

# PAYPAL USER AGREEMENT

About Your Account

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## Welcome to PayPal!

PayPal services in Japan are provided by a Singapore company, PayPal Pte. Ltd. which is registered with the Financial Services Agency of Japan. You can learn more about our registrations with the Financial Services Agency and how we operate our Japan business in **PayPal's Business in Japan**.

This user agreement governs your use of your PayPal account and the PayPal services in Japan. If you are an individual, you must be a resident of Japan and at least 18 years old to open a PayPal account and use the PayPal services. If you are a business or sole proprietor, such business or sole proprietor must be organized in, operating in, or a resident of, Japan to open a Japan PayPal account and use the PayPal services. By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement.

You also agree to comply with the following additional documents, policies and each of the other agreements on the **Legal Agreements** page that apply to you:

- **Fees page**
- **Acceptable Use Policy**
- **Collection, Retention and Use of Data by Sellers**

Please read carefully all of the terms and conditions of this user agreement, the terms of these policies and each of the other agreements that apply to you.

We may amend this user agreement, any of the policies listed above and any other agreements on the **Legal Agreements** page from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities we will post a notice on the **Policy Updates** page of our website and provide notice to you of at least 14 days. All future changes set out in the **Policy Updates** page already published on the **Legal Agreements** page at the time you register for the PayPal services are incorporated by reference into this user agreement and will take effect as specified in the Policy Update. By continuing to use our services after any changes to this user agreement or any of the other applicable terms, agreements, or policies listed above, you agree to abide and be bound by those changes.

If you do not agree to the revised terms and conditions, you must stop using the PayPal services, close your account and terminate your relationship with us without cost or penalty. This user agreement will continue to apply to your previous use of our services.

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## About our main business

PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal services to you via the internet. You can learn more about our business in **PayPal's Business in Japan**.

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## Opening an Account

In Japan, we offer three types of accounts: personal accounts, premier accounts, and business accounts.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your PayPal account and the PayPal services. You must keep your mailing address, email address and other contact information current in your PayPal account profile.

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### Personal accounts

If you are an individual and you're using your PayPal account to make purchases for personal purposes (i.e., not for business purposes), a personal account is right for you. With a personal account you can **link** credit and debit cards to your personal account to buy goods and services online, using mobile devices, or in stores. In the event you have a balance in your personal account, you can also use such balance as a payment method. You are not allowed to use personal

accounts for business purposes. Personal accounts in Japan are offered as **Prepaid Payment Instruments**, and the balance in your personal account cannot be withdrawn into a bank account. You can learn more about **Prepaid Payment Instrument** requirements in **PayPal's Business in Japan**.

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## Premier accounts

If you are an individual and also wish to use your PayPal account to send money to and receive money from friends and family for personal purposes, or to use a bank account as a payment method, you should consider converting your personal account to a premier account. Please refer to the section **Sending Money to or Receiving Money From a Friend or Family Member** below for more details.

Premier accounts in Japan are offered as a Fund Transfer Business Operator service and subject to **Know Your Customer** requirements under the applicable laws and regulations. You can convert your PayPal account from a personal account to a premier account by **linking** your bank account and completing the **Know Your Customer** required procedures. Premier accounts may be subject to fees that differ from the fees applicable to personal accounts.

Similar to personal accounts, you are not allowed to use premier accounts for business purposes. If you wish to use your PayPal account for business purposes (for example, as a sole proprietor), then you must open a business account.

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## Business accounts

Business accounts are for individuals and organizations that primarily use PayPal to sell goods or services as a business. Business accounts can be opened even if your business is not incorporated, though eligibility for certain payment methods or other functionality may differ depending on the type of account holder.

With a business account, you can do things like:

- Use a company or business name as the name on your business account.
- Allow employees access to some of the features of your business account.
- Sign up for **PayPal products** that meet your business needs.

Business accounts in Japan are offered as a Fund Transfer Business Operator service and subject to **Know Your Customer** requirements under the applicable laws and regulations. Business accounts may be subject to fees that differ from the fees applicable to premier and personal accounts. Business accounts are not eligible to receive "personal transactions," although they may send personal transactions to friends and family.

**By opening a business account, you certify to us that you are the beneficial owner of the account and using it primarily for a business or commercial purpose.**

Please refer to **PayPal's Business in Japan** section for more information on terms relating to PayPal accounts in Japan.

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## Closing Your PayPal Account

You may close your account, but you will remain liable for all obligations related to your PayPal account even after the PayPal account is closed. When you close your PayPal account, we will cancel any scheduled or incomplete transactions. You must **withdraw** or transfer any balance from your PayPal account before closing it.

In certain cases, you may not close your PayPal account, including:

- To evade an investigation.
  - If you have a pending transaction or an open dispute or claim.
  - If your PayPal account has a negative balance.
  - If your PayPal account is subject to a hold, limitation or reserve.
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## Link or Unlink a Payment Method

For personal accounts, you can link or unlink a credit or debit card as a payment method. For premier and eligible business accounts, you can link or unlink a credit or debit card or a bank account as a payment method. Please keep your payment method information current (i.e. credit card number and expiration date). If this information changes, we may update it using information and third-party sources available to us without any action on your part. If you do not want us to update your card information, you may remove your payment method from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner.

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# Holding a PayPal Balance

Any balance you hold in your PayPal account represents an unsecured claim against PayPal. PayPal combines your balance with the balances of other users and invests those funds in liquid investments. PayPal owns the interest or other earnings on these investments. These pooled amounts are held separate from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.

PayPal is not a bank and does not itself take deposits. You will not receive any interest on the funds held with PayPal.

Please refer to **PayPal's Business in Japan** for information concerning statutory requirements in Japan for securing the balance in your PayPal account on behalf of our customers.

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# Withdrawing Money

If you have a premier or business account with a balance in your PayPal account, you may withdraw it by transferring it to your local bank account or to your U.S. bank account linked to your PayPal account or by using the instant withdrawal service with your eligible local bank account where settlement will generally take place within one business day during banking hours or the following business day if the withdrawal is made during a public holiday or after banking hours (the "**Instant Withdrawals**") (subject to the availability following the launch of such service by PayPal).

To protect us and our users from loss, we may delay a withdrawal in certain situations, including if we need to confirm that you have authorized the withdrawal or if other payments to your PayPal account have been subject to a reversal (for example, as a result of a **chargeback**, bank reversal or **dispute by a buyer**). If we place a **limitation** on your PayPal account, a payment is subject to a hold, or your account or an associated account has a negative balance in any currency while a withdrawal from your PayPal account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or the negative balance is fully paid off.

We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your PayPal account.

The balance from personal accounts cannot be withdrawn into a bank account.

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# Managing Your Money in Multiple Currencies

## Holding currency

The balance in your PayPal account may be held in any of the currencies supported by PayPal, and you may hold a balance in more than one of these currencies at the same time.

If you hold a balance in your PayPal account:

- We may allow you to convert the funds to a balance in another currency. If you convert funds in your account, PayPal's transaction exchange rate (including our **currency conversion fee**) will be used. We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform.
- If you are a premier or business account user, you may withdraw funds in Japanese Yen, if your linked bank account is a local bank account. We do however permit U.S. dollar currency withdrawals if you have a U.S. bank account linked to your PayPal account. In order to withdraw funds held in Japanese Yen in your premier or business account to a linked U.S. bank account, you will have to convert the currency to U.S. dollars, or it will be converted for you at the time of your withdrawal. PayPal's transaction exchange rate, including our **currency conversion fee**, will be used.

To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in your PayPal account in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal's transaction exchange rate (including our **currency conversion fee**) will be used.

You are responsible for all risks associated with maintaining multiple currencies in your PayPal account. You may not manage or convert currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

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## How we convert currency

If PayPal converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a currency conversion fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior **Business Day**; or, if required by law or regulation, set at the relevant government reference rate(s).

For some uses of your PayPal accounts, PayPal may determine currency conversion is necessary. The currency conversion fee applicable can be found on our **Fees page** under the heading **Currency conversion fees**.

**Holds or limitations** may delay currency conversion of amounts until such holds or limitations are released. This may result in the application of a currency conversion that is different from the transaction exchange rate that would have been applied had no account hold(s) or limitation(s) been in place. Currency conversions in these circumstances may be more favorable or less favorable to you.

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## Currency conversion choices

When your payment is funded by a credit or debit card and PayPal determines a currency conversion is necessary, you consent to and authorize PayPal to convert the currency in place of your credit or debit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including setting the currency of your card, a choice of which currency is used for the transaction, whether PayPal or your card issuer performs the conversion, or which conversion rate is used for the transaction, among others, and may be made available individually for each card and for each automatic payment agreement. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

PayPal will always perform the conversion for transactions where your balance in your PayPal account or linked bank account is the payment method.

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# Taxes and Information Reporting

## General information

Our **consumer fees** and **merchant fees** are exclusive of any taxes, charges, or similar assessments of any nature, including, without limitation, value-added, sales, digital services, stamp, transfer, or withholding taxes, assessable by any jurisdiction or governmental authority (collectively, "Taxes").

Each of us shall be responsible to pay our own Taxes arising in connection with the performance of our respective obligations from your use of PayPal services.

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## Paying for PayPal's services

If you are paying for a PayPal service, you agree to pay to PayPal the amount of any legally applicable Taxes imposed on any amount due from you to PayPal.

You agree not to withhold any Taxes on amounts payable by you to PayPal unless you are legally required to do so. If you withhold any Taxes, the amount payable by you to PayPal shall not be decreased by the amount withheld. You agree that PayPal is entitled to receive the full amount that would have been received had there been no withholding of any Taxes. Upon request by PayPal, you will deliver to PayPal in a timely manner any written documentation evidencing your payment of Taxes to the relevant authorities.

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## Your additional responsibilities and acknowledgments

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

You acknowledge that PayPal may have a legal obligation to make reports, and will make such reports, to tax authorities regarding transactions that we process on your behalf. Additional information can be found in our **Help Center**.

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## Information reporting

We may request that you provide PayPal with your tax identification number and/or other tax-related documentation or information. If you do not provide the requested information to PayPal or keep documentation up to date in your PayPal account, you may be subject to account **holds or limitations** and withholding Taxes at the applicable rates on gross payments received. PayPal will remit any such withholding Taxes to the appropriate tax authorities, and you acknowledge PayPal may be prohibited from refunding any amounts to you once these have been sent to the appropriate tax authorities.

If a currency conversion is required on a payment of withholding Taxes, the amount due to the relevant tax authority will be calculated by PayPal in accordance with our **currency conversion** terms when we process the withholding Taxes. To minimize risks relating to exchange rate fluctuations, account holds and limitations, tax withholding, and remittance to the relevant tax authority, you should add or confirm your taxpayer information to PayPal.

# Account Statements

You may view any account statement(s) or other account activity information made available to you by logging into your PayPal account.

## Sending Money and Buying

### Sending Money to or Receiving Money From a Friend or Family Member

#### Sending money

If you have a personal account, you will not be able to send personal transactions to a friend or family member unless you convert to a premier account and complete the **Know Your Customer** required procedures. If you have a premier or eligible business account, you can send personal transactions to a friend or family member using the send money feature in your PayPal account. You can send money to a friend or family member even if they don't have a PayPal account at the time you send them money, using their email address, in any currency that PayPal supports. Your linked bank accounts and the balance in your PayPal account are the only payment methods that can be used to send money to a friend or family member. If the person to whom you are sending money does not have a PayPal account, they can claim it by opening a premier account which requires the linking of their own bank account and completing the **Know Your Customer** required procedures. If they don't claim it, it will be refunded to you. Receiving money from a friend or family member is described under **Receiving Money**.

When sending money from PayPal accounts, there is a statutory limitation of one million Japanese Yen (¥1,000,000 JPY) for each transaction. We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases of goods and services. You can view any sending limit by logging into your PayPal account. We may increase your sending limits if you complete the same steps to verify your information as is required for the removal of withdrawal limits.

When you send money to a friend or family member who has a premier account, one of three things may happen: they may accept, decline or fail to claim the money. If they either decline to accept the money or don't claim it within 30 days of the date it is sent, the money (including any fees you were charged) will be refunded to the balance in your PayPal account, if you used your PayPal account balance as the payment method. If you used your linked bank account as the payment method, we will refund the money to your linked bank account or to your balance in your PayPal account if we cannot refund it to your bank account.

#### Receiving money

If a friend or family member sends money to you, the money will appear in the balance in your PayPal account. To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal's **transaction exchange rate** (including our **currency conversion fee**) will be used.

### Fees for Sending Money to Friends and Family

The fees applicable to sending personal transactions can be found on our **Sending Money to Friends and Family table** and will be disclosed to you in advance each time you initiate sending a personal transaction to a friend or family member. If you convert the balance in your PayPal account from one currency to another before sending money, PayPal's transaction exchange rate (including our **currency conversion fee**) will be used.

You can also use the send money feature in your PayPal account to pay for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you send the money as a commercial transaction (often referred to as using the "send money for goods and services" feature in your PayPal account). In that case, the seller will pay the fees.

You must not send money as a personal transaction (often referred to as using the "send money to a friend or family member" feature in your PayPal account) when you are paying for goods or services. Note that the "send money to a friend or family member" feature may not be available when sending money to a business account as such accounts are not eligible to receive personal transactions.

Please refer to **PayPal's Business in Japan** for more information on terms relating to PayPal accounts in Japan.

# Buying Something From, Donating to, or Returning Something to, a Seller Who Accepts PayPal

## How to buy something or make a donation

You can buy something from a seller who accepts PayPal, or make a donation, in any currency that the recipient accepts and that PayPal supports, using the balance in your PayPal account, or using any **payment method** linked to your PayPal account. This includes, for example:

- Buying something at an online retailer's website and selecting PayPal as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your PayPal account to buy something at a seller's physical store.
- Making donations using PayPal.

In order to manage risk, PayPal may limit the payment methods available for a transaction when you buy something or make a donation. In addition, payment methods may be limited for certain sellers or recipients, including PayPal payments made through certain third-party websites or applications.

When you authorize a payment to a seller who accepts PayPal, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your PayPal account. In that case, your authorization of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a credit or debit card as the payment method, your credit or debit card issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction.

If your payment requires a currency conversion by us, the transaction exchange rate will be determined and applied as described in the **How we convert currency** section and will be determined at the time the payment is processed.

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## Fees

When you buy something from a seller who accepts PayPal or make a donation, you don't pay a fee to PayPal. If PayPal performs a currency conversion for your purchase or donation, PayPal's transaction exchange rate (including our **currency conversion fee**) will be used.

Your credit or debit card issuer may also charge you a separate fee for transactions.

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## Payment review

When PayPal identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, PayPal will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the seller and direct them to ship the item to you. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

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## Automatic payments

You can agree with a seller who accepts PayPal to use PayPal as the payment method for future purchases with that seller. This agreement is between you and the seller and allows the seller to take funds from your PayPal account with your authorization on a one-time, regular or sporadic basis. Examples of automatic payments that can be arranged by you either with a seller or with PayPal include those that PayPal calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized transfer," or "preapproved payment."

You may cancel an automatic payment up to 3 **Business Days** before the date of the next scheduled payment from your account settings or by contacting us through the **PayPal Help Center**. Once an automatic payment is canceled, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment, you may still owe the seller money for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for and you may be required to pay the seller through alternative means.

If you have authorized an automatic payment and PayPal performs **currency conversion** for an automatic payment transaction, PayPal will use the transaction exchange rate (including PayPal's **currency conversion fee**) in effect at the time the automatic payment transaction is processed.

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## Refunds

When you buy something from a seller online using PayPal and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a credit or debit card or a balance in your PayPal account. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account or to the balance in your PayPal account if we cannot refund it to your bank account.



For purchases you make in a seller's store location that you paid for using your PayPal account and the transaction is ultimately refunded, the money will be refunded to the balance in your PayPal account.

If PayPal performed a currency conversion for your transaction and a refund is issued:

- Within 1 day of the date of the original payment, PayPal's transaction exchange rate (including our **currency conversion fee**) used at the time of the original payment will apply.
- Beyond 1 day of the date of the original payment, PayPal's transaction exchange rate (including our **currency conversion fee**) on the date of the refund will apply.

Money will be refunded in the currency you paid. If we are unable to refund in the currency you paid, then you will be refunded in Japanese Yen.

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## Payment Method Used for My Transaction

### Selecting a preferred payment method

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences or in the PayPal app. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions and automatic payments with a seller.

If you have chosen a preferred payment method, it will be shown as the primary method of payment. If you have not chosen a preferred payment method, it's still your choice.

The availability of certain payment methods may be limited based on that particular seller or the third-party website you are using to complete the transaction.

If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you available payment methods, including the payment method you used most often or most recently, at the time of transaction. You can also click on the "Manage" link to see all of your available payment methods, or add a new one, and select a payment method during the transaction.

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### Backup payment method

Certain one-time online transactions may require that a backup funding method be used in the event that your selected or preferred payment method is unavailable. In those instances, the backup funding method may be displayed to you on your transaction review page, before you complete the transaction. Note that this only applies for one-time, online transactions, and not for in-store or automatic payments. If PayPal determines currency conversion is necessary for a transaction that also requires a backup payment method, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on your backup payment method.

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### Automatic payments

Some sellers allow you to store PayPal as the way to pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement with the seller that permits them to request that we charge your PayPal account each time you make a purchase.

You can select a payment method for future purchases with a particular seller either at the time of creating the agreement or in your account settings on **paypal.jp**. For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost.

If your chosen payment method is unavailable (e.g. credit card expired), a particular agreement with a seller does not provide for the ability to specify a payment method, or if you have not designated a payment method for future transactions with a seller, the payment method used will be in the following order, if applicable: 1. balance, 2. bank account and 3. credit or debit card.

You can cancel any agreement in your account settings.

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### Bank account transfers

When you use your bank account as a payment method, you are allowing PayPal to initiate a transfer from your bank account to the recipient. For these transactions, PayPal will make electronic transfers from your bank account in the amount you specify. You authorize PayPal to try this transfer again if the initial transfer is rejected by your bank for any reason.

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## PayPal's Buyer Protection Program

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under **PayPal's Buyer Protection program**. When applicable, **PayPal's Buyer Protection program** entitles you to reimbursement for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim is eligible for the **PayPal's Buyer Protection program**. PayPal's original determination is considered final, but you may be able to file an appeal of the decision with PayPal if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process.

The program terms and conditions are set out in **PayPal's Buyer Protection** program page and form part of this user agreement.

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## Guest Checkout

### General Provisions

You may, without opening a PayPal account, use a prepaid payment instrument (as defined in the Payment Services Act) issued by PayPal, hereinafter referred to as "Prepaid Payment Instrument," to make a payment for goods or services to a seller who has entered into a prescribed agreement with PayPal ("Merchant"). This service is referred to as "guest checkout".

This part constitutes the agreement between you and PayPal with respect to transactions that are processed through guest checkout.

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### Scope of Guest Checkout Offerings

You may only use guest checkout as an individual to make purchases for your own personal purposes.

You may not use guest checkout to conduct your business or for any business purposes, or on behalf of a business, any corporation, or any other third party.

You should note that guest checkout does not entitle you to the benefits of having a PayPal account. You will not be eligible to take advantage of any benefits which we offer to PayPal account holders under the user agreement. For the avoidance of doubt, any provision under this user agreement which relates to the rights and/or obligations of PayPal account holders shall not apply to the use of guest checkout.

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### Provision of Information

In order to use guest checkout, you must provide PayPal with the requested information. All information you provide must be true and accurate.

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### How to Use Guest Checkout

If you wish to purchase goods or services through guest checkout, you shall purchase a Prepaid Payment Instrument in an amount equal to the purchase price of the goods or services in a manner prescribed by PayPal. PayPal may at any time set and change the limits of the maximum purchase amount of a Prepaid Payment Instrument. PayPal may also set and change the limits of the maximum purchase price of goods or services that may be purchased with a Prepaid Payment Instrument.

The Prepaid Payment Instrument may only be used to settle payments for goods or services purchased from Merchants. The Prepaid Payment Instrument may only be used on the date it is purchased and, accordingly, is not subject to the provisions of Chapter 2 of the Payment Services Act. When you purchase a Prepaid Payment Instrument in accordance with this user agreement, you must immediately use the Prepaid Payment Instrument to make payment for goods or services to a Merchant in the manner prescribed by PayPal, and PayPal shall deliver to the Merchant the amount equivalent to the purchase price, less the prescribed service charge, as agreed with the Merchant.

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### Settlement of Disputes Concerning goods or services

PayPal shall not be a party, agent, or intermediary to any transaction between you and a Merchant with respect to goods or services purchased via guest checkout, and shall not be liable for the formation, validity, performance, or otherwise of such transaction. In the event of default, return, defect, or any other problem with goods or services after the use of the Prepaid Payment Instrument, PayPal shall not be obligated to return the Prepaid Payment Instrument or assume any other responsibility. You must resolve any problems with respect to transactions processed through guest checkout directly with the Merchant. These may not be escalated to PayPal.

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### Ineligibility of Buyer Protection Program

Transactions processed through guest checkout are not eligible for PayPal's Buyer Protection program.



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## Fees

When you buy something from a Merchant via guest checkout, you don't pay a fee to PayPal. However, your credit or debit card issuer may charge you a separate fee for the transaction.

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## Refunds

When you buy something from a Merchant using guest checkout and the transaction is ultimately voided or canceled, the purchase of the Prepaid Payment Instrument for such transaction shall be retroactively canceled to the time of purchase. In such cases, we will refund the money to the original payment method you used to purchase the Prepaid Payment Instrument.

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## Selling and Accepting Payments

### Accepting Payments

#### Receiving payments

If you use a premier or business account to receive payments for the sale of goods or services or to receive donations, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you a payment as a personal transaction (often referred to as using the "send money to a friend or family member" feature). If you do so, PayPal may remove your PayPal account's ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal website (including any page for developers and our **Legal Agreements** page) or online platform.

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#### No surcharges

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

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#### Presentation of PayPal

You must treat PayPal payment methods or marks at least on par with any other payment methods offered at your points of sale, wherever PayPal's branded services are integrated, including your websites or mobile applications. This includes at least equal or better: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, and fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you must not mischaracterize any PayPal service as a payment method or exhibit a preference for other payment methods over any PayPal service. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the PayPal services payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

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#### Your refund policy and privacy policy

You must publish a refunds and return policy, as well as a privacy policy, where required by law.

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#### Payment review

PayPal reviews certain potentially high-risk transactions. If PayPal determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. PayPal will conduct a review and either complete or cancel the payment. If the payment is completed, PayPal will provide notice to you to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer, unless we

are legally required to take other action. All payments that complete this payment review will be eligible for **PayPal's Seller Protection** program if they meet **PayPal's Seller Protection requirements**. We will notify you by email and/or through your PayPal account.

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## In-store payments

If you accept PayPal payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer's account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

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## Marketplace sellers

If you're a seller on a marketplace or through a third-party application where PayPal is offered, you must comply with any rules that apply to the marketplace's or the third-party application's buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

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## Card not present transactions

Whenever a buyer uses a credit or debit card as the payment method for a transaction using their account to buy something from you as a seller, the transaction will be processed as a "card not present" transaction, even if the buyer is at your store location.

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## Accepting preauthorized payments

As a seller, you can accept payments from a buyer's account through preauthorized transfers either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-approved payment" or "automatic payment."

If you receive preauthorized payments from buyers:	
You must:	You must not:
Get each buyer's prior authorization for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorization, if a buyer has stopped or canceled a preauthorized payment.
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.	
Provide buyers the ability to stop any such payment up to 3 <b>Business Days</b> before the date scheduled for payment.	

# Transaction Fees for Online and In-Store Payments

## Standard transactions fees

Your PayPal transaction fees depend on the country of the buyer's account or the currency used.

The fees you pay when selling goods or services or receiving donations and the buyer pays using their PayPal account (or using another authorized wallet) can be found on the **Merchant Services Fees table**. Please note that:

- If you accept payments using a PayPal product (like PayPal Payments Pro), the fees applicable to those products will apply to your transactions.
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## Micropayments Fees

You may qualify to receive micropayments pricing for the sale of goods and services through your PayPal account, if your transactions typically average less than ¥999 JPY. In order to qualify, you must have a PayPal account that is in good standing (for example, no limitations or negative balance in your PayPal account), you may not be processing payments using PayPal Payments Pro and you must submit an application and have it approved by us.

If your PayPal account is approved to accept micropayments, then the fees found on the **Micropayment Fees table** will apply to all transactions for the sale of goods or services processed through your PayPal account, instead of **Merchant Services Fees**. If you have multiple PayPal accounts, you must route your micropayments transactions through the appropriate account. Once a transaction is processed, PayPal will not re-route the transaction through a different account.

By applying for Micropayments for digital goods, you agree that for digital goods transactions you receive up to the amounts in the **Micropayment Fee table**, then if a buyer opens a dispute, PayPal may reverse the transaction, and remove the funds from your account without requiring the buyer to escalate the dispute to a claim.

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## PayPal Payouts

If you are using PayPal Payouts (formerly Mass Pay), the terms of the **PayPal Payouts Terms and conditions** will apply.

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## Your responsibility to notify PayPal of pricing or fee errors

Once you have access to any account statement(s) or other account activity information made available to you by PayPal with respect to your business account(s), you will have 60 days to notify PayPal in writing of any errors or discrepancies with respect to the pricing or other fees applied by PayPal. If you do not notify PayPal within such timeframe, you accept such information as accurate, and PayPal shall have no obligation to make any corrections, unless otherwise required by applicable law. For the purposes of this provision, such pricing or fee errors or discrepancies are different than unauthorized transactions and other electronic transfer errors which are each subject to different notification timeframes as set forth in this user agreement.

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# Refunds, Reversals and Chargebacks

## General information

If you receive a payment for selling goods or services that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable **Chargeback fee** or **Dispute fee** described below). Whenever a transaction is refunded or otherwise reversed, PayPal will refund or reverse the transaction from your PayPal account in the same currency as the original transaction. If the balance in your PayPal account for a particular currency is insufficient to cover the amount of a refund or reversal, PayPal will perform a currency conversion in order to refund or reverse the transaction. PayPal's transaction exchange rate (including our **currency conversion fee**) at the time the refund or reversal is processed will be used.

If you refund a transaction, we'll retain the fees you paid as set out on our **Fees page**.

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## Payments that are invalidated and reversed

Payments to you may be invalidated and reversed by PayPal if:

- You lose a PayPal Buyer Protection claim submitted to us by a buyer.
- You fail to respond or provide accurate and complete information in response to PayPal's inquiries related to a buyer's claims or chargebacks for a particular transaction within the timeframe communicated to you by PayPal.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for **PayPal' Seller Protection program**. The card issuer, not PayPal, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.
- You do not fulfill the transaction as promised or you cannot provide **proof of shipment** or **proof of delivery** when required.
- Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent.
- PayPal sent the payment to you in error.
- The payment was unauthorized.
- You received the payment for activities that violated this user agreement or any other agreement between you and PayPal.

When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any fees if the payment is later invalidated or reversed for any reason. If the buyer paid in another currency, the full amount of that payment may be calculated in that currency, using the transaction exchange rate (including our **currency conversion fee**) that applies at the time the refund or reversal is processed. If the balance in your PayPal account doesn't cover the payment amount due plus the fees, we may use any of the payment methods linked to your PayPal account to cover the amount due. If the payment methods linked to your PayPal account don't cover the amount due, this will result in a negative balance. A negative balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your account to resolve it. If you don't, PayPal may:

- engage in collection efforts to recover the amount due from you;
  - take any and all action as outlined under **Amounts owed to PayPal**; or
  - place a limitation or take other action on your PayPal account as outlined under **Restricted Activities, Holds & Other Actions We May Take**.
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## Dispute fees

PayPal will charge a **Dispute fee** to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's PayPal account or through a PayPal guest checkout. The **Dispute fee** applies when the buyer pursues a claim directly with PayPal, a chargeback with their card issuer, or a reversal with their bank. The **Dispute fee** will be charged at either the **Standard Dispute fee** rate or the **High Volume Dispute fee** rate. The **Dispute fee** will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Dispute fee** table, then the fee charged will be in your primary holding currency.

The **Dispute fee** will be deducted from your PayPal account after the claim is decided.

The **Dispute fee** amount will be determined when the dispute case is created. The fee is based on the ratio of the total transaction amount of all **Item Not Received** and **Significantly Not as Described** claims you receive compared to the total amount of your sales for the previous three calendar months. Your total claims include all Item Not Received and Significantly Not as Described claims that are filed either directly with and escalated to PayPal or with the buyer's card issuer or bank. Your total claims do not include claims for Unauthorized Transactions. For example, for the month of September, your dispute ratio will be calculated by considering your total claims to sales ratio over June, July, and August. The claims ratio for September will determine the dispute fee for all claims filed in October.

If your disputes ratio is 1.5% or more and you had more than 100 sales transactions in the previous three full calendar months, you will be charged the **High Volume Dispute fee** for each dispute. Otherwise, you will be charged the **Standard Dispute fee** for each dispute.

You will **not** be charged a **Standard Dispute fee** for disputes that are:

- Inquiries in PayPal's **Resolution Center** that are not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- Filed by the buyer directly with PayPal as an **Unauthorized Transaction**.
- Deemed by PayPal in its sole discretion to have met all the requirements under **PayPal's Seller Protection** program.
- Claims with a transaction value that is less than twice the amount of a **Standard Dispute fee**.
- Decided in your favor by PayPal or your issuer.

You will **not** be charged a **High Volume Dispute fee** for disputes that are:

- Inquiries in PayPal's **Resolution Center** and not escalated to a claim with PayPal.
- Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- Filed by the buyer directly with PayPal as an **Unauthorized Transaction**.

Sellers charged **High Volume Dispute fees** may be required to provide a remediation plan which includes an explanation of the cause of the increased dispute rate, the actions taken to reduce disputes, and the timelines for those actions.

Disputes listed above may be excluded from being charged a **Standard Dispute fee** or a **High Volume Dispute fee**, but the claim itself may still be included in the overall calculation of your dispute ratio.

If you engage in a **Restricted Activity**, PayPal may charge the High Volume Dispute fees for all current and future disputes irrespective of your dispute ratio or sales volumes, given PayPal's increased involvement as a result of such Restricted Activity.

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## Chargeback fees

For transactions that are not processed either through a buyer's PayPal account or through a guest checkout, and where the buyer pursues a chargeback for the transaction with their card issuer, PayPal will charge you a **Chargeback fee** for facilitating the chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is applied as specified in the **Chargeback fee table** and will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Chargeback fee table** the fee charged will be in your primary holding currency.

If a buyer files a chargeback, the card issuer, not PayPal, will determine who wins the chargeback. The chargeback fee is applied as specified in the **Chargeback Fee Table** in the currency of the original transaction. If the transaction is in a currency not listed in the **Chargeback Fee Table** the fee assessed in your primary holding currency.

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## Impact of various Buyer Protection processes on sellers

You should read and understand **PayPal's Buyer Protection** program and if you sell goods and services to buyers with PayPal accounts in countries other than your own, you should also be familiar with the Buyer Protection available to buyers in each of those countries. Buyers' rights under these programs may impact you as a seller. You can find this information for PayPal's programs on the **Legal Agreements** page by selecting your buyer's location at the top of the page and referring to the applicable user agreement for that geography.

If you lose a claim under PayPal's Buyer Protection program in any country:

- You may be required to reimburse PayPal for your liability.
- You must forfeit the full purchase price of the item plus the original shipping cost. This applies when you are the primary seller or a secondary seller of goods or services. For example, event ticketing agents, or online travel agents will forfeit the full purchase amount paid by the buyer (and in some cases you may not receive the item back).
- The PayPal's Buyer Protection claim will only be considered fully resolved if:
  - the refund to a buyer is processed through PayPal, as applicable, or
  - you provide evidence acceptable to PayPal, in its sole discretion, that the buyer agreed to the alternative resolution provided.
- You will not receive a refund of the PayPal fees that you paid in connection with the sale.
- If the claim was that the item received was Significantly Not as Described, you may not receive the item back, or you may be required to accept the item back and pay for the return shipping costs.
- If the claim was that the item received was "Significantly Not as Described" and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.

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## PayPal's Seller Protection Program

### What's eligible

If you sell a good or service to a buyer, you may be eligible for **PayPal's Seller Protection program**. 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. 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 see transactions that may be eligible for protection under this program.

The program terms and conditions are set out in **PayPal's Seller Protection program** page and form part of this user agreement.

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### Restricted Activities, Holds & Other Actions We May Take

## Restricted Activities

In connection with your use of our websites, your PayPal account, the PayPal services, or in the course of your interactions with PayPal, other PayPal customers, or third parties, you will not:

- Breach this user agreement, the PayPal **Acceptable Use Policy** or any other policies and agreements on the **Legal Agreements** page that apply to you.
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising), and as a PayPal account user in Japan, will not make payment to sanctioned countries, in particular **North Korea and Iran**, or in exchange for embargoed goods such as weapons and nuclear related development.
- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit goods.
- Act in a manner that is defamatory, trade libelous, threatening or harassing.
- Provide false, inaccurate or misleading information.
- Send or receive what we reasonably believe to be potentially fraudulent or suspicious activity and/or transactions.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- Attempt to receive funds from both PayPal and the seller, bank or card issuer for the same transaction during the course of a dispute.
- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Conduct your business or use the PayPal services in a manner that results in or may result in:



- complaints;
- requests by buyers (either filed with us or card issuers) to invalidate payments made to you; or;
- fees, fines, penalties or other liability or losses to PayPal, other PayPal customers, third parties or you.
- Use your PayPal account or the PayPal services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules.
- Allow your PayPal account to have a negative balance.
- Provide yourself a cash advance from your credit card (or help others to do so).
- Access the PayPal services from a country that is not included on PayPal's **permitted countries list**.
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or the PayPal services; facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or PayPal services; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers; or interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services or other users' use of any of the PayPal services.
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers.
- Use the PayPal services to test credit card behaviors.
- Circumvent any PayPal policy or determinations about your PayPal account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayPal account.
- Harass and/or threaten our employees, agents, or other users.
- Abuse of our online dispute resolution process and/or PayPal Buyer Protection program and/or PayPal's Seller Protection program.
- Cause us to receive a disproportionate number of claims that have been closed in favor of the claimant regarding your PayPal account or business.
- Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal services.
- Disclose or distribute another user's information to a third party, or use such information for marketing purposes unless you receive the user's express consent to do so.
- Send unsolicited emails to users or use the PayPal services to collect payments for sending, or assisting in sending, unsolicited emails to third parties.
- Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the PayPal websites without our or any applicable third party's written consent.
- Reveal your account password(s) to anyone else, nor 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.
- Use your personal account or premier account for business purposes.

## Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any of these activities, we may take a number of actions to protect PayPal, its customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- Terminate this user agreement, limit your PayPal account, and/or close or suspend your PayPal account, immediately and without penalty to us;
- Refuse to provide the PayPal services to you now and in the future;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals;
- Hold your balance in your PayPal account if reasonably needed to protect against the risk of liability or if you have violated our **Acceptable Use Policy** or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. The hold may remain in place longer than 180 days according to **Court Orders, Regulatory Requirements or Other Legal Processes**;
- Suspend your eligibility for PayPal's Buyer Protection program and/or PayPal's Seller Protection program;
- Contact buyers who have purchased goods or services from you using PayPal, your bank or credit card issuer, other impacted third parties or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you;
- If you've violated our **Acceptable Use Policy**, then you're also responsible for damages to PayPal caused by your violation of this policy



- If you are a seller and receive funds for transactions that violate the **Acceptable Use Policy** and said violation is associated with fraud or the sale of goods that are counterfeit or otherwise infringe on intellectual property rights, then in addition to being subject to the above actions you will be liable to PayPal for the amount of PayPal's damages caused by said violation. You acknowledge and agree that \$2,500 USD (or foreign currency equivalent) per violation is presently a reasonable minimum estimate of PayPal's actual damages, including, but not limited to, internal administrative costs incurred by PayPal to monitor and track violations, damage to PayPal's brand and reputation, and penalties imposed upon PayPal by its business partners resulting from said violation associated with fraud or the sale of goods that are counterfeit or otherwise infringe on intellectual property rights, considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because, due to the nature of the violation, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing the balance in your PayPal account you control; or
- Charging the High Volume Dispute fees for all current and future disputes irrespective of your dispute ratio or sales volumes, given PayPal's increased involvement as a result of such Restricted Activity.

If we close your PayPal account or terminate your use of the PayPal services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in your PayPal account available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the PayPal services.

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## Holds, Limitations and Reserves

### What are holds, limitations and reserves

Under certain circumstances, in order to protect PayPal and the security and integrity of the network of buyers and sellers that use the PayPal services, PayPal may take account-level or transaction-level actions. Unless otherwise noted, if we take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation, hold or reserve, you should visit the **Resolution Center** or follow the instructions in our email notice with respect to the limitation, hold or reserve.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate PayPal's actions described above and allow us to assess the level of risk associated with your PayPal account, you agree to cooperate with PayPal's reasonable requests for financial statements and other documentation or information in a timely fashion.

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### Holds

A hold is an action that PayPal may take under certain circumstances either at the transaction level or the account level. When PayPal places a temporary hold on a payment, the money is not available to either the sender or the recipient. PayPal reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where PayPal will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

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### Holds based on PayPal's risk decisions

We may place a hold on payments sent to your PayPal account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your PayPal account, or your transactions or that placing such a hold is necessary to comply with certain legal or regulatory requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your PayPal account with an indication that they are unavailable or pending. We'll notify you, either through your PayPal account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 30 days from the date the payment was received into your PayPal account. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than 30 days if the payment is challenged as a payment that should be invalidated and reversed based on a disputed transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your PayPal account until the matter is resolved.

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### Holds related to marketplace transactions

If you're a seller on a marketplace or through a third-party application where PayPal is offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third-party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third-party. These holds will appear in your PayPal account. If you have questions about why the applicable marketplace or third party instructed PayPal to put these holds in place, you will need to contact the marketplace or third-party directly.

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## Holds based on disputed transactions

If a payment sent to you as a seller is challenged as a payment that should be invalidated and reversed, we may place a temporary hold on the funds in your PayPal account to cover the amount that could be reversed. Any of the situations described under **Refunds, Reversals and Chargebacks** are situations that could result in us placing a hold on a payment. If we determine the transaction should not be reversed, we'll lift the temporary hold. If we determine the transaction should be reversed, we'll remove the funds from your PayPal account.

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## Account Limitations

Limitations prevent you from completing certain actions with your PayPal account, such as withdrawing, sending or receiving payments. These limitations are implemented to help protect PayPal, buyers and sellers when we notice **restricted activities**, an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PayPal account open.

There are several reasons why your PayPal account could be limited, including:

- If we suspect someone could be using your PayPal account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your credit or debit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your PayPal account and your bank account.
- In order to comply with applicable law.
- If we reasonably believe you have breached this agreement or violated the **Acceptable Use Policy**.
- Seller performance indicating your PayPal account is high risk. Examples include: indications of poor selling performance because you've received an unusually high number of claims and chargebacks selling an entirely new or high cost product, or if your typical sales volume increases rapidly.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

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## Reserves

We may place a reserve on your PayPal account if we believe there may be a high level of risk associated with you, your PayPal account, your business model, or your transactions. When we place a reserve on your PayPal account, it means that all or some portion of the money in your PayPal account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your PayPal account or use of the PayPal services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

PayPal considers a list of non-exclusive factors and whether and how these factors have changed over time, including:

- How long you have been in business.
- Whether your industry has a higher likelihood of chargebacks.
- Your payment processing history with PayPal and other providers.
- Your business and/or personal credit history.
- Your delivery time frames.
- Whether you have higher than average number of returns, chargebacks, claims or disputes.

There are two categories of reserves that may be placed on your PayPal account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
- **A Minimum reserve** is a specific minimum amount of money that you're required to keep available in your balance in your PayPal account at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as "pending and we'll notify you of the terms of the reserve.

If we change the terms of the reserve due to a change in our risk assessment, we'll notify you of the new terms.

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# Court Orders, Regulatory Requirements or Other Legal Processes

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayPal account, placing a reserve or limitation on your PayPal account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayPal account. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

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## Liability for Unauthorized Transactions

## Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your PayPal account, you should regularly log into your PayPal account and review your PayPal account statement. PayPal will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

PayPal will protect you from unauthorized activity in your PayPal account. When this protection applies, PayPal will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

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### What is an Unauthorized Transaction

An "Unauthorized Transaction" occurs when money is sent from your PayPal account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your PayPal account, and sends a payment from your PayPal account, an Unauthorized Transaction has occurred.

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### What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under **Refunds, Reversals and Chargebacks**.

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### Reporting an Unauthorized Transaction

You should contact **PayPal customer service** immediately if you believe:

- There has been an Unauthorized Transaction sent from your account.
- There has been unauthorized access to your account.
- Your PayPal login information has been lost or stolen.
- Any device you have used to access your PayPal account has been lost, stolen or deactivated.
- You must give us all the available information relating to circumstances of any Unauthorized Transactions, and/or misappropriated or unauthorized use of your account, and take all reasonable steps requested to assist PayPal in its investigation.
- If you notify us of an Unauthorized Transaction within sixty (60) days of the transaction and we are satisfied that it was an Unauthorized Transaction, you will be eligible for 100% protection for the Unauthorized Transaction.

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## Error Resolution

## What is an Error

An "Error" means the following:

- A processing error made by PayPal or its suppliers in which your PayPal account is mistakenly debited or credited, or when a transaction is incorrectly recorded in your PayPal account.
  - You send a payment and the incorrect amount is debited from your PayPal account.
  - A transaction is missing from or not properly identified in your PayPal account statement.
  - We make a computational or mathematical error related to your PayPal account.
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## What is not considered an Error

The following are NOT considered Errors:

- If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.
  - Invalidation and reversal of a payment as a result of the actions described under **Refunds, Reversals and Chargebacks**.
  - If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example). (Your only recourse in this instance will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal will not reimburse you or reverse a payment that you have made in error.)
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## In case of Errors or questions

Contact us at our **Resolution Center** or **Customer Service Center**.

Notify us as soon as you can, if you think your statement or receipt is wrong (including any errors or discrepancies with respect to the pricing or other fees applied by PayPal) or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 **Business Days**. We will determine whether an error occurred within 10 **Business Days** after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your PayPal account within 10 **Business Days** for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 **Business Days**, we may not credit your PayPal account.

For errors involving new PayPal accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new PayPal accounts (the first transaction from your account was less than 30 **Business Days** from the date you notify us), we may take up to 20 **Business Days** to complete the investigation.

We will tell you the results within 3 **Business Days** after completing our investigation. If we decide that there was no error, we will send you a written explanation of our decision. If you received a provisional credit, we will remove it from your account and notify you of the date and amount of the debit. You may ask for copies of the documents that we used in our investigation.

If we determine that there was an error, we will promptly credit the full amount into your account within 1 **Business Days** of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

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## Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your PayPal account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your PayPal account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
  - through no fault of ours, you did not have enough available funds to complete the transaction;

- our system was not working properly and you knew about the breakdown when you started the transaction; or
- the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from PayPal applying **holds, limitations or reserves**.
- Delays based on a **payment review**.
- Delays described under **How to buy something** related to the time it may take for a purchase transaction to be completed in some situations.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

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## Other Legal Terms

# Communications Between You and Us

You agree that PayPal and its affiliates may contact you by email for marketing purposes. You may opt-out of receiving marketing communications when you open a PayPal account, by changing your account preferences on [paypal.jp](https://www.paypal.jp) or by clicking on the unsubscribe link in any PayPal email or receipt you receive from us. Please allow up to 10 **Business Days** for the opt-out to take effect. We will provide factual information about your account or the PayPal services, even if you have opted-out of receiving marketing communications.

If you provide us your mobile phone number, you agree that PayPal and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) inform you about your use of PayPal services and/or service your PayPal accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by PayPal. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by updating your preferences in your account settings at [paypal.jp](https://www.paypal.jp) or by contacting **PayPal customer service**. However, we may still call you directly using other means if we need to speak with you. The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages.

PayPal may communicate with you about your PayPal account and the PayPal services electronically. It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications, PayPal will be deemed to have provided the communication to you effectively. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 **Business Days** after we send it.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our **Liability for Unauthorized Transactions and Other Errors** process), written notices to PayPal must be sent by postal mail to: PayPal Pte. Ltd., Attention: Japan Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985.

You understand and agree that, to the extent permitted by law, PayPal may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with PayPal may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by PayPal, and PayPal does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

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## PayPal's Rights

### PayPal suspension and termination rights

PayPal, in its sole discretion, reserves the right to suspend or terminate this user agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or some or all of the PayPal services for any reason and at any time upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted funds held in your balance in your PayPal account.

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### Security interest



As security for the performance of your obligations under this user agreement, you grant to PayPal a lien on, and security interest in and to, your balance in your PayPal account in the possession of PayPal.

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## Amounts owed to PayPal

If the balance in your PayPal account becomes negative for any reason, that negative balance represents an amount that you owe to PayPal. PayPal may deduct these amounts from funds that are added to your PayPal account later, either by you or from payments you receive. If you have more than one PayPal account, we may set off a negative balance in one PayPal account against a balance in your other PayPal account(s). If you continue using your PayPal account when it has a negative balance, you authorize PayPal to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you hold funds in a PayPal account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, PayPal may set off the negative balance by using funds you maintain in a different currency. If you have a negative balance in a non-relevant currency, PayPal will convert this negative balance. In either case, a **currency conversion** will be necessary, and PayPal's transaction exchange rate (including our **currency conversion fee**) will be used.

In addition to the above, if you have a past due amount owed to us or one of our affiliates, PayPal may debit your PayPal account to pay any amounts that are past due.

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## Insolvency proceedings

If any proceeding by or against you is commenced under any bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this user agreement.

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## Assumption of rights

If PayPal invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

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## No waiver

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

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# Indemnification and Limitation of Liability

In this section, we use the term "PayPal" to refer to PayPal Pte. Ltd., its parent PayPal Holdings, Inc., and any of our affiliates, and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

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## Indemnification

**You must indemnify PayPal for actions related to your PayPal account and your use of the PayPal services.** You agree to defend, indemnify and hold PayPal harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the PayPal services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your PayPal account or access our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services on your behalf.

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## Limitation of liability

**PayPal's liability is limited with respect to your PayPal account and your use of the PayPal services.** In no event shall PayPal be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayPal is not liable, and you agree not to hold PayPal responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your



inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf and any of the PayPal services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software or any of the PayPal services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your PayPal account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PayPal's policies.

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## Disclaimer of Warranty and Release

### No warranty

**The PayPal services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. PayPal specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.**

PayPal does not have any control over the products or services provided by sellers who accept PayPal as a payment method, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal services are dependent upon many factors outside of our control, such as delays in the banking system or mail service.

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### Release of PayPal

If you have a dispute with any other PayPal account holder, you release PayPal from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

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## Disputes with PayPal

### Contact PayPal First

If a dispute arises between you and PayPal, acting as either a buyer or a seller, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the services may be reported to **PayPal customer service**.

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### Arbitration

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000 USD (or other currency equivalents), you may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If you elect arbitration, you will initiate such arbitration through the Singapore International Arbitration Center or an established alternative dispute resolution (“ADR”) provider mutually agreed upon by you and us. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by you; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

In addition to the above, PayPal provides measures for “financial ADR” in accordance with the Fund Settlement Act (Act No. 9 of June 24, 2009). Complaints and disputes concerning PayPal services may be brought to the following institutions:

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### Complaints:

Japan Payment Service Association (03-3556-6261)

## Dispute Resolutions:

Tokyo Bar Association Dispute Resolution Center (Telephone: 03-3581-0031)

Daiichi Tokyo Bar Association Arbitration Center (Telephone: 03-3595-8588)

Daini Tokyo Bar Association Arbitration Center (Telephone: 03-3581-2249)

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## Governing law and jurisdiction

This Agreement will be governed by and interpreted in accordance with the laws of Singapore, as such laws are applied to agreements entered into and to be performed entirely within Singapore. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against PayPal arising out of or in connection with any terms of the user agreement must be resolved by a court located in Singapore, where the defendant is located or the Tokyo District Court, in the first instance. You agree to submit to the personal jurisdiction of the courts located within Singapore for the purpose of any suit, action or other proceeding arising out of this user agreement or your use of our websites or the services.

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# Intellectual Property

## PayPal's trademarks

"PayPal.com," "PayPal.jp" and all logos related to the PayPal services are either trademarks or registered trademarks of PayPal or PayPal's licensors. You may not copy, imitate, modify or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by PayPal for the purpose of directing web traffic to the PayPal services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes 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 websites, any content thereon, the PayPal services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

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## License grants, generally

If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then PayPal grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use PayPal's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the PayPal services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third party materials integrated therein are owned by PayPal's third party service providers. Any other third party software application you use on the PayPal websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the PayPal services.

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## License grant from you to PayPal; intellectual property warranties

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal. Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content. Subject to the next paragraph, when you provide content to PayPal or post content using PayPal services, you grant PayPal (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. PayPal will not compensate you for any of your content. You acknowledge that PayPal's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal.

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## License grant from sellers to PayPal

Notwithstanding the provisions of the prior paragraph, if you are a seller using the PayPal services to accept payments for goods and services, you hereby grant PayPal and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment method, and (2) any other use to which you specifically consent.

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## Miscellaneous

### Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without PayPal's prior written consent. PayPal may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

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### Business Days

“Business Day(s)” means Monday through Friday, excluding holidays when PayPal’s offices are not considered open for business in Japan.

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### Dormant accounts

If you do not log in to your PayPal account for two years, PayPal may close your PayPal account and any unused funds in your account will be subject to applicable laws regarding unclaimed monies.

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### Know your customer

In order to verify your identity, PayPal implements Know Your Customer procedures in accordance with the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of March 31, 2007) and the Foreign Exchange and Foreign Trade Act (Act No. 228 of December 1, 1949). You should keep your information updated and we may ask you to confirm whether there are changes to your information.

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### Identity authentication

You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, your taxpayer or national identification number, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources.
- requiring you to provide your driver’s license or other identifying documents at any time.

Anti-money laundering and counter-terrorism financing laws may require that PayPal verify certain identifying information if you use certain PayPal services. PayPal reserves the right to close, suspend, or limit access to your PayPal account and/or the PayPal services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

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### Assessment of your website

If you integrate or otherwise reference PayPal services on your website, PayPal may use automated technologies (e.g., website crawling) to assess your website and collect any publicly accessible or available data to ensure compliance with this agreement and to combat malicious or fraudulent activity.

In connection with such technologies, PayPal will not collect any of your customer personal data. However, there may be times we collect personal data about you that you publish on your websites. Such personal data shall be processed for the purposes described in this section and shall be subject to our **Privacy Statement**.

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### Privacy

Protecting your privacy is very important to us. Please review our **Privacy Statement** in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## Your use (as a seller) of personal data; Data protection laws

To the extent that you, in your capacity as a seller and/or using a business profile, process any personal data about a PayPal customer pursuant to this agreement, you and PayPal will each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with this agreement. We each also have and will follow our own independently-determined privacy statements, notices, policies and procedures for any such personal data that we process in connection with this agreement.

In complying with the applicable data protection laws, we will each:

- implement and maintain all appropriate security measures in relation to the processing of such personal data; maintain a record of all processing activities carried out under this agreement; and
- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data provided to you by PayPal in connection with the PayPal services, excluding personal data collected or obtained by you directly from the customer will be used by you only to the limited extent that is necessary and relevant to the PayPal services and for no other purpose, including marketing purposes, unless you have obtained the prior consent of the customer. You represent, warrant, and covenant that you will provide and/or obtain all necessary disclosures and consents, as applicable, in connection with your data collection and sharing practices with PayPal. You may not disclose or distribute any customer personal data provided to you by PayPal to a third party, unless such third party is your service provider and acting on your behalf (as defined by applicable law).

For further information on collection, retention and use of data for sellers, refer to **Collection, Retention and Use of Data by Sellers**.

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## Translated Agreement

The Japanese translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of the user agreement. In the event of a conflict between the English and Japanese versions of this user agreement, the English version shall apply.

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# PayPal's Business in Japan

## Registrations

PayPal Pte. Ltd. operates its business in Japan under two different registrations and such registrations are governed under the Payment Services Act (Act No. 59 of June 24, 2009).

- Personal accounts: Third Party-type Issuer of Prepaid Payment Instruments
- Premier and business accounts: Funds Transfer business accounts: Funds Transfer Business Operator (Type II Funds Transfer Business)

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## Personal accounts as Prepaid Payment Instruments

- Personal accounts are offered in Japan as a Prepaid Payment Instruments. PayPal value can be purchased using a credit or debit card to charge personal accounts. When a user pays for goods or services, payments in connection with such goods or services are made from the use of balance that has been charged.
- When a payment amount is deducted from the balance, PayPal will be deemed to have collected the relevant amount from the personal account to make a payment in connection with the relevant goods or services to the seller.
- A seller having the right to receive payments from PayPal makes a separate request to PayPal to make payment into the seller's premier or business account, and PayPal, in accordance with such request, will send the relevant amount into the premier or business account of the seller in accordance with the terms of the user agreement.
- Balance in personal accounts can be used to make payments for purchases of goods and services at websites and shops operated by sellers that display the PayPal logo and use PayPal services.
- You can check the balance in your personal account by logging in.
- Withdrawals of amounts in the balance in personal accounts will not be made unless PayPal determines that there is an exception stipulated by the Payment Services Act.
- Please log into PayPal's website at <https://www.paypal.com/jp/> to use your PayPal account.

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## PayPal's obligation to manage personal accounts

Under the Payment Services Act, PayPal is required to manage the sellers as merchants of PayPal's Prepaid Payment Instrument to fulfill its obligation as a facilitator of payments from the buyer to the seller, and as a counterparty to a merchant agreement entered into between PayPal and each of the sellers.

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## Premier and business accounts

- Premier and business accounts are offered in Japan as Type II Funds Transfer Business Accounts. That means that PayPal accepts payments from buyers on behalf of sellers. In the event you are acting as a seller, you agree that once PayPal accepts payments from the buyer, you release and discharge the buyer of any further liability for the amount of the payment.
  - When you click PayPal payment button, PayPal will complete payment/money transfer immediately upon confirming the availability of your funding source sufficient to cover the amount of the payment/money transfer, subject to system maintenance and availability.
  - The PayPal services provided under the Type II Funds Transfer Business registration differ from a money transfer transaction provided by banks. These services do not include accepting deposits, savings, periodical deposits, etc. These services do not constitute payment of insurance money as set out in Article 53 of the Deposit Insurance Act or Article 55 of the Agricultural and Fishery Cooperation Savings Insurance Act.
  - PayPal takes security measures by depositing a performance guarantee with the Tokyo Legal Affairs Bureau in a manner stipulated by the Payment Services Act. PayPal's customers are protected by this performance security deposit system under the Payment Services Act, and in the unlikely event that refunds to customers are required, the system will make such refunds using the performance guarantee.
  - When sending money to a friend or family member, the customer will have the right to receive a refund from the performance guarantee until the transfer of money is made from the sender to the recipient in accordance with procedures prescribed by PayPal. In addition, if you use your balance in your PayPal account to purchase goods or services, you also have the right to receive such a refund until PayPal deducts the equivalent balance in your PayPal account from your account.
  - You shall not use the PayPal services for payments that need to be approved by the Ministry of Finance or the Ministry of Economy, Trade and Industry under the Foreign Exchange and Foreign Trade Act (Act No. 228 of December 1, 1949).
  - PayPal acts as a payment service provider only. We do not:
    - Act as an escrow agent with respect to any funds kept in your account;
    - Act as your agent or trustee;
    - Enter into a partnership, joint venture, agency or employment relationship with you;
    - Guarantee the identity of any buyer or seller;
    - Determine if you are liable for any Taxes, unless otherwise provided herein; or
    - Unless otherwise expressly set out in this agreement, collect or pay any Taxes that may arise from your use of our services.
  - The maximum amount per transaction that can be allowed using a premier or business account is one million Japanese Yen (¥1,000,000 JPY) or an equivalent amount in other currencies.
  - To use the PayPal service, you will be charged fees as set out in the **Fees page**.
  - Please log into PayPal's website at <https://www.paypal.com/jp/to> to use your PayPal account.
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## Exclusion of Antisocial Forces

- All users of the PayPal services each represents and warrants that the user is not currently an organized crime group, a member of an organized crime group, a person who stopped being a member of an organized crime group less than five (5) years ago, a quasi-member of an organized crime group, a person having a close relationship with an organized crime group or a member of an organized crime group, an organized crime affiliated enterprise, a 'Sokaiya' corporate extortionist or the like, an organized crime group feigning advocacy of a social movement etc., 'specialized knowledge' organized crime group (tokushu-chino-boryoku-shudan) or the like, or other party commensurate thereto (hereinafter referred to as a "Member of an Organized Crime Group, Etc."), and that the user does not fall under any one of the following, and firmly promises that the user will not fall thereunder in the future:
  1. The user has a relationship where it can be found that a Member of an Organized Crime Group, Etc. has control over its management;
  2. The user has a relationship where it can be found that a Member of an Organized Crime Group, Etc. has substantial control over its management;
  3. The user has a relationship where it can be found that the user unjustly utilizes a Member of an Organized Crime Group, Etc., for example, for the purpose of gaining unjust profits for himself/herself, his/her company or a third party, or for the purpose of inflicting damages on a third party;
  4. The user has a relationship where it can be found that there is an involvement with a Member of an Organized Crime Group, Etc., for example, providing funding or other conveniences; or
  5. The user's officer or a person substantially involved in its management has a socially unacceptable relationship with a Member of an Organized Crime Group, Etc.
- The user promises that it will not engage or cause a third party to engage in acts that fall under any one of the following:
  1. Make violent demands;
  2. Make unjust demands beyond the scope of legal liability of PayPal;
  3. Use threatening language or actions, or violence in connection with transactions;
  4. Disseminate rumors, or use fraud or force to damage the credit of PayPal, or interfere with the business of PayPal; or
  5. Engage in acts otherwise commensurate to any of the foregoing.



- In the event the user is the equivalent of a Member of an Organized Crime Group, Etc. or any of the respective types set out in the first paragraph or engages in any of the acts of the respective types set out in the preceding paragraph, or it is discovered that false statements were made with regard to the representations, warranties and promises under the provisions of the first paragraph and the commencement of continuation of transactions with the user is inappropriate, PayPal, if prior to the execution of this user agreement, shall be entitled to refuse to enter into this user agreement with the user, or if after the execution of this user agreement, shall be entitled to immediately suspend transactions with the user, and without requiring any peremptory notice shall be entitled to cancel this user agreement by providing the user with notice thereof.
- In the case prescribed in the preceding paragraph, the user, when demanded by PayPal, shall have all the obligations it owes PayPal accelerated, and shall immediately repay these obligations. This user agreement shall expire when the obligations are repaid to PayPal.
- The user shall make no claims against PayPal even when the user has suffered damages through the application of the provisions of the preceding paragraph. In addition, the user shall be liable for the damages suffered by PayPal.

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## Important Contact Information

- PayPal receives complaints and inquiries in regards to the PayPal services at the following:

PayPal Network Information Services (Shanghai) Co., Ltd.

19F, Lujiazui Financial Plaza, No. 1217, DongFang Rd., Pudong, Shanghai, 200127, China

Teleperformance Malaysia Sdn. Bhd.

170-11-01, Livingston Tower, Jalan Argyll, Georgetown, 10050 Penang, Malaysia

Contact

(0120) 271-888

(03) 6739-7360

- PayPal is a member of the Japan Payment Service Association. The Association may be reached by calling 03-3556-6261.
- Alternate dispute resolutions can be initiated by calling one of the following numbers:

Tokyo Bar Association Dispute Resolution Center (Telephone: 03-3581-0031)

Daiichi Tokyo Bar Association Arbitration Center (Telephone: 03-3595-8588)

Daini Tokyo Bar Association Arbitration Center (Telephone: 03-3581-2249)

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## Disclosure of Safeguarding Arrangements under Singapore law

This section provides information about how PayPal safeguards funds we receive from or on account of customers (“your funds”) as required by law in Singapore, unless the Exceptions set out below apply.

We safeguard your funds by depositing them into a trust account(s) in our name with a bank or other safeguarding institution in Singapore.

We also use the same trust account(s) to safeguard funds we hold for other customers, which means:

- Funds from different customers are commingled in the trust account(s).
- It is not possible to identify or isolate part of the funds in the trust account(s) as belonging to any particular customer.
- If the safeguarding institution(s) became insolvent or is unable to meet its obligations, there is a risk you might not be able to recover some or all funds in the trust account(s) that we hold on your behalf.

You agree that we are entitled to all interest payable on funds in the trust account(s).

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## Exceptions

Where you reside outside Singapore (including if you are an entity that is not established in Singapore and does not carry on business in Singapore), the safeguards described above do not apply to your funds, except when you withdraw balance in your PayPal account to a Singapore bank account and the funds remain in transit.