# **PayPal's Seller Protection Program**

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### What's Eligible

If you sell a good or service to a buyer, you may be eligible for PayPal's Seller Protection program, which terms and conditions are set forth herein and form part of the <u>user</u> agreement. When it applies, PayPal's Seller Protection program entitles you to retain the full purchase amount. PayPal determines, in its sole discretion, whether your claim is eligible for PayPal's Seller Protection program based on the eligibility requirements, any information or documentation provided during the resolution process, or any other information PayPal deems relevant and appropriate under the circumstances. There is no limit on the number of payments eligible for PayPal's Seller Protection program. By accessing the Transaction Details page in your PayPal account you can identify transactions that may be eligible for protection under this program.

PayPal Seller Protection may apply when a buyer claims that:

- They did not authorize, or benefit from, funds sent from their PayPal account (referred to as an "<u>Unauthorized Transaction</u>" claim and the Unauthorized Transaction occurs in an environment hosted by PayPal; or
- They didn't receive the item from you (referred to as an "<u>Item Not Received</u>" claim).

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

This section describes PayPal Seller Protection as it applies to you, but you should also be familiar with the <u>Impact of PayPal Buyer Protection on sellers</u>.

### **Basic requirements**

To be eligible for PayPal Seller Protection, all of the following basic requirements must be met, as well as any applicable additional requirements:

- The primary address for your PayPal account must be in Switzerland.
- For Unauthorized Transaction claims, you must provide valid proof of shipment or proof of delivery that demonstrates that the item was shipped or provided to the buyer no later than two days after PayPal notified you of the dispute or reversal.

For example, if PayPal notifies you of an Unauthorized Transaction claim on September 1, the valid proof of shipment must indicate that the item was shipped to the buyer no later than September 3 to be eligible for PayPal Seller Protection.

- The item must be a physical, tangible good that can be shipped, except for items subject to the **Intangible Goods Additional Requirements**.
- You must ship the item to the shipping address on the transaction details page in your PayPal account for the transaction. If you originally ship the item to the recipient's shipping address on the transaction details page but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
  - The shipping requirement does not apply to eligible transactions involving items that you deliver in person, provided, however, that you agree to provide us with alternative evidence of delivery, or such additional documentation or information relating to the transaction that we may request.
- You must respond to PayPal's requests for documentation and other information in a timely manner as requested in our email correspondence with you or in our correspondence with you through the <u>Resolution Center</u>. If you do not respond to PayPal's request for documentation and other information in the time requested, you may not be eligible for PayPal Seller Protection.
- If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.
- Provide proof of shipment or delivery.
- The payment must be marked "eligible" or "partially eligible" in the case of Unauthorized Transaction claims, or "eligible" in the case of Item Not Received claims for PayPal Seller Protection on the "Transaction Details" page.
- You must accept a single payment from one PayPal account for the purchase (partial payment and/or payment in instalments are excluded).

PayPal determines whether your claim is eligible for PayPal Seller Protection. PayPal will make a decision, in its sole discretion, based on the eligibility requirements, any information or documentation provided during the resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

### Item Not Received additional requirement

To be eligible for PayPal Seller Protection for a buyer's Item Not Received claim, you must meet both the **basic requirements** and the additional requirements listed below:

- Where a buyer files a chargeback with the issuer for a card-funded transaction, the payment must be marked "eligible" for PayPal's Seller Protection on the "Transaction Details" page.
- You must provide **proof of delivery** as described below.

### **Intangible Goods additional requirements**

For the sale of intangible goods and services to be eligible for PayPal Seller Protection, the sale must meet the **basic requirements** and the following additional requirements:

- Integration requirements
  - Where you have integrated a PayPal checkout product, you must be using the current version of that product if you are accepting payments directly via a website or mobile optimized website; or
  - Ensure you are passing session information to PayPal at checkout if you are integrated with PayPal via a third party or if you have a native app integration.
  - Other integration requirements may apply depending on your business model. We will let you know those requirements ahead of time, if needed.
- PayPal has marked the intangible good transaction as "eligible" on the "Transaction Details" page or otherwise provided notice to you of eligibility in writing.
- Delivered the item and **provide proof of shipment or delivery for Intangible** <u>Goods</u>.

## Establishing proof of delivery or proof of shipment

The following is required as proof of shipment or delivery for physical goods:         Proof of shipment       Proof of delivery	
Online or physical documentation from a shipping company that includes:	Online or physical documentation from a shipping company that includes:
<ul> <li>An online and verifiable tracking number</li> <li>Date of shipment</li> <li>An address for the recipient that matches the shipping address on the "Transaction Details" page, or</li> </ul>	<ul> <li>An online and verifiable tracking number</li> <li>Date of delivery and 'delivered' status</li> <li>An address for the recipient that matches the shipping address on the Transaction Details page</li> </ul>

• An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent).	• An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent).
	<b>IMPORTANT:</b> Your choice of carrier and shipment options with that carrier can have a big impact on your ability to meet the proof of delivery requirements. Please ensure, especially when shipping goods internationally, that your carrier can provide 'delivered' status at the correct address, or your Seller Protection claim may be denied.
For intangible or digital goods, proof of delivery means compelling evidence to show the item was delivered or the purchase order was fulfilled. Compelling evidence could include a system of record showing the date the item was sent and that it was either:	
<ul> <li>Electronically sent to the recipient, including the recipient's address (email, IP, etc.), where applicable.</li> <li>Received or accessed by the recipient.</li> </ul>	

### Ineligible items and transactions

The following items or transactions *are not* eligible for PayPal Seller Protection:

- Real estate, including residential property.
- Vehicles, including but not limited to motor vehicles, motorcycles, recreational vehicles, aircraft and boats, expect for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards.
- Businesses (buying or investing in a business).
- Industrial machinery used in manufacturing.
- Payments equivalent to cash, including stored value items such as gift cards and pre-paid cards.
- Payments made in respect of gold (whether in physical form or in exchange-traded form).
- Financial products or investments of any kind.

- Art, media, antiques, or collectibles, in physical or digital form, or as represented by a Non-Fungible Token (NFT), with a transaction amount of more than \$10,000 USD or equivalent value in local currency, as calculated at the time of the transaction.
- Gambling, gaming, and/or any other activities with an entry fee and a prize.
- Donations, including payments received as crowdfunding or crowdlending.
- Payments to a state-run body (except for state-owned enterprises), a government agency, or to third-party collecting payment on behalf of a state-run body or government agency.
- Payments to any bill payment service.
- Item where the buyer claims (either with us or their card issuer) that the item you sent isn't what was ordered (referred to as a "Significantly Not as Described" claim).
- Physical, tangible items delivered in person, including in connection with a payment made in your physical store, unless the buyer paid for the transaction in person using PayPal's goods and services QR code.
- Anything PayPal determines, in its sole discretion, is prohibited by this user agreement or the **PayPal Acceptable Use Policy**, even if the transaction is initially marked as "eligible" or "partially eligible" on the "Transaction Details" page.
- Payments made using PayPal Payouts (formerly Mass Pay).
- Personal payments including a payment sent using PayPal's friend and family functionality.
- Payments not processed through a buyer's PayPal account, unless you receive PayPal guest checkout transactions and your business account is registered in the United States, the United Kingdom, Germany, Canada, Brazil, or Mexico.
- Items sent after PayPal advised you not to release the item.
- Travel tickets sold by a travel carrier where (1) the buyer claims (either with us or their financial institution) that it was an <u>Unauthorized Transaction</u> and (2) such claim was filed more than 24 hours before the travel date.