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Terms and conditions for the use of **Pay in 30 Days**.

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These are the terms and conditions which apply to the use of **Pay in 30 Days**, a credit which is provided by PayPal (Europe) S.à r.l et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg.

1. Eligibility

PayPal offers you ("**you**" or "**borrower**") the use of **Pay in 30 Days** under certain conditions. PayPal reserves the right to decide in its sole discretion, in particular after performing eligibility and credit checks, to whom the **Pay in 30 Days** feature will be offered

2. How **Pay in 30 Days** works

When you use **Pay in 30 Days**, we will provide you with an electronic money amount equal to the transaction amount. By selecting the payment method **Pay in 30 Days** and accepting the terms and conditions, you instruct us to provide the electronic money amount equal to the transaction amount directly to the merchant's PayPal account. You will pay this amount 30 days after the transaction date. No further action is required on your part. We will automatically debit the transaction amount from your bank account via SEPA direct debit on that date.

3. Credit check

If you want to make a payment with **Pay in 30 Days**, we will first check your creditworthiness and may also obtain information about you from Credit Reference Agencies. You can find more information about PayPal's identity check and data

exchange with Credit Reference Agencies [here](#). In our **Privacy Hub** on our website www.paypal.de or in the **PayPal Privacy Statement** for payments processed by PayPal, you will find a list of the Credit Reference Agencies from which we may request information.

4. Payment by direct debit

- a. To use **Pay in 30 Days**, you must have a valid bank account linked to your PayPal account. You must also have given PayPal a valid SEPA direct debit mandate to collect the transaction amount. If you have objected to the payment, you must have a valid bank account linked to your PayPal account incl. a SEPA direct debit mandate, at least until the reversal of the transaction. By using **Pay in 30 Days**, you authorize PayPal to collect the transaction amount from the bank account you have specified by direct debit. We will inform you by e-mail two days before the due date about the upcoming collection and the amount to be collected. "Due Date" in this context means the date on which we instruct your bank to make the direct debit.
- b. If you want to change the linked account from which the transaction amount is collected, you can change the bank account details in your PayPal account. In this case, you may need to grant PayPal a new SEPA direct debit mandate, if not already in place.
- c. If you use **Pay in 30 Days** for a transaction, we will debit the full transaction amount from your bank account even if your PayPal balance covers the transaction amount. The use of gift certificates or other special payment arrangements (as listed in the [Special Funding Arrangements](#) section of the PayPal User Agreement) is excluded when you use **Pay in 30 Days**. **Pay in 30 Days** cannot be used with other payment sources such as credit cards.
- d. If PayPal is not successful in collecting the full transaction amount by direct debit, you authorize PayPal to repeat the collection by direct debit multiple times (up to three times) if necessary. If a direct debit fails, PayPal may use other payment sources you have on file in your PayPal account to recover the transaction amount. The hierarchy of payment sources as defined in the [Funding payments you send from your account](#) section of the PayPal User Agreement will be applied. If we are still unable to recover the transaction amount, we may exercise our rights in accordance with the provisions in the section headed [Our Rights](#) of the [PayPal User Agreement](#).
- e. For each failed direct debit, the account-holding bank charges PayPal a fee. PayPal is accordingly entitled to charge you a lump sum of EUR 2.80 per failed direct debit. You reserve the right to prove that we have incurred no damage or substantially less damage.

5. Returns

Even if you have (partially) returned the goods, you may be debited on the due date if the merchant has not yet received and/or finalized your (partial) return and has not notified us in time. As soon as we are notified by the merchant of your successful (partial) return, we will refund the corresponding transaction amount to your PayPal account.

6. Availability and suspension of Pay in 30 Days by PayPal.

In some cases, **Pay in 30 Days** may not be available for individual transactions. If you have chosen a different payment source than **Pay in 30 Days** for a transaction and payment from this source fails, **Pay in 30 Days** will be disregarded in the hierarchy of payment sources as defined in the [Funding payments you send from your account](#) section of the PayPal User Agreement. PayPal has the right to terminate, suspend or modify **Pay in 30 Days** or your eligibility for **Pay in 30 Days** at any time. Transactions that have already been initiated will not be affected.

7. Right of withdrawal

If your transaction amount when using **Pay in 30 Days** is 200.00 EUR or more, you have the following right of withdrawal:

Widerrufsbelehrung

Widerrufsrecht

Der Darlehensnehmer kann seine Vertragserklärung innerhalb von 14 Tagen ohne Angabe von Gründen widerrufen. Die Frist beginnt nach Abschluss des Vertrags, aber erst, nachdem der Darlehensnehmer diese Widerrufsbelehrung auf einem dauerhaften Datenträger erhalten hat. Zur Wahrung der Widerrufsfrist genügt die rechtzeitige Absendung des Widerrufs, wenn die Erklärung auf einem dauerhaften Datenträger (z.B. Brief, Telefax, E-Mail) erfolgt. Der Widerruf ist zu richten an:

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

Widerrufsfolgen

Soweit das Darlehen bereits ausbezahlt wurde, hat es der Darlehensnehmer spätestens innerhalb von 30 Tagen zurückzuzahlen. Die Frist beginnt mit der Absendung der Widerrufserklärung.

8. Applicable law and contract language

The business relationship between you and PayPal when using **Pay in 30 Days** shall be governed by the laws of the Federal Republic of Germany. The regulations of international private law and the UN Sales Convention do not apply. This choice of law may not result in you, as a consumer, being deprived of the protection afforded to you by those provisions which, under the law which would be applicable in the absence of a choice of law, may not be derogated from by agreement. The contractual language is German. The English version of the terms and conditions for the use of **Pay in 30 Days** serves only as a convenience translation.

9. Complaints Procedure

[Contact us](#) to report disputes between you and PayPal regarding our services.

You may contact as well one of the following institutions:

- European Consumer Center (ECC-Net). You may obtain further information regarding the ECC-Net and how to contact them at (https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint/european-consumer-centres-network_en) or by visiting the EU's Online Dispute Resolution site at <https://ec.europa.eu/consumers/odr>.
- 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, like us. You can contact the CSSF at 283 Route d'Arlon, 1150 Luxembourg, Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <http://www.cssf.lu>.

10. PayPal User Agreement and Pay in 30 Days Terms and Conditions

The relevant [PayPal User Agreement](#), which is available on the PayPal website at www.paypal.de/agb in German and English, applies and is integral part of these terms and conditions for the use of **Pay in 30 Days**. To the extent of any conflict or inconsistency between the PayPal User Agreement and these terms and conditions for the use of **Pay in 30 Days**, the provisions of these terms and conditions for the use of **Pay in 30 Days** shall apply and take precedence over PayPal's relevant User Agreement.