

PayPal Platform Seller Agreement

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In a nutshell – HOW DO YOUR PAYMENTS WORK?

You have a direct payment relationship with PayPal for the payments you receive on your Platform. Your Platform helps you manage your incoming funds – you will login through the Platform, and you grant the Platform permission to receive and make all notices on your behalf, but they're still your incoming funds, and PayPal operates payments for you in the background.

Your Platform may deduct the amounts due to the Platform from your payments – fees, taxes and other amounts, and they will also trigger the payouts of your funds to your bank account or other payout destination.

For this service, you don't pay any payment fees to PayPal.

This PayPal Platform Seller Agreement (this "Agreement") is between PayPal (Europe) S.à r.l. et Cie, S.C.A. ("PayPal") and you, provided that you have a PayPal business account subject to and as required by the Luxembourg [User Agreement](#). The Agreement governs your use of the services provided by PayPal on or through a third-party platform or platform on which you are accepting this Agreement (the "Platform", the provider of the Platform the "Platform Provider"), including accepting payments for goods or services, donations as well as other related services on the Platform.

Please check the [Policy Update](#) page on the "Legal" landing page of the PayPal website. Any future changes to this Agreement displayed on that page are incorporated by reference into this Agreement and take effect at the time indicated in such Policy Update. We may also update this Agreement (or any of the referenced agreements) in the future in accordance with Section 8.4 below– note that we'll only send notice of such future updates to your Platform Provider as your agent. If you do not wish to accept such changes, you must close your Platform Seller Account in accordance with Section 8.4 below.

This Agreement is provided to you and concluded in English only. We recommend that you store or print-off a copy of the Agreement (including all referenced documents) for your records.

Our use of Your personal data is governed by the [Privacy Statement for PayPal Services](#).

1. TERMS INCORPORATED BY REFERENCE.

1.1. You hereby agree to the terms of the [PayPal User Agreement](#), as amended from time to time, including the terms and policies referenced therein, provided that the functionality of our PayPal Account is limited as described in this Agreement.

1.2. Additional terms for Alternative Payment Methods. If you accept payments using any Alternative Payment Methods on the Platform, you further agree to the [Alternative Payment Methods Terms](#) as amended from time to time, in relation to such Alternative Payment Methods.

1.3. Additional terms for Direct Card Payments. If you accept direct Online Card Payments on the Platform, you agree to the [PayPal Online Card Payment Services Agreement](#) as amended from time to time, in relation to any direct and unbranded card payments received by you through PayPal on the Platform.

1.4. Privacy Statement for PayPal Services

In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions referenced herein, the terms and provisions of this Agreement shall prevail.

2. PLATFORM SELLER ACCOUNT, PAYPAL SERVICES AND PLATFORM PROVIDER SERVICES

2.1. Platform Seller Account. “Platform Seller Account” is a PayPal Account subject to certain limitations, restrictions and requirements set out in this Agreement. For the avoidance of doubt, the Platform Seller Account is not a payment account within the meaning of the payment services directive.

2.2. PayPal Services. “PayPal Services” or the “Services” means the services as described in the PayPal User Agreement subject to the changes, limitations, requirements and/or specifications stipulated in this Agreement. PayPal provides the Services for your use solely on the Platform and subject to the terms and conditions of this Agreement, in particular Section 3. In brief, this means that this specific type of PayPal Account is in your name but can only be accessed and operated by the Platform Provider, on your behalf, and used to receive funds related to your sales on the Platform.

2.3. Platform Services. The Platform Provider may provide certain services to you in relation to the PayPal Services. Examples of services the Platform Provider may provide include, but are not limited to, the following: helping you create your Platform Seller Account; provide customer service, assisting with refund and dispute services for transactions involving your Platform Seller Account to the extent this does not involve acting on behalf of your joint customers; providing dashboards and other tools on the Platform that may allow you to manage certain aspects of your Platform Seller Account; and providing technical services, as related to the Services. The services provided by the Platform Provider are governed by your agreement with the Platform Provider and are not provided by PayPal. Any dispute you might have with the Platform Provider concerning services that the Platform Provider provides are between you and the Platform Provider; PayPal will not be responsible or liable for the Platform Provider’s failure to provide those services as agreed. PayPal is not an e-commerce platform or Platform Provider, and only provides the PayPal Services.

2.4. Seller Protection. The Platform Provider may provide certain seller protection programs or other policies designed to promote successful transactions. However, PayPal’s Seller Protection

Program does not apply to PayPal Platform Seller Account transactions.

2.5. Pricing. The pricing for your use of the Services on the Platform is set forth in your agreement with the Platform Provider. PayPal does not determine and is not responsible for Platform Provider fees charged to you. Whether disclosed separately by the Platform Provider or by PayPal, you promise to pay such fees and your payment of such fees constitutes valid consideration for purposes of this Agreement between you and PayPal.

2.6. Pre-approval for Payments to Platform Provider. You hereby agree that Platform Provider can charge your Platform Seller Account balance and incoming funds any Platform Provider's fees and amounts payable to Platform Provider communicated to us by the Platform Provider. Such fees and amounts may also contain PayPal charges as part of providing the PayPal Services to you.

You are responsible for such payments to Platform Provider even if there are insufficient funds to cover such fees in your Platform Seller Account balance. If your Platform Seller Account balance is not sufficient to cover the fees, you authorize PayPal to debit immediately the amount owed from your Settlement Account, as more fully described below. In the event that PayPal is unable to recover any fee amount that is due from your Platform Seller Account, PayPal may terminate your use of the PayPal Services within 30 days of the date that the fee was due, and you will remain obligated to pay PayPal for any unpaid amounts. If you want to cancel the authorization for the future, you can close your account with the Platform. The section of the User Agreement regarding pre-approved Payments applies accordingly.

2.7. Settlement Account and Payouts from PayPal. Unless otherwise agreed with the Platform Provider, PayPal will arrange to settle funds to the bank account or other financial account that you designate on the Platform and as provided to us by the Platform Provider (the "Settlement Account"). A positive balance in your Platform Seller Account, net of any deductions, set-off or debit of amounts owed to us and/or the Platform Provider, will result in settlement to your Settlement Account (a "Payout") and an insufficient balance in your Platform Seller Account will permit us to initiate immediately a transfer from the Settlement Account in the amount of the outstanding balance ("Applicable Amount"). You agree that we may debit your Settlement Account for the Applicable Amount, and/or setoff the Applicable Amounts against future Payouts. Payouts to your Settlement Account, including timing of the Payout, will be in accordance with your arrangement with your Platform Provider and subject to Section 3 below. We may reduce the amount transferred to your Settlement Account by the amount of fees, fines, and amounts owed to us or the Platform Provider for any reason. You affirm that you are the owner of the Settlement Account authorized to initiate settlements to and debits from the Settlement Account.

2.8. Suspension of Payouts. We reserve the right to suspend Payouts to you. Examples of situations where we may do so are: (i) when we are instructed to do so by the Platform Provider, on your behalf, subject to any restrictions under the applicable law; (ii) where we have reasonably determined that there are pending, anticipated, or excessive chargebacks, refunds, reversals, disputes or invalidated payments; (iii) in the event that we suspect or become aware of suspicious activity; or (iv) where we are required by Laws or court order or where we can suspend or hold payments under the terms of the User Agreement. We have the right to withhold Payouts upon termination of this Agreement if we reasonably determine that obligations to us might arise after termination of this Agreement (such as if a payment to you is reversed or charged back) or that we

may incur losses resulting from credit, fraud, or other legal risks associated with your Platform Seller Account. If we exercise our right to withhold a Payout, we will work with your Platform Provider to communicate the general reason for withholding the Payout and give you a timeline for releasing the funds and any necessary steps you're required to take.

3. TECHNICAL SERVICE REQUIREMENTS, COMPLIANCE, AND SERVICE LIMITATIONS AND RESTRICTIONS

3.1 Technical Service Requirements. Our Services are provided subject to the technical service requirements stipulated in Section 3.2, Section 3.3, Section 3.4 and Section 3.5 below:

3.2 You agree to hereby appoint the Platform Provider as your exclusive agent to:

- a. submit to us a payment instruction via the API integration between PayPal and the Platform Provider which shall be deemed as if submitted and authorised by you and/or on your behalf;
- b. submit to us an instruction for a split payment via the API integration between PayPal and the Platform Provider which shall be deemed as if submitted and authorised by you and/or on your behalf. An instruction for a split payment is your request to us to: (i) deduct a certain amount due to the Platform Provider by you (Platform Provider's fees) from the payment due by PayPal to you in relation to your sales payment transactions, and (ii) to arrange for this specific amount to be paid by us directly to the Platform Provider on your behalf;
- c. submit the refund request to us via the API integration between PayPal and the Platform Provider which shall be deemed as if submitted and authorised by you and/or on your behalf; and
- d. instruct us on your behalf via the Payout API integration to release the payment transaction funds to your Platform Seller Account, after they have been put on hold. Such instruction from the Platform Provider to us on the release of the payment transaction funds to your Platform Seller Account cannot be discretionary and you must agree with the Platform the objective criteria under which the Platform will trigger the release of the funds. Where the Platform has not instructed us to release the payment transaction funds to your Platform Seller Account after a period of twenty-eight (28) days, we shall initiate such a release automatically. In case of an exceptional arrangement between you and your Platform Provider, PayPal may decide, in its sole discretion, to extend this twenty-eight (28) day period to up to ninety (90) days.

3.3 You further agree:

- a. that we may automatically put on hold and make unavailable to you the payment transaction funds, after they have been credited to your Platform Seller Account, until the earlier of the two events take place: (1) we receive the Payout API instruction from the Platform Provider, or (2) a period of twenty-eight (28) days from the date of the payment transaction expired (or a period of up to ninety (90) days under the circumstances mentioned in Section 3.2 (d) fourth sentence); and

b. that PayPal may share information, such as financial and transaction data, with the Platform Provider as necessary for the provision of the Services. This data may include Personal data. “Personal data” means information that can be associated with an identified or identifiable natural person. Personal data can include, but is not limited to, name, postal, address, telephone number, email address, payment card number, other financial account information, account number and date of birth.

3.4 You hereby agree as a principal to confer the authority to the Platform Provider as your exclusive agent to:

- a. access your Platform Seller Account, and perform any and all actions therein in your name, on your behalf and instead of you, that a Primary PayPal Account User can perform, subject to this Agreement and any restrictions under the applicable law;
- b. communicate with us as your sole representative, in relation to your Platform Seller Account and that any such communication in writing shall be considered as if received from and/or communicated to you directly, subject to this Agreement and any restrictions under the applicable law. As representative, the Platform Provider shall be released from any restrictions of self-contracting under any applicable local laws.

3.5 You acknowledge that to the extent permissible by law we shall not be liable for any delays and/or errors in the execution of the payment transactions caused directly or indirectly by the technical or other issues due to the Platform Provider and/or its technical integration with PayPal. You further agree to take full responsibility to the extent permissible by law of the actions or omissions of the Platform Provider, as stipulated in Sections 3.1 to 3.4 inclusive, when acting in your name and on your behalf in performing certain of your obligations when receiving PayPal Services from us.

3.6 You agree that you can use our Services only if you have a Luxembourg PayPal business account and provided that PayPal Services stipulated in this Agreement are offered in Luxembourg.

3.7 Should you decide not to comply with the technical service requirements stipulated in Sections 3.1 to 3.4 inclusive, you will no longer be able to receive PayPal Services via the Platform. You will in that case need to liaise with us to organise a direct technical integration of your website with PayPal systems in order to be able to continue receiving our payment services.

4. DATA SHARING

You understand and agree that your Platform Provider and PayPal will share certain information about you, including Personal Data as described in 3.3, and activity on your Platform Seller Account, your transactions and any other information necessary to facilitate your use of the Services or our provision of the Services. Where PayPal receives Personal Data, it will be processed in accordance with the [PayPal Privacy Statement](#) and the [Banking Regulations Notice](#) for Customers in the EEA included in the Privacy Statement.

You further acknowledge that information we share with your Platform Provider will be used and disclosed in accordance with the Platform Provider’s privacy practices.

5. REPRESENTATIONS AND WARRANTIES

5.1 You represent and warrant that you have the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against you and no provision requiring your performance is in conflict with your obligations under any agreement to which you are a party. If you are agreeing to the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity. If you are agreeing to these terms in your personal capacity, you represent and warrant that you are of legal age.

5.2 You represent that you are, and at all times during the term you further warrant that you will continue to be, duly organized, authorised and in good standing under the laws of the state, region or country of your organization and duly authorized to do business in all states, regions or countries in which you operate.

5.3 You represent and warrant that all information you provide to us directly or through the Platform, including any information you provide about individuals who own or control you company, is complete and accurate and that you will keep the information up to date on the Platform.

5.4 You represent and warrant that the Services are being used for business purposes only and not for personal, family or household purposes.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence when you begin using the applicable Platform services and shall continue for as long as you are enabled to use the Services on the Platform or until terminated as set forth herein.

6.2 Termination by you. You may terminate this Agreement at any time by closing your Platform Seller Account, which you can do by instructing the Platform Provider to log into your Platform Seller Account and follow the instructions therein for termination.

6.3 Termination by PayPal. PayPal may terminate this Agreement or suspend services to you at any time if any of the following occurs: (1) we are required by a payment network association, an acquiring bank, or an order from a regulatory body to cease providing services to you or to limit services to you; (2) we believe that you have breached this Agreement; (3) we determine that your use of the PayPal Services carries an unacceptable amount of risk, including credit or fraud risk, to us or to any third party; or (4) any other legal, reputational, or risk-based reason exists, in PayPal’s sole discretion. We may also terminate this Agreement by providing you with the two months’ prior notice. In both cases, whether a termination is with cause or for convenience, you accept that a notice sent from us to the Platform Provider shall be accepted by you as a due notice of termination of this Agreement.

6.4 Effect of Termination. After termination by either party as described above, you shall no longer have access to, and shall cease all use of the PayPal Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees, costs, penalties, chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

7. INDEMNIFICATION, LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES

In relation to the limitation of liability, indemnification and disclaimer of warranties, please refer to the following provisions of the User Agreement which shall apply *mutatis mutandis* to this Agreement and for the avoidance of doubt the reference to the Service(s) shall be read to refer to Service(s) as defined by this Agreement: [Limitation of liability](#), [No warranty](#) and [Indemnification](#).

8. GENERAL TERMS

8.1 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

8.2 Waiver. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

8.3 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement without the written consent of PayPal. PayPal may assign this Agreement in its sole discretion without your written consent.

8.4 Amendment. We may at any time amend, delete or add to this Agreement, including the fees and other amounts which apply to your Platform Seller Account (a "Change") by giving notice of such Change by e-mail or other electronic transmission to Platform Provider as your representative. A Change will be made unilaterally by us and you will be deemed to have accepted the Change after the Platform Provider as your representative has received notice of it. We'll make a two months' notice of any Change with the Change taking effect once the two months' notice period has passed, except that the two months' notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice and shall be effective immediately. If you do not accept the Change, you must close your Platform Seller Account. If you do not object to a Change by Platform Provider closing your Platform Seller Account within the two months' notice period, you will be deemed to have accepted it. While you may close your Platform Seller Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to

terminating this Agreement and please further note our rights under section 7 (Term and closing Your Account) of the User Agreement.

8.5 Independent Contractors. The relationship of PayPal and you is that of independent contractors. Neither you nor any of your employees, consultants, contractors or agents are agents, employees, partners or joint ventures of PayPal, nor do you or they have any authority to bind PayPal by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

8.6 Contracting Entity. "PayPal," "we," or "us" in this Agreement means PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349), duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended (the "Law") and is under the supervision of the Luxembourg financial sector authority, the Commission de Surveillance du Secteur Financier.

8.7 Notices to you. You accept that any and all notices required by this Agreement will be provided to the Platform Provider as your representative. You agree that electronic notices and disclosures have the same meaning and effect as if we had provided you with a paper copy.

8.9 Entire Agreement. This Agreement, including all the documents referred to herein, sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.