will not use PayPal for speculative trading.

5.4 Set-off of Balances. You agree that we may deduct such Fees, charges or other amounts from your Account Balance or from any incoming payments you may receive.

5.5 Security Interest. To secure your performance of this Agreement, you grant to PayPal a legal claim against the proceeds of your Account as security for any amount you may owe to us. This is known in legal terms as a "lien" on and "security interest" in your Account.

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6. Withdrawing Money

6.1 How to Withdraw/Redeem E-Money. You may withdraw funds by electronically transferring them to your bank account. Withdrawing E-Money from your PayPal Account to your bank account is equal to redeeming E-Money into euros (EUR). If you withdraw any Balance in another currency it is subject to Exchange Rate and Fees as set out in Schedule 1, (Table of Fees).

6.2

1. **Withdrawal/Redemption Limits.** You agree to comply with our requests to verify your identity before we redeem E-Money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. You can view your periodic withdrawal limits, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk as explained in Section 10.4 below), impose additional limits on the amount of money you can withdraw through the PayPal Services;
2. **Execution Times.** Redemption transactions from your Payment Account will be executed within the timeframes set out in Section 3.1, however, we may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in

Section 9) is taking place ("Redemption Risk"). Where a Redemption Risk is identified by us applying the criteria in Section 10.5 (a) below, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order.

When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute as soon as we have cleared the criteria according to Section 10.5 (a) below.

6.3 Lifting your withdrawal limit. In order to lift your withdrawal limit, you must complete the steps set out in Section 2.3.

6.4 Withdrawing Money in Multiple Currencies. You can have multiple currencies in your Balance. When you withdraw funds in another currency, the withdrawal amount will be converted to euros (EUR), unless otherwise agreed.

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6a. PayPal Invoice

6a.1 PayPal Invoice. As a Merchant you have the opportunity to offer PayPal Invoice to Buyers residing in Germany as a payment method. This shall especially apply to transactions as per Section 4.2 (d) of this Agreement, but also to transactions which have not been processed on eBay.de.

We reserve the right to only offer this service to select Merchants and to terminate or to limit this service in full or in part at any time. There shall be no entitlement to the eligibility for PayPal Invoice.

In the scope of PayPal Invoice, we purchase from you as a Merchant receivables against your Buyers.

We offer such Buyers the possibility to pay via bank transfer (the Buyer does not need to have a PayPal Account in such cases) or via payment after delivery.

6a.2 Assignment. You shall be obliged to provide PayPal with a relevant data regarding your Buyer. Relevant data means all data PayPal needs to perform the PayPal Invoice service or which may be deemed useful in this context, this at least being name, first name, street, house number, postcode, city or town, date of birth, and e-mail address of the Buyer.

Once PayPal Invoice is chosen by the Buyer as payment method, PayPal will perform a risk check and will decide on the basis of this risk check, whether or not payment can be made using the PayPal Invoice service. If after such risk check and acceptance of the transaction by PayPal via the respective interface ("Positive Risk Check") a purchase contract is made, the Positive Risk Check shall simultaneously be deemed an offer by PayPal to you to buy the receivable. You shall accept this offer by the successful notification of shipment to PayPal via the "Report Shipment" interface or by sending the order confirmation to the Buyer.

PayPal will in its own discretion decide whether or not payment with PayPal Invoice is possible. Such decision does not need to be substantiated.

You may not offer PayPal Invoice as a payment method for purchases violating our Acceptable Use Policy.

6a.3 Accompanying provisions for the purchase of claims. Items shall be shipped by you upon order by the Buyer. The same shall apply to mailing of invoices, unless otherwise agreed. Items shall be shipped 7 (seven) Business Days after the order from the Buyer the latest. You shall notify us about shipment via the dedicated interface. Notice of shipment may only be given if the item has been shipped.

After the assignment of claims, payments shall be made exclusively to PayPal in full discharge of the Buyer's payment obligations.

PayPal shall be responsible for the collection of purchased claims (debtor management). PayPal may contract with third party services providers of its own choice for any additional collection measures.

You shall include a notice regarding the assignment of claims in all invoices. In addition, you have to advise your Buyers that payment must be made exclusively to the account of PayPal. Further, you have to advise your Buyers that payment is due 14 (fourteen) days after receipt of the article.

You authorize PayPal to agree upon terms of use with the Buyer for PayPal Invoice, which terms shall define the specific terms of payment upon invoice (including late fees for which the Buyer is responsible if in default). You authorize PayPal to obtain identity and credit information about potential Buyers in connection with PayPal Invoice. The obtaining of such information shall be performed by PayPal at its own cost.

PayPal hereby reserves the right not to purchase claims for certain products, product groups, or branches.

6a.4 Provisions regarding assigned claims. Assigned claims are subject to the following provisions:

- You agree to provide us with proof of shipment in compliance with the provisions of our Seller Protection Policy upon request;
- You undertake to report to PayPal all payments received in settlement of claims assigned to PayPal without undue delay. This shall also apply *mutatis mutandis* to any accord and satisfaction (in German: "*Leistung an Erfüllungs statt*") and accord and conditional satisfaction (in German: "*Leistung erfüllungshalber*"). Upon request by PayPal, you shall transfer all payments received by you in settlement of claims assigned to PayPal.

In case of any (partial) returns, rescissions, credits, or cancellations, you undertake to notify PayPal about any such circumstance via the dedicated interface without undue delay.

6a.5 Purchase price and disbursement of funds. The purchase price shall be the payable amount agreed between you and the Buyer at the moment the purchase agreement has become effective.

PayPal also purchases accounts receivable for costs of shipping, provided that the Buyer is responsible for such cost. In return for the sale of your claim against the Buyer, you shall receive from PayPal the price of the receivable less fees (see Schedule 1, Table of Fees) into your PayPal Account.

Our disbursement shall be due immediately. PayPal shall deduct fees due from the amounts to be disbursed to you.

In the event that the Buyer should disengage from the contract (e.g. by rescission) before the purchase price is paid, PayPal shall be entitled to reclaim amounts previously disbursed to you.

In the event of a (partial) rescission by the Buyer, PayPal shall reimburse the (partial) purchase price to the Buyer and shall be entitled to reclaim amount previously disbursed to you.

In all of these cases, you have to initiate the reimbursement to PayPal by sending the open amount in your PayPal Account to PayPal.

6a.6 Warranties. You hereby warrant – irrespective of fault, whether willful or negligent – that the following is true and correct for claims assigned to PayPal:

- The assigned claims, including all ancillary rights, are valid;
- Assignment is not prohibited;
- The reported claims have not been assigned to any third party;
- You have the right to assign the claims;
- The validity of the claims will not be subject to any subsequent changes by you;
- The products or services underlying each claim will be delivered as agreed and in full;
- The Buyer has been duly notified of its rights of withdrawal and restitution prior to the conclusion of the contracts;
- The right of withdrawal provided by you to the Buyer does not exceed statutory rights of revocation; this provision does not apply for you when selling items with PayPal Invoice on the German eBay website www.ebay.de under the eBay Guarantee. You may – in accordance with the provisions of the eBay Guarantee – provide your Buyer a right of withdrawal that exceeds statutory rights of revocation;
- The Buyer will be granted payment due dates as determined by PayPal;
- No subsequent changes to any data relating to the claims (e.g. delivery address) have been made.

If you are in breach with any of the warranties made in this Section 6a.6, we shall be entitled to demand cure of such breach (cure). If a breach is not cured within the grace period set by us, we may rescind the transfer of the claim and we shall be allowed to terminate the agreement with you extraordinarily. In such cases, we may net claims with any credit balances due to you. We expressly reserve the right to seek additional damages.

6a.7 Obligations. The provisions of Section 6a.6 shall remain unaffected.

Claims assigned to us are subject to the following conditions:

- You hereby agree that effective as of the assignment of a claim to PayPal, all rights and claims held by you under applicable law or the contract with the Buyer, including, without limitation, claims for replevin or return of delivered articles shall be transferred to us;
- You further agree that all of your rights to articles sold prior to assignment of the claims, including, without limitation, (retained) title, shall be transferred to PayPal. You further assign to us all claims for replevin against the Buyer or any third party, who have direct possession of the articles;
- For purchases with shipment by carrier, you hereby assign all claims against the carrier and its right to track the articles in transit to us;
- In addition, you hereby assign to us all claims for insurance coverage related to the assigned claims and articles (such as credit insurance, shipping insurance, burglary and theft insurance, fire insurance, etc.). If assignment is conditional upon any additional requirements, you agree to effect assignment in compliance with such requirements;
- You shall also assign all ancillary rights, including, without limitation, the right to invoice the Buyer for late fees in the event of non-payment, amend or terminate contracts. This right shall not be affected by any termination of this Agreement;

You agree that the above collaterals shall secure PayPal's claims against the Buyer as well as all of PayPal's claims against you.

6a.8 Procedure for defenses or objections by the Buyer. Notwithstanding the assignment of claims and the transfer of responsibility of collection of accounts receivable to us, you shall remain responsible for processing complaints, returns/objections and general inquiries by the Buyer.

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6b. PayPal PLUS

PayPal PLUS is a service providing a Merchant who offers PayPal PLUS as a payment method to receive commercial payments an optimized checkout for the online shop of the Merchant. PayPal PLUS includes the payment methods PayPal Services, credit card, and electronic direct debit (ELV), and going forward also payment upon invoice ("PUI") (PUI is technically not available at the time of this User Agreement becoming effective), as well as up to 5 third-party providers of payment methods which may be integrated into the PayPal PLUS checkout. PayPal PLUS also enables such Payers who do not hold a PayPal Account to process payments to the merchant using PayPal PLUS.

Payments received via PayPal PLUS will be credited to the PayPal Account of the Merchant as E-Money, irrespective of the payment instrument being used by the payer for payment in an individual case.

PayPal PLUS is only available to eligible Merchants and upon prior application by the Merchant. Eligibility is at PayPal's sole discretion and takes numerous variables into account. PUI will upon technical availability be subject to further eligibility criteria in PayPal's sole discretion. Eligibility for PayPal PLUS does expressly not include eligibility for PUI.

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7. Closing your Account

7.1 Term and How to Close Your Account. The term of this Agreement is for a period of time when you successfully register for a PayPal Account until this Agreement is terminated for whatever reason. Subject to Section 7.2, you may close your Account and terminate this Agreement at any time by logging in to your Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. You must withdraw your Balance no later than the time you close your Account and terminate this Agreement. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Special Funding Sources for which you did not provide any financial contribution in return.

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 as long as it may be required in order to mitigate the risks of claims or disputes in relation to your transactions as described in Section 10.5 (a) below. We will release the holds from the Account as soon as the factors cease

to apply. You will remain liable for all obligations related to your Account and your transactions even after the Account has been closed.

7.3 Unclaimed Balances on Dormant Accounts. Subject to the remainder of this section, E-Money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of 3 (three) years it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the E-Money in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit (at your expense) your E-Money with the Luxembourg *Caisse de Consignation* at *Trésorerie de l'Etat*, 3, rue du St-Esprit, L-1475 Luxembourg, Tel: (+352) 2478-2478, Fax: (+352) 46 72 62. Applicable terms and conditions of the *Caisse de Consignation*, in particular with regard to fees and taxes due, can be directly obtained from the *Caisse de Consignation, Trésorerie de l'Etat*. For the avoidance of doubt, the *Trésorerie de l'Etat, Caisse de Consignation*, is not an operational unit of PayPal, but a department of the Luxembourg Treasury operating under the jurisdiction of the Luxembourg Ministry of Finance. Please contact our Customer Service at the telephone number shown on the PayPal Website(s) if you have any questions about funds held in your Account if it has been closed pursuant to this Section 7.3.

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8. Fees and Currency Conversion

8.1 Fees. Fees for Users registered in Germany are specified in Schedule 1 (Table of Fees) below, which is an integral part of this Agreement. For Users with a PayPal Account registered in a region which is not Germany, then for the avoidance of doubt, those Users will be liable to PayPal for the Fees as set out in the terms of the User Agreement relevant to that other region or as set out in the Fee Table available from the "footer" of each page of the PayPal Website(s) applicable to the country where the User is registered.

If other Fees apply for services or functionalities not referred to in Schedule 1 (Table of Fees) below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

8.2 Currency Conversion. If your transaction involves a currency conversion by PayPal, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing Fee is retained by PayPal.

The Currency Conversion Fees that are applicable whenever PayPal performs a currency conversion are set out in Schedule 1 (Table of Fees) to this Agreement.

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

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

Where your payment is funded by credit card and involves a currency conversion, by entering into this Agreement you consent to and authorize PayPal to convert the currency in place of your credit card issuer.

Where transactions are funded with direct debit, we will, unless we have a special agreement with you, always debit your bank account in euros (EUR) and, if required for the transaction, offer a currency conversion.

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9. Restricted Activities

9.1 Restricted Activities. In connection with your use of the PayPal Website(s), your Account, or the PayPal Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

1. Breach this Agreement (including, without limitation, opening multiple PayPal Accounts), the Card Processing Agreement, the [Acceptable Use Policy](#) or any other agreement that you have entered into with PayPal (including a Policy);
2. Breach any law, statute, contract, or regulation (for example, those governing financial services including anti-money laundering, consumer protections, unfair competition, anti-discrimination or false advertising);
3. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
4. Act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing;
5. Provide false, inaccurate or misleading Information;
6. Fail to provide us with further information about you or your business activities that we may reasonably request;
7. Send or receive what we reasonably believe to be potentially fraudulent or unauthorized funds;
8. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
9. Attempt to "double dip" or undertake any action which could amount to unjust enrichment during the course of a Dispute by receiving or attempting to receive funds from both PayPal and the Seller, bank, or credit card company for the same transaction;
10. Use an anonymizing proxy;
11. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
12. 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, a User, a third party, or you;

13. Abuse (as either a Buyer or Seller) of our Online Dispute Resolution process and/or the PayPal Buyer Protection Policy;
14. Cause PayPal to receive a disproportionate number of Claims that have been closed in favor of the claimant regarding your Account or business;
15. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
16. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, or our bank acquirer and/or payment processors reasonably believe to be an abuse of the bank's reversal process, credit card system or a violation of credit card association rules;
17. Allow your Account to have a Balance reflecting an amount owing to us;
18. Undertake an activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it);
19. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
20. Access the PayPal Services from a country that is not included on [PayPal's Worldwide page](#);
21. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
22. Send unsolicited e-mail to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
23. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
24. 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;
25. Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
26. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with the PayPal Website(s) or the PayPal Services;
27. Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal Website(s) without our or any applicable third party's written consent;
28. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
29. Use the PayPal Services to test credit card behaviors;
30. Reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords;
31. Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the PayPal Services or activities carried out as part of the PayPal Services or otherwise than in accordance with the terms of this Agreement;
32. Integrate PayPal as payment method in a way which makes it impossible for a customer to identify whether he or she is on PayPal Website(s) (Example: iframing, the URL is not visible for the User) or integrate or use any of the PayPal Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers guide or other documentation. You agree that engaging in the above Restricted Activities diminishes your or other PayPal Users' safe access and/or use of your Payment Instrument, Account or the PayPal Services generally; or
33. Allow your use of the PayPal Services to present to PayPal or to our banking partners a risk of non-compliance with their respective anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with Sections 3.1, 4.1 and 6.3, or where you expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions);
34. Integrate or use any of the PayPal Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by PayPal from time to time;
35. Make excessive use of the Authorization to collect funds given to you by the Buyer (e.g. when using location-based services).

9.2 Keeping your Payment Instrument Safe. You agree to perform the following actions to keep your Payment Instrument safe:

1. Not engage in any of the Restricted Activities;
2. Keep the details of your Funding Sources, password, and PIN safe;
3. Not allow anyone else to have or use your Funding Source, password or PIN details;
4. Not disclose the details of your Funding Sources, password, or PIN except when using the PayPal Services;
5. Never write your password or PIN in a way that can be understood by someone else;
6. Not choose a password or PIN that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;
7. Take care to make sure that no one sees your password or PIN when you use it;
8. Ensure you are logged out of all payment-relevant applications on your device when you do not use it to access the PayPal Services and/or when others could access it (e.g. where you share your device with others or use your device through unsecured public Internet connections such as in typical public "free-WiFi" areas);
9. Refrain from using any functionality that saves or stores your password or PIN on your access device;
10. Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe;
11. Keep your personal details in your Account up to date. We may be unable to respond to you if you contact us about your Account from an address, telephone number or e-mail account that is not registered with us, and;

12. Take all reasonable steps to protect the security of the personal electronic device through which you access the PayPal Services (including, without limitation, using PIN and/or password protected personally configured device functionality to access the PayPal Services). If you lose your device you must inform us immediately and delete your device from the settings in your PayPal Account.

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10. Your liability - Actions We May Take

PayPal offers the PayPal Services to payment recipients to facilitate payments from Buyers to payment recipient in payment recipient's commerce. Additionally, PayPal offers Buyer Protection to Buyers. From both services, payment recipient benefits hugely as payments from Buyers become easier and more secure for Buyers. To be able to offer such services to payment recipients while maintaining the security and integrity of the payment system as required by law, PayPal establishes the following system:

- If transactions become subject to Claims and Disputes and Seller is not protected by Seller Protection, payment recipients might have to reimburse PayPal (see Section 10.1);
- High-risk transactions (criteria see Section 10.5), may be subject to Payment Holds (see Section 10.5) or Reserves (see Section 10.4).

10.1 Your liability.

1. In case of reversals, as well as all related fees and other cost, you are accountable as a Buyer in case that your bank account shows an insufficient balance or in case that you have provided incorrect bank account information ("**Failed Direct Debit**"), in case you have initiated the reversal although you have initiated the respective PayPal payment, or accidentally ("**Accidental Or Unjustified Debit Return**").
In case of credit card Chargebacks, you are accountable as a Buyer for all related fees and other cost in case that you have initiated the credit card Chargeback accidentally or you have initiated the Chargeback without due reason under your credit card rule.
You agree to reimburse PayPal, a User, or a third party for any and all such liability. You still have the right to make a Claim, if applicable, under the terms of the PayPal Seller Protection Policy and Buyer Protection Policy.
2. **Liability for PayPal Buyer Protection Claims and Buyer Complaint Policy Claims.** You accept PayPal's final decision in respect to Claims filed in accordance with the PayPal Buyer Protection Policy and the PayPal Seller Protection Policy. If PayPal makes a final decision in accordance with the PayPal Buyer Protection Policy and the PayPal Seller Protection Policy that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability, which will include the full purchase price of the item and original postage costs (and in some cases, you may not receive the item back) as well as fees that occurred PayPal in respect to credit card Chargebacks if the Buyer has initiated a credit card Chargeback. Please see Section 13.2 below and the PayPal Buyer Protection Policy for details on how PayPal Buyer Protection may affect you as a Seller.
3. **Reimbursement for Claims, disputes or other amounts.** In the event you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance (if available). If there are insufficient funds in your Balance to cover your liability, PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.
4. **Temporary Holds for Disputed Transactions on Seller accounts.** If a Buyer files a Claim, Chargeback, or Reversal on a payment you received, or a Payment Hold pursuant to Section 10.5 (a) is placed, PayPal will place a temporary hold on the funds in your PayPal Account to cover the full amount in dispute. A hold placed under this provision will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal. If you win a Dispute or if the payment is eligible for a payment under the terms of the PayPal Seller Protection Policy, we will release the hold and restore your access to the funds. If you lose the Dispute, PayPal will remove the applicable funds, including fees related to credit card Chargebacks, from your PayPal Account. This process also applies to Claims that a Buyer files with eBay through the eBay resolution process, provided that you have authorized eBay to use your PayPal Account to pay amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay resolution process ("**Authorized Amounts**") and eBay has notified us of the Claim. To the extent that the above provisions are met, you authorize and instruct PayPal to process payments of all and any Authorized Amounts from your PayPal Account to eBay or to the buyer (as the case may be) according to eBay's instructions to PayPal, but you agree that PayPal may treat your authorization and instruction for the payment of any given Authorized Amount as cancelled and PayPal shall not be obliged to complete such payment if PayPal (in its sole discretion) decides that the claim would have been determined in your favor had it been filed as a Claim with PayPal. All claims filed directly with eBay are governed by eBay policy only. The terms of the PayPal Seller Protection Policy do not cover sellers in respect of claims filed by buyers directly with eBay.

10.2 Actions by PayPal. If we have reason to believe that you have engaged in any Restricted Activities as set out in Section 9, we may take various actions to protect PayPal, a User, a third party, or you from any liability as set out in Section 10.1. The actions we may take include, but are not limited to the following:

1. We may, at any time and without liability, suspend, block, limit, close or cancel your right to use your Payment Instrument or PayPal Account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to your Account or the PayPal Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial information). We will normally give you advance notice of any suspension or cancellation but we may, if it is reasonable to do so (for example if you are in breach of this Agreement or we consider it advisable for security reasons), suspend or cancel your right to use your Payment Instrument or PayPal Account without prior notice to you;
2. Block your Account and/or hold any funds in the Reserve Account (including, without limitation, for more than 180 (one-hundred and eighty) days if so required by PayPal, where PayPal's rights under Section 10.2 arise from your engagement in the Restricted Activity set out in Section 9.1 gg);
3. Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law;
4. We may reverse a payment (including, if appropriate, to the Payer's Funding Source), that violates our Acceptable Use Policy, or Section 9, or which we reasonably suspect of violating our Acceptable Use Policy or Section 9;
5. We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
6. We may request information from you or otherwise update inaccurate Information you provided us;
7. We may refuse to provide the PayPal Services to you in the future;
8. We may hold your funds to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:

1. PayPal's risk of liability in respect of card-funded payments that you receive can last until the risk of a Chargeback closing in favor of the Payer/Buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:
 1. The type of goods or services for which you receive payment; or
 2. The timeframe for delivery of the goods or performance of the goods or services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of Chargebacks than sales of most other goods or services);
2. PayPal's risk of liability in respect of a Claim or Dispute arising from a payment that you receive can last for the time that it takes for the parties to close the Claim or Dispute and all appeals associated with that Claim or Dispute in accordance with Section 13 of this Agreement;
3. PayPal's risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and
4. If you allow your Account to have a Balance reflecting an amount owing to PayPal, PayPal's risk of liability can last for the time and to the extent that you owe that amount to PayPal.
9. We may request information or documents from you in order to verify your identity and/or in regards to the goods or services you provided based on a transaction.
10. We may suspend your eligibility for PayPal Seller Protection and/or PayPal Buyer Protection.

Unless otherwise directed by us, you must not use or attempt to use your Payment Instrument or PayPal Account while it is suspended or has been closed. You must ensure that all agreements with Merchants or other third parties that involve third party initiated payments (including Recurring Payments) set up from your Account are cancelled immediately upon the termination, suspension or closure of your Account. You remain liable under this Agreement in respect of all charges and other amounts incurred through the use of your Account at any time, irrespective of termination, suspension or closure.

10.3 Account Closure and Limited Access. At our sole discretion we may close your Account and terminate this Agreement with you at our convenience by providing you with 2 months prior notice, or only terminate our business relationship only with regard to certain optional functionalities or parts of the PayPal Services. In case of an important cause, pursuant to which the continuation of our business relationship would be, under consideration of your justified interest, unacceptable for us, we may also close your Account and terminate this Agreement at any time. In case the important cause is a breach of contract, we will terminate only after unsuccessful lapse of a reasonable prior notice to remedy the breach; however we may terminate without prior notice in case of special circumstances in the individual case, for example if you firmly and finally refuse fulfillment of the contractual obligation or in case of special circumstances which otherwise justify an immediate termination taking account the reciprocal interests.

If we close your Account, we will provide you with notice of Account closure and where practicable, the reasons for closing your Account, together with the ability to withdraw any undisputed funds that we are holding. If we suspect that your Account has been accessed without your authorization, we may also suspend, or limit, your access to your Account or the PayPal Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information).

If we otherwise limit access to your Account, we will provide you with notice and opportunity to request restoration of access if appropriate.

10.4 Reserves.

PayPal may place a Reserve on funds held in your Account.

This may be the case when PayPal reasonably believes (based on the information available to PayPal at the time of taking the Reserve and what in its sole discretion it regards as an acceptable level of risk to PayPal under all the circumstances) there may be a higher than acceptable level of risk associated with your Account, including payment losses pursuant to Section 10.1, your financial situation and the criteria listed in Section 10.5 (a).

This means: If PayPal places a Reserve on funds in your Account, the funds will be held in your Reserve Account and those funds will be shown as "Pending" in your Balance. You may not have direct access to the funds held.

If your Account is subject to a Reserve, PayPal will provide you with a notice specifying the terms of the Reserve. These are the terms that may apply:

- We hold a certain percentage of the amounts received into your PayPal Account for a certain period of time ("Dynamic Reserve");
- We hold a fixed amount in your PayPal Account ("Minimum Reserve").

The terms are based on what we deem necessary to protect against the risk associated with your PayPal Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms. You may close your Account if you object to the Reserve. If your Account is closed for any reason, we have the right to hold the Reserve according to Section 7.2 for a period not longer than necessary.

When managing risk for Accounts, we may also take the following measures in regards to withdrawing funds from your PayPal Account to your bank account:

- Limit the amount you can immediately withdraw;
- Change the speed or the method of payment for withdrawals;
- Set-off amounts from your Balance and/or require that you, or a person associated with you, enter into other forms of security arrangements with us (for example, by providing a guarantee or requiring you to deposit funds with us as security for your obligations to us or third parties). You also agree to undertake, at your own expense, any further action (including, without limitation, executing any necessary documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest or otherwise) required to establish a Reserve or other form of security in a manner reasonably determined by us.

10.5 Payment Hold

- a. You agree that, if you receive a payment that involves, according to PayPal's internal risk model, a risk according to the below criteria, PayPal may place a hold on that or any related payment. PayPal will not hold the payment for any longer than necessary and will assess on a regular basis whether any of the identified risk factors continue to apply to the Account. Once the identified risk factors cease to apply, we will release the payment accordingly;

PayPal applies payment holds in order to maintain the security and integrity of the PayPal Services. This includes holds in order to minimize suspicion of unlawful activity, fraud risk and compliance issues in relation to the transaction and to protect all users of the service and ourselves from misuse of the PayPal Services and from losses resulting from payment risks pursuant to Section 10.1. The following relevant criteria, are used to assess the risk, as may be the case, alone or together with other criteria:

- i. The transaction is deemed higher risk because the transaction involves the sale of goods or services in a high risk category, or other facts known to us typically resulting in an increased number of Chargebacks, other Claims or Disputes or to be often involved in fraud or illegal activity;
 - ii. There is a sudden and abnormal change in an Account holder's selling activity including an increase in the number of Chargebacks, Reversals, or Buyer complaints received in relation to such Account;
 - iii. We have the reasonable suspicion that a Buyer's Payment Instrument and/or Account are being used in relation to Restricted Activities (as set out in Section 9);
 - iv. We have reason to believe that a PayPal Account involved in the transaction may have been compromised, or that stolen financial details (bank or credit card) are used for the payment, or otherwise a transaction has not been properly authorized;
 - v. We have reason to believe that a User is trying to send or withdraw funds they received fraudulently;
 - vi. A user has not provided sufficient Information to us to enable us to verify their identity or the identity of their business and/or the user has a limited trading history with PayPal/eBay;
- b. With regards to PayPal Invoice, PayPal may temporarily retain a payment to you as long as it is unclear, whether or not articles have been shipped, arrived at the Buyer or have been wrongly marked as shipped ("Report Shipment");
 - c. You acknowledge and agree that any payments held under this Section 10.5 may be placed in your Reserve Account and that you will provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the risk has passed.

10.6 eBay Item Hold.

1. You agree that if PayPal, in its sole discretion, believes that a payment you receive for an eBay transaction may involve a high level of risk, that the amount may be held in your Reserve Account until we determine, in our reasonable discretion, that any such risk has passed. If the funds are held in your Reserve Account, it may show as "Pending" in your PayPal Account;
2. PayPal will release the eBay item hold and make funds available in your Account after 21 (twenty-one) Days unless you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the hold. PayPal may release the hold earlier if the Buyer leaves positive feedback on eBay.
3. If you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the eBay item hold, the funds may be held in your Reserve Account (or an amount equal to the relevant payment) until the matter is resolved pursuant to this Agreement.

10.7 Information about you. PayPal reserves the right to request additional Information from you, other than what is referred to in this Agreement, to allow it to comply with its anti-money laundering obligations. You agree to comply with any request for further Information as we reasonably require to enable us to comply with our anti-money laundering obligations; this may include, without limitation, requiring you to fax, e-mail or otherwise provide to us certain identification documents. You also agree to provide us, upon our reasonable request and at your own expense, Information about your finance and operations, including, without limitation, your most recent financial statements (certified or otherwise) and merchant processing statements (if applicable).

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11. Seller Protection Policy

PayPal offers Seller Protection based on the PayPal [Seller Protection Policy](#). The PayPal Seller Protection Policy is part of this User Agreement.

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12. Errors and Unauthorized Transactions

12.1 Identifying Errors and/or Unauthorized Transactions. You can inspect your transaction history at any time by logging in to your Account on the PayPal Website(s). It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred:

1. There has been an unauthorized transaction sent from your Account;
2. There has been unauthorized access to your Account;
3. Your password or your PIN has been compromised;
4. Any Device you have used to access the PayPal Services has been lost, stolen, or deactivated, or
5. Someone has transferred or may transfer money from your Account without your permission.

These cases are collectively called "**Improper Account Access**". You must also immediately notify us if you have reason to believe that any other error has occurred on your Account.

In order for you to notify PayPal immediately of any of the above events, we strongly recommend that you monitor your Account closely on a regular basis. We will not seek to hold you liable for any unauthorized use of your Account by any person provided that we are satisfied that you have not acted deliberately or grossly negligent so as to enable any third person to gain access to your PayPal ID and/or password/PIN or to your device while you are logged in with PayPal.

12.2 Notifying PayPal of Errors, Unauthorized Transactions and/or misappropriated or unauthorized use of your Payment Instrument. You must notify us if you believe there has been or will be an error, unauthorized transaction, misappropriated or unauthorized use of your Payment Instrument or your Account:

- Call our Customer Service. You will find the service phone number on the "Contact us" page;
- Complete [this report form](#) on the PayPal Website(s);
- Send us a letter to: PayPal (Europe) S.à r.l. et Cie, S.C.A., Error Resolution Department, 22-24 Boulevard Royal, L-2449 Luxembourg.

If you initially provide information to us via the telephone, we may require that you send your complaint or question in writing within 10 (ten) Business Days after

the phone contact. Please complete the affidavit form and submit it online or mail it to PayPal (Europe) S.à r.l. et Cie, S.C.A., Error Resolution Department, 22-24 Boulevard Royal, L-2449 Luxembourg.

You must give us all the information in your possession as to the circumstances of any errors, unauthorized transactions and/or misappropriated or unauthorized use of your Payment Instrument or Account and take all reasonable steps requested to assist PayPal in its investigation.

12.3 Review of Reports of Errors. We will advise you of the results of our investigation within 20 (twenty) Business Days after we receive your notice. If we have made an error, we will correct it promptly.

If we need more time, however, we may take up to 60 (sixty) Business Days to investigate your complaint or question. If we decide that we need more time, we will provisionally re-credit your Account for the amount you think is in error within 10 (ten) Business Days after we receive your notice; so that you will have use of the E-Money during the time it takes us to complete our investigation.

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

At the end of our investigation, we will advise you of the results within 3 (three) Business Days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit that we previously credited to you in relation to the alleged error. You may ask for copies of the documents that we used in our investigation.

12.4 Liability for Unauthorized Transactions. If you report that there has been an Improper Account Access related to your Account, and there is no evidence to suggest fraud or deliberate or grossly negligent behavior by you, we will reimburse you in full for all unauthorized transactions sent from your Account.

We shall do so provided that you have informed us of the Improper Account Access without undue delay and in any event, no later than 13 (thirteen) months after the first Improper Account Access transaction was executed. Where we believe in our reasonable opinion that further investigation is required to ascertain more clearly the circumstances surrounding the reported Improper Account Access, we will follow the same process as set out in Section 12.3 above for such investigation.

12.5 Entitlement to a refund. You are entitled to a refund of the full amount of any payment transaction authorized by you and initiated by or through a Merchant or a third party, provided the conditions applicable to a refund according to Section 3.10 have been met:

12.6 Errors. If we discover a processing error, we will rectify the error.

If the error resulted in you receiving less money than you were entitled to, PayPal will credit your Account for the difference.

If a payment was made to your Funding Source by way of mistake, PayPal may correct the mistake by debiting or crediting (as the case may be) your appropriate Funding Source(s).

If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable to refund any amount as a result of carrying out a defective or non-executed payment transaction and for your losses or damages directly and reasonably foreseeably caused by this failure, unless:

1. Through no fault of ours, you did not have enough available funds to complete the transaction;
2. Our system was not working properly and you knew about the breakdown when you started the transaction;
3. Circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

Notwithstanding any other term of this Agreement, PayPal will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another User) if you have failed to notify PayPal of such an incorrectly executed payment transaction without undue delay, or in any event no later than within 13 (thirteen) months after the debit date, on becoming aware of such incorrectly executed payment transaction.

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13. PayPal Buyer Protection

13.1 Purchase. PayPal offers Buyer protection subject to the rules of the PayPal [Buyer Protection Policy](#), which is a service offered for purchases paid with PayPal. The PayPal Buyer Protection Policy is herewith made a part of the present User Agreement.

13.2 Responsibility of the payment recipient. If PayPal decides in the Buyer's favor, the payment recipient will be liable to PayPal. This includes, without limitation, where a Buyer with a registered PayPal account outside of Germany files a claim that is covered under the applicable PayPal Buyer Protection Policy of the Buyer's place of registration.

If PayPal decides in the Buyer's favor, PayPal will collect the disputed amount from the payment recipient's PayPal Balance at that time and refund the Buyer; this may depend upon the payment recipient having sufficient funds in their PayPal Balance. If the payment recipient has no sufficient Balance in their PayPal Account, PayPal may limit the payment recipient's Account. The Buyer has no legal right to demand this from PayPal. This shall not limit in any way the liability of the payment recipient pursuant to Section 10.1.

13.3 Assumption of rights. If PayPal pays out a Claim, Reversal, or Chargeback that you file against a payment recipient, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the payment recipient.

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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 via the "Email Us" link on the "Contact Us" at any time, or by calling the Customer Service telephone number located on the PayPal Website(s) and by logging into your Account.

14.2 ECC-Net and CSSF. If you have a complaint to make about us, you may choose to escalate it by contacting one of the following:

1. European Consumer Centre (ECC-Net)

You may obtain further information regarding the ECC-Net and how to contact them at http://ec.europa.eu/consumers/ecc/index_de.htm.

2. Commission de Surveillance du Secteur Financier (CSSF)

The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in Luxembourg. You can contact the CSSF at 110 Route d'Arion, L-2991 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <http://www.cssf.lu/index.php?&L=1>.

14.3 Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by English law. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts. Your German consumer protection rights as well as your right to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg shall remain unaffected.

14.4 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.

14.5 No Warranty and Limitations to the Availability of our Service. We provide the PayPal Services to you subject to your statutory rights but otherwise without any warranty or condition, express or implied, except as specifically stated in this Agreement.

PayPal does not have any control over the products or services that are paid for with 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.

Further, PayPal is not in the position to provide in all circumstances an uninterrupted, continuous and secure access to the PayPal Services. In particular, due to *force majeure*, riot, acts of war, lock-outs, or natural events, or due to other circumstances which are not in our responsibility (for example, official measures in our country or abroad, or reliability or availability of data connections) there is the possibility of failures and disorders. Section 14.6 (b) shall apply *mutatis mutandis*.

You further acknowledge your access to the PayPal Services and/or the PayPal Website(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and credit cards are processed in a timely manner.

You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

14.6 Limitations of Liability. We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

1. In no event shall we, the other companies in PayPal Group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:
 1. Any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings;
 2. Any loss or corruption of data;
 3. Any loss or damage whatsoever which does not stem directly from our breach of this Agreement.
2. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury. The same shall apply with regard to any negligent or willful violation of core contractual obligations. Core contractual obligations are our obligations which have to be fulfilled in order to meet the objectives of the Agreement and to which our customers normally needs to rely on, i.e. including the contractually agreed and punctual fulfillment of the Payment Orders we receive from you, but not information or advice or notices which we are not obliged to give you and which do not directly relate to your transactions or your Account.

14.7 Indemnification/re-imbursement. You agree to defend, reimburse or compensate us (known in legal terms to "indemnify") and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorized to act on our behalf, harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, your employees or agent's breach of this Agreement, breach of any law and/or use of the PayPal Services.

14.8 Complete Agreement and third party rights. This Agreement (including any Schedule) sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 1, 7, 8, 10, 14 and 15 and Schedule 1 (Table of Fees) 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 out and the remaining provisions shall be enforced.

A person who is not a party to this Agreement has no rights under the Contracts (rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement (except for the PayPal Group in respect of their rights as specified in this Agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that Act.

14.9 License grant. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal and its licensors grant you a limited, non-exclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party.

You must comply with the implementation and use requirements contained in all PayPal documentation, together with any instructions provided by us from time to time accompanying the PayPal Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations).

If you do not comply with PayPal's instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal.

Any third party software application you use on the PayPal Website(s) 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(s).

and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal Website(s), 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(s), then this section does not apply to your use of the hosted PayPal Services.

14.10 Third Party Permissions. You may expressly grant, remove, and manage permissions for certain third parties to take certain actions on your behalf by logging into your Account, choosing the "Profile" sub-tab under the "My Account" tab, and selecting "API Access", then "Manage API Permissions". Third parties may also request such permission from you when you are using their product. In such case you grant the permission direct on a PayPal website or mobile page and can manage and revoke it in your PayPal Account under the "Settings" menu. You acknowledge that if you grant permission for a third party to take actions on your behalf, PayPal may disclose certain information about your PayPal Account to this third party. Granting permission to a third party does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted.

14.11 Corporate customers. If you are not a consumer, a MicroEnterprise or a trust/foundation, certain provisions of the Payment Services Directive may be disappplied for your use of the PayPal Services. In such cases you are a **"Corporate Customer"** and hereby agree that the following sections of this Agreement will be varied as follows:

1. You are not entitled to the right to a refund as set out in Sections 3.10 and 12.5;
2. Where you identify an error, unauthorized transaction and/or misappropriated or unauthorized use of your Payment Instrument or Account in accordance with Sections 12.1 and 12.2 you have up to 60 (sixty) days from the date of the alleged error or Improper Account Access to notify us of it, after which time we have no obligation to investigate, or
3. Act upon your notification;
4. We will only accept liability for unauthorized transactions in accordance with Section 12.4 where you have notified us of the Improper Account Access or error within 60 (sixty) days of it;
5. In case we notify you in accordance with Section 1.5, the notice is deemed received by you in the following time lines: in case of e-mail, publication on the PayPal Website(s) or in your Account: within 24 (twenty-four) hours; and in case of physical mailing within 3 (three) Business Days; and
6. You will only be entitled to lodge a claim through the UK Financial Ombudsman Service under Section 14.2 where you fulfil the UK Financial Ombudsman Service's claimant criteria from time to time.

As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Part 5 of the Payment Services Regulations 2009. Further, you agree that regulations 60, 75, 76 and 77 of the Payment Services Regulations do not apply to your use of the PayPal Services.

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15. Definitions

1. **"Claim"** means a request for reimbursement under a Buyer Protection Policy.
2. **"Authorize"** or **"Authorization"** means you authorize a Merchant or other third party to collect a payment from your Account.
3. **"Card Processing Agreement"** means the "Commercial Entity Agreement" that commercial entities are required to enter into directly with PayPal's payment processor(s).
4. **"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, e-mail address, post/shipping address, phone number and financial information.
5. **"eBay"** means eBay Inc and its affiliates (as the case may be).
6. **"EEA"** or **"European Economic Area"** means the region made of all 28 (twenty-eight) member states of the European Union (EU) as well 3 (three) of the 4 (four) member states of the European Free Trade Association (EFTA) – Iceland, Liechtenstein, and Norway.
7. **"E-Money"** means monetary value, as represented as a claim on PayPal, which is stored on an electronic device, issued on receipt of funds, and accepted as a means of payment by persons other than PayPal. The terms "E-Money" and "money" are used interchangeably with the term "funds", as the case may be, in this Agreement. Further, a reference to a payment made by via the PayPal Services refers to an E-Money payment.
8. **"Failed Direct Debit Payment"** is a direct debit payment where the account bank for bank account that you have linked with your PayPal Account refuses because the bank account does not have sufficient credit or the credentials are wrong. A Reversal (i.e. where the bank reverts the payment because the account holder of the bank account has objected against the direct debit) is not a Failed Direct Debit Payment.
9. **"Fee"** or **"Fees"** means those amounts stated in Schedule 1 (Table of Fees) to this Agreement.
10. **"Send Money"** means your ability to send money though the PayPal Services.
11. **"Business Day"** means any day (except Saturday and Sunday), on which banks in Luxembourg are open to the general public.
12. **"Balance"** means any E-Money that you have in your PayPal Account.
13. **"Buyer"** means a User who is buying goods or services and using the PayPal Services to Send Money.
14. **"MicroEnterprise"** means an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million euros (EUR).
15. **"Dispute"** means a dispute filed by a User (Buyer) in the [Online Resolution Center](#).
16. **"Account"** or **"PayPal Account"** means a Business or Personal Account.
17. **"Unique Identifier"** means:
 - (1) When sending a payment, e-mail address, mobile phone number or any other means of identification as registered in the PayPal Account.
 - (2) When withdrawing money, your bank account details (for example IBAN, sort code, account number) or your credit card information (for example card number or verification code).

18. **"Customer Service"** is PayPal's customer support which can be accessed online via the "Email Us" link on the "Contact Us" page at any time, or by calling the customer service number located on the PayPal Website(s).
19. **"Chargeback"** means a request made by a Buyer directly to his or her credit card company to invalidate a payment.
20. **"Reversal"** means a payment you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a Buyer directly with their bank; and/or (b) has been removed from your Balance for any reason (other than a Chargeback or Claim pursuant to the PayPal Buyer Protection Policy), including, without limitation where (i) the payment violates our Acceptable Use Policy or we reasonably suspect that the payment violates our Acceptable Use Policy, or (ii) the payment amount was not authorized by the sender with the relevant third party initiated payment authorization (see Section 3.10), or (iii) the payment was funded by a bank transfer that was subsequently reversed by the bank for any reason; and/or (c) has been categorized by PayPal's internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term **"Reversed"** shall be construed accordingly.
21. **"User", "you", or "your"** means you and any other person or entity using the PayPal Services.
22. **"PayPal", "we", "us", or "our"** means PayPal (Europe) S.à r.l. et Cie, S.C.A. duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended and is under the prudential supervision of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier, with registered office in L-1150 Luxembourg.
23. **"PayPal Group"** means PayPal Holdings Inc., and its subsidiaries and subsidiary undertakings affiliates (which includes, without limitation, PayPal) as the case may be.
24. **"PayPal Website(s)"** means any URL, such as <http://www.paypal.de>, through which we provide the PayPal Services to you.
25. **"Reserve"** means an amount or 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.
26. **"Policy" or "Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal Website(s), or in connection with your use of the PayPal Services.
27. **"Mass Payments"** (alternatively known as **"Payouts"**) means the functionality that enables multiple payments to be sent at the same time. Receipt by us of a Mass Payment batch file from you is, subject to Section 3.1, receipt of a Payment Order for the purpose of this Agreement.
28. **"PayPal Services"** means all products, services, content, features, technologies, or functions offered by PayPal and all related sites, applications, and services.
29. **"Default Funding Sources"** means the order in which PayPal uses your Funding Sources to fund a transaction if you do not select a Preferred Funding Source.
30. **"Restricted Activities"** means those activities described in Section 9 of this Agreement.
31. **"Verified"** means that you have completed our verification process in order to help establish your identity with PayPal. Verification does not constitute an endorsement of a User, or guarantee a User's business practices.
32. **"Seller" and "Merchant"** are used interchangeably and mean a User who is selling goods or services and using the PayPal Services to receive payment.
33. **"Funding Source"** means the type of payment that you select to fund a payment. The following types of payment may be used to fund a payment: Balance, direct debit, credit card, transfer.
34. **"Special Funding Sources"** means that certain payments may be funded by Special Funding Sources linked to your Account such as Merchant/transaction specific balance, gift vouchers, or other promotional Funding Source.
35. **"Preferred Funding Source"** means a Funding Source that you select to fund a payment instead of using the Default Funding Source.
36. **"Payment Order"** means an instruction validly made by you to us requesting the execution of a payment transaction, e.g. sending money pursuant to Section 3.1 and withdrawing money pursuant to Section 6.
37. **"Payment Instrument"** means all processes, instructions and requests, as indicated on the PayPal Website(s), which enable the User to access and use the PayPal Services.
38. **"Report Shipment"** means notice of the Merchant to PayPal that the articles ordered by the Buyer have been shipped.

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Schedule 1 Table of Fees

Fees depend on whether a Commercial Transaction, a PayPal Business Payment, or a Personal Transaction is made.

A **"Commercial Transaction"** involves buying and selling goods and services, or payments received when you "request money" using PayPal.

A **"Personal Transaction"** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the Buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. Please note that Accounts registered in India may neither send nor receive Personal Transaction payments, and that the functionality of sending Personal Transaction payments from a German PayPal Account may not be available in all circumstances and from all kinds of devices.

A **"Domestic Transaction"** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region.

A **"Cross Border Transaction"** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

Note: reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

1. Personal Transactions

When sending a Personal Transaction, the sender will bear the respective Fee. In some scenarios, the sender may also decide that the recipient shall pay the Fee. In this case, the recipient will have to pay the Fees when accepting the payment. If you send Personal Transaction from a third party (non-PayPal) website or application, then the third party will determine if the sender or recipient of a Personal Transaction will pay the Fee. This will be disclosed to you by the third party.

A "**Mobile Payment**" is a Personal Transaction which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective Fees when accepting the payment.

A payment is sent or received in the country where the respective PayPal Account of the User is registered.

The Personal Transaction Fee will be shown at the time of payment.

a. Domestic Personal Transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by - Credit Card
Domestic Personal Transaction	Sending or receiving	Free (when no currency conversion is involved)	1.9% + Fixed Fee (see table below)

b. Cross Border Personal Transactions

To determine the fee for a Cross Border Personal Transaction payment sent to a User in a specific country, please follow the steps below.

Note that either the sender or the recipient pays the fee, not both. Please refer to the above introduction on Personal Transactions for more information.

1. Locate the recipient's country in the table below (in the first column from left);
2. Determine the region of the sender's country (second column);
3. Find the applicable Fees based on the payment method used (third and fourth columns).

Recipient's Country	Sender's Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.0%	4.4% + Fixed Fee
	All other countries	1.5%	4.9% + Fixed Fee
Belgium, France, French Guyana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
Germany	Northern Europe *	1.8%	3.7% + Fixed Fee
	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee
Poland	Northern Europe *	0.9%	3.8% + Fixed Fee
	US, Canada, Europe I **	1.0%	3.9% + Fixed Fee
	Europe II ***	1.5%	4.4% + Fixed Fee
	All other countries	2.0%	4.9% + Fixed Fee
Australia	Anywhere	1.0%	3.4% + Fixed Fee

Brazil	Anywhere	1.0%	5.99% + Fixed Fee
Japan	Anywhere	0.3%	3.9% + Fixed Fee
U.S. and Canada	Anywhere	1.0%	3.9% + Fixed Fee
All other countries	Anywhere	0.5%	3.9% + Fixed Fee

* Northern Europe: Denmark (including Greenland and Faroe Islands), Finland (including Åland Islands), Iceland, Norway, Sweden.

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

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

Note: Cross Border euro (EUR) or Swedish krona (SEK) payments made between Accounts registered in the European Union or the European Economic Area will be treated as Domestic Payments for the purpose of applying Fees.

The Fixed Fee is based on the currency of the payment as follows:

Fixed Fee (based on currency of payment)	Argentine peso:	2.00	ARS
	Australian dollar:	0.30	AUD
	Brazilian real:	0.60	BRL
	Canadian dollar:	0.30	CAD
	Czech koruna:	10.00	CZK
	Danish krone:	2.60	DKK
	Euro:	0.35	EUR
	Hong Kong dollar:	2.35	HKD
	Hungarian forint:	90.00	HUF
	Israeli new shekel:	1.20	ILS
	Japanese yen:	40.00	JPY
	Malaysian ringgit:	2.00	MYR
	Mexican peso:	4.00	MXN
	New Zealand dollar:	0.45	NZD
	Norwegian krone:	2.80	NOK
	Philippine peso:	15.00	PHP
	Polish zloty:	1.35	PLN
	Russian ruble:	10.00	RUB
	Singapore dollar:	0.50	SGD
	Swedish krona:	3.25	SEK
	Swiss franc:	0.55	CHF
	New Taiwan dollar:	10.00	TWD
	Thai baht:	11.00	THB
	Turkish lira:	0.45	TRY
	Pound sterling	0.20	GBP
	U.S. dollar:	0.30	USD

2. Commercial Transactions

2.1 PayPal Commercial Transactions

Activity	Fee																								
Sending (Buying)	Free (when no currency conversion is involved)																								
Receiving (Selling) for Domestic Payments	<p>1.9% + Fixed Fee (see table below)</p> <p>Merchant rate may be granted only upon separate application. Will be evaluated on a case-by-case basis and requires, <i>inter alia</i>, a qualifying monthly sales volume, an average shopping cart of a particular size and an Account in good standing:</p> <p>Monthly sales with PayPal between 5,001.00 and 25,000.00 euros (EUR): 1.7% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal of more than 25,001.00 euros (EUR): 1.5% + Fixed Fee (see table below)</p>																								
	<p>The Fixed Fee is based on the currency received as follows:</p> <table><tr><td>Argentine peso:</td><td>2.00</td><td>ARS</td></tr><tr><td>Australian dollar:</td><td>0.30</td><td>AUD</td></tr><tr><td>Brazilian real:</td><td>0.40</td><td>BRL</td></tr><tr><td>Canadian dollar:</td><td>0.30</td><td>CAD</td></tr><tr><td>Czech koruna:</td><td>10.00</td><td>CZK</td></tr><tr><td>Danish krone:</td><td>2.60</td><td>DKK</td></tr><tr><td>Euro:</td><td>0.35</td><td>EUR</td></tr><tr><td>Hong Kong dollar:</td><td>2.35</td><td>HKD</td></tr></table>	Argentine peso:	2.00	ARS	Australian dollar:	0.30	AUD	Brazilian real:	0.40	BRL	Canadian dollar:	0.30	CAD	Czech koruna:	10.00	CZK	Danish krone:	2.60	DKK	Euro:	0.35	EUR	Hong Kong dollar:	2.35	HKD
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Hong Kong dollar:	2.35	HKD																							

Fixed Fee	Hungarian forint:	90.00	HUF
	Israeli new shekel:	1.20	ILS
	Japanese yen:	40.00	JPY
	Malaysian ringgit:	2.00	MYR
	Mexican peso:	4.00	MXN
	New Zealand dollar:	0.45	NZD
	Norwegian krone:	2.80	NOK
	Philippine peso:	15.00	PHP
	Polish zloty:	1.35	PLN
	Russian ruble:	10.00	RUB
	Singapore dollar:	0.50	SGD
	Swedish krona:	3.25	SEK
	Swiss franc:	0.55	CHF
	New Taiwan dollar:	10.00	TWD
	Thai baht:	11.00	THB
	Turkish lira:	0.45	TRY
	Pound sterling:	0.20	GBP
	U.S. dollar:	0.30	USD

Receiving (Selling) of cross-border payments	Receiving (selling) of domestic payments plus a Cross Border Fee depending on sender (Buyer) country. (Please refer to the table below)		
	Buyer Country Corridor	Cross border fee	
	Northern Europe*	1.8%	
	Europe I**/US/Canada	2.0%	
	Europe II***	3.0%	
	Rest of World	3.3%	
	* Denmark (including Greenland and the Faroe Islands), Finland (including Åland Islands), Iceland, Norway, Sweden		
	** Austria, Belgium, Channel Islands, Cyprus, Estonia, France (including French Guyana, Guadeloupe, Martinique, Reunion, and Mayotte), Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco, Montenegro^^, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom, Vatican City State		
	*** Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia^^, Moldova^^, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.		
	Note: Cross border euro (EUR) or Swedish krona (SEK) payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments.		
^^Buyers in these countries cannot open a PayPal Account but can make purchases using their credit card on certain Merchant's websites.			

2.2 PayPal PLUS Commercial Transactions

For Commercial Transactions received via PayPal PLUS the same Fees shall apply that the Merchant is granted for receiving payments via PayPal Services as of the time of PayPal PLUS being activated for use by the Merchant.

3. Additional Fees

Activity	Processing Fee																																				
Currency Conversion Fee	For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction ("In Account") (converting Balances to other currencies before withdrawal for example), as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:																																				
	2.5% above the wholesale exchange rate																																				
	For all other transactions that involve a currency conversion and for which the seller has not agreed to bear the conversion fee:																																				
	Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency into which the amount is converted. (please refer to the table below).																																				
	<table><tr><th>CURRENCY</th><th>CODE</th><th>PROCESSING FEE</th></tr><tr><td>Argentine peso:</td><td>ARS</td><td>4.0%</td></tr><tr><td>Australian dollar:</td><td>AUD</td><td>4.0%</td></tr><tr><td>Brazilian real:</td><td>BRL</td><td>4.0%</td></tr><tr><td>Canadian dollar:</td><td>CAD</td><td>3.0%</td></tr><tr><td>Czech koruna:</td><td>CZK</td><td>3.5%</td></tr><tr><td>Danish krone:</td><td>DKK</td><td>3.5%</td></tr><tr><td>Euro:</td><td>EUR</td><td>3.5%</td></tr><tr><td>Hong Kong dollar:</td><td>HKD</td><td>4.0%</td></tr><tr><td>Hungarian forint:</td><td>HUF</td><td>3.5%</td></tr><tr><td>Israeli new shekel:</td><td>ILS</td><td>4.0%</td></tr><tr><td>Japanese yen:</td><td>JPY</td><td>4.0%</td></tr></table>	CURRENCY	CODE	PROCESSING FEE	Argentine peso:	ARS	4.0%	Australian dollar:	AUD	4.0%	Brazilian real:	BRL	4.0%	Canadian dollar:	CAD	3.0%	Czech koruna:	CZK	3.5%	Danish krone:	DKK	3.5%	Euro:	EUR	3.5%	Hong Kong dollar:	HKD	4.0%	Hungarian forint:	HUF	3.5%	Israeli new shekel:	ILS	4.0%	Japanese yen:	JPY	4.0%
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<div>Credit Card Chargeback Fee</div> <div>To cover the cost of processing chargebacks, PayPal assesses a Chargeback Fee to sellers for credit card payment chargebacks.</div> <div>(A Chargeback may occur when a Buyer rejects or reverses a charge on his or her card through the card issuer).</div> <div>This Fee does not apply if the transaction is covered by PayPal's Seller Protection Policy.</div>	<div>The Chargeback Fee is as follows and is based on the currency received as follows:</div> <table><tr><td>Argentine peso:</td><td>80.00</td><td>ARS</td></tr><tr><td>Australian dollar:</td><td>22.00</td><td>AUD</td></tr><tr><td>Brazilian real:</td><td>35.00</td><td>BRL</td></tr><tr><td>Canadian dollar:</td><td>20.00</td><td>CAD</td></tr><tr><td>Czech koruna:</td><td>400.00</td><td>CZK</td></tr><tr><td>Danish krone:</td><td>120.00</td><td>DKK</td></tr><tr><td>Euro:</td><td>16.00</td><td>EUR</td></tr><tr><td>Hong Kong dollar:</td><td>155.00</td><td>HKD</td></tr><tr><td>Hungarian forint:</td><td>4,325.00</td><td>HUF</td></tr><tr><td>Israeli new shekel:</td><td>75.00</td><td>ILS</td></tr><tr><td>Japanese yen:</td><td>1,875.00</td><td>JPY</td></tr><tr><td>Mexican peso:</td><td>250.00</td><td>MXN</td></tr><tr><td>Malaysian ringgit:</td><td>65.00</td><td>MYR</td></tr><tr><td>New Zealand dollar:</td><td>28.00</td><td>NZD</td></tr><tr><td>Norwegian krone:</td><td>125.00</td><td>NOK</td></tr><tr><td>Philippine peso:</td><td>900.00</td><td>PHP</td></tr><tr><td>Polish zloty:</td><td>65.00</td><td>PLN</td></tr><tr><td>Russian ruble:</td><td>640.00</td><td>RUB</td></tr><tr><td>Singapore dollar:</td><td>28.00</td><td>SGD</td></tr><tr><td>Swedish krona:</td><td>150.00</td><td>SEK</td></tr><tr><td>Swiss franc:</td><td>22.00</td><td>CHF</td></tr><tr><td>New Taiwan dollar:</td><td>625.00</td><td>TWD</td></tr><tr><td>Thai baht:</td><td>650.00</td><td>THB</td></tr><tr><td>Turkish lira:</td><td>30.00</td><td>TRY</td></tr><tr><td>Pound sterling:</td><td>14.00</td><td>GBP</td></tr><tr><td>U.S. dollar:</td><td>20.00</td><td>USD</td></tr></table>	Argentine peso:	80.00	ARS	Australian dollar:	22.00	AUD	Brazilian real:	35.00	BRL	Canadian dollar:	20.00	CAD	Czech koruna:	400.00	CZK	Danish krone:	120.00	DKK	Euro:	16.00	EUR	Hong Kong dollar:	155.00	HKD	Hungarian forint:	4,325.00	HUF	Israeli new shekel:	75.00	ILS	Japanese yen:	1,875.00	JPY	Mexican peso:	250.00	MXN	Malaysian ringgit:	65.00	MYR	New Zealand dollar:	28.00	NZD	Norwegian krone:	125.00	NOK	Philippine peso:	900.00	PHP	Polish zloty:	65.00	PLN	Russian ruble:	640.00	RUB	Singapore dollar:	28.00	SGD	Swedish krona:	150.00	SEK	Swiss franc:	22.00	CHF	New Taiwan dollar:	625.00	TWD	Thai baht:	650.00	THB	Turkish lira:	30.00	TRY	Pound sterling:	14.00	GBP	U.S. dollar:	20.00	USD
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<div>Commercial Transaction Refund Fee</div>	<div>If you refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee.</div> <div>The Buyer's Account will be credited with the full Commercial Transaction payment amount.</div> <div>Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee.</div>																																																																														
	<div>2.0% per transaction</div> <div>A maximum fee cap per individual payment applies as follows for domestic transactions, (based on payment currency):</div> <table><tr><td>Argentine peso:</td><td>25.00</td><td>ARS</td></tr><tr><td>Australian dollar:</td><td>8.00</td><td>AUD</td></tr><tr><td>Brazilian real:</td><td>15.00</td><td>BRL</td></tr><tr><td>Canadian dollar:</td><td>8.00</td><td>CAD</td></tr><tr><td>Czech koruna:</td><td>140.00</td><td>CZK</td></tr><tr><td>Danish krone:</td><td>42.00</td><td>DKK</td></tr><tr><td>Euro:</td><td>7.00</td><td>EUR</td></tr><tr><td>Hong Kong dollar:</td><td>55.00</td><td>HKD</td></tr><tr><td>Hungarian forint:</td><td>1,540.00</td><td>HUF</td></tr><tr><td>Israeli new shekel:</td><td>28.00</td><td>ILS</td></tr><tr><td>Japanese yen:</td><td>600.00</td><td>JPY</td></tr><tr><td>Mexican peso:</td><td>85.00</td><td>MXN</td></tr><tr><td>Malaysian ringgit:</td><td>25.00</td><td>MYR</td></tr><tr><td>New Zealand dollar:</td><td>10.00</td><td>NZD</td></tr><tr><td>Norwegian krone:</td><td>45.00</td><td>NOK</td></tr><tr><td>Philippine peso:</td><td>320.00</td><td>PHP</td></tr><tr><td>Polish zloty:</td><td>23.00</td><td>PLN</td></tr><tr><td>Russian ruble:</td><td>240.00</td><td>RUB</td></tr></table>	Argentine peso:	25.00	ARS	Australian dollar:	8.00	AUD	Brazilian real:	15.00	BRL	Canadian dollar:	8.00	CAD	Czech koruna:	140.00	CZK	Danish krone:	42.00	DKK	Euro:	7.00	EUR	Hong Kong dollar:	55.00	HKD	Hungarian forint:	1,540.00	HUF	Israeli new shekel:	28.00	ILS	Japanese yen:	600.00	JPY	Mexican peso:	85.00	MXN	Malaysian ringgit:	25.00	MYR	New Zealand dollar:	10.00	NZD	Norwegian krone:	45.00	NOK	Philippine peso:	320.00	PHP	Polish zloty:	23.00	PLN	Russian ruble:	240.00	RUB																								
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Sending Payments through PayPal Mass Payments

Singapore dollar:	10.00	SGD
Swedish krona:	55.00	SEK
Swiss franc:	8.00	CHF
New Taiwan dollar:	220.00	TWD
Thai baht:	230.00	THB
Turkish lira:	12.00	TRY
Pound sterling:	5.00	GBP
U.S. dollar:	8.00	USD

A maximum fee cap per individual payment applies as follows for all other transactions (based on payment currency):

Argentine peso:	150.00	ARS
Australian dollar:	50.00	AUD
Brazilian real:	75.00	BRL
Canadian dollar:	45.00	CAD
Czech koruna:	850.00	CZK
Danish krone:	250.00	DKK
Euro:	35.00	EUR
Hong Kong dollar:	330.00	HKD
Hungarian forint:	9,250.00	HUF
Israeli new shekel:	160.00	ILS
Japanese yen:	4,000.00	JPY
Mexican peso:	540.00	MXN
Malaysian ringgit:	150.00	MYR
New Zealand dollar:	60.00	NZD
Norwegian krone:	270.00	NOK
Philippine peso:	1,900.00	PHP
Polish złoty:	140.00	PLN
Russian ruble:	1,400.00	RUB
Singapore dollar:	60.00	SGD
Swedish krona:	320.00	SEK
Swiss franc:	50.00	CHF
New Taiwan dollar:	1,350.00	TWD
Thai baht:	1,400.00	THB
Turkish lira:	80.00	TRY
Pound sterling:	30.00	GBP
U.S. dollar:	45.00	USD

Note: For Cross Border euro (EUR) or Swedish krona (SEK) payments made between Accounts registered in the European Union or EEA the domestic cap will apply.

Records Request Fee

12.00 EUR (per item)

This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.

Bank Return Fee on Withdrawal

This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided. The Fee is based on our losses in such case. You remain entitled to demonstrate that our losses were below the amount of the Fee.

3.00 EUR

Reversal or Failed Direct Debit Payment (according to Section 10.1). The Fee is based on our losses in such case. You remain entitled to demonstrate that our losses were below the amount of the Fee.

5.00 EUR

Charity Pricing

Subject to application and pre-approval by PayPal.

Domestic rate: 1.5% + Fixed Fee per each payment transaction.

Fixed Fee for Charity Pricing
(depending on the payment currency received):

Argentine peso:	2.00	ARS
Australian dollar:	0.30	AUD
Brazilian real:	0.40	BRL
Canadian dollar:	0.30	CAD
Czech koruna:	10.00	CZK
Danish krone:	2.60	DKK
Euro:	0.35	EUR
Hong Kong dollar:	2.35	HKD
Hungarian forint:	90.00	HUF
Israeli new shekel:	1.20	ILS
Japanese yen:	40.00	JPY
Malaysian ringgit:	2.00	MYR
Mexican peso:	4.00	MXN

Charity Pricing	New Zealand dollar:	0.45	NZD
	Norwegian krone:	2.80	NOK
	Philippine peso:	15.00	PHP
	Polish zloty:	1.35	PLN
	Russian ruble:	10.00	RUB
	Singapore dollar:	0.50	SGD
	Swedish krona:	3.25	SEK
	Swiss franc:	0.55	CHF
	New Taiwan dollar:	10.00	TWD
	Thai baht:	11.00	THB
	Turkish lira:	0.45	TRY
	Pound sterling:	0.20	GBP
	U.S. dollar:	0.30	USD
	Cross Border rate: the Cross Border Fee for Charity Pricing is the same as the Fee for Receiving Cross Border Commercial Transaction payments.		
	Note: For Cross Border euro (EUR) or Swedish krona (SEK) payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.		

Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing Account – please [contact us](#) if you want to do that. This rate will apply to all Commercial Transaction payments received into your PayPal Account.

Activity	Fee																																																																											
Receiving payments within Germany, in euro (EUR) or in Swedish krona (SEK) from within the EU or EEA	10.0% + Fixed Fee																																																																											
Receiving payments from other countries or in other currencies	11.0% + Fixed Fee																																																																											
	Fixed Fee for micropayment pricing (depending on the payment currency received):																																																																											
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We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

4. Due dates, taxes and third-party fees. All quoted fees are due immediately. All Fees are payable by you without set off or other deductions. Quoted Fees are inclusive of all applicable taxes. Other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the PayPal Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account.

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