

# PAYPAL USER AGREEMENT

About Your Account

Last updated on 7 October 2024

## Welcome to PayPal!

This user agreement is a contract between you and Limited Liability Company Non-Banking Credit Institution PayPal RU, a credit institution established under Russian law, located at Butyrskiy Val 10, 125047, Moscow, Russian Federation, and operating under the licence of the Central Bank of Russia No. 3517-k, governing your use of your PayPal account and the PayPal services. This agreement applies only to PayPal accounts of residents of the Russian Federation. If you are an individual, you must be a resident of the Russian Federation and at least 18 years old to open a Russia PayPal account and use the PayPal services. If you are a business or an individual entrepreneur, you must be registered in accordance with the legislation of the Russian Federation to open a PayPal account and use the PayPal Services.

Please read carefully all of the terms and conditions of this user agreement, including the **Key Risks and Terms**, the and each of the other agreements that apply to you.

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 **Acceptable Use Policy** and each of the other agreements on the **Legal Agreements** page that apply to you.

- **Acceptable Use Policy**
- **Fees page**

We may amend this agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it on our website, 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.

If you do not agree to the revised terms and conditions, you must stop using the PayPal services and close your account. This user agreement will continue to apply to your previous use of our services.

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## Opening an Account

We offer two types of accounts: PayPal personal accounts (or “personal accounts”) and PayPal business accounts (or “business accounts”), both covered by this user agreement.

All PayPal accounts let you make cross-border payments like:

- **Send** and **receive** cross-border payments.
- **Buy** things online, using mobile devices or in stores.
- Make cross-border payments using your credit card, debit card, pre-paid card, PayPal balance or other funding sources, when available.

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 IDs, mailing address, email address, contact information and other details current in your PayPal account profile.

By opening an account, you confirm that you are acting on your own behalf (or in the case of a business account, the account holder) and not on the behalf of any third-party beneficiary or beneficial owner.

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### Personal accounts

If you primarily make purchases and send personal transactions to family and friends, a personal account is right for you. With a personal account you can do things like:

- Send personal transactions to and request personal transaction from friends and family.

- Buy goods and services.

Unless you conduct commercial or business activities, you can also use a personal account to receive payments for the sale of goods and services; if you plan to use your PayPal account primarily to sell things, you should consider a business account.

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## Business accounts

Business accounts are for legal entities and individual entrepreneurs registered in accordance with the legislation of the Russian Federation, which have an e-mail address. Business accounts use PayPal for a business or commercial activity, to receive online payments for the sale of goods or services, or to receive donations. Business accounts are not eligible to receive “personal transactions”.

With a business account, you can do things like:

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

Business accounts may be subject to fees that differ from the fees applicable to personal accounts.

By opening up a business account, you certify to us that you are using it primarily for a business or commercial purpose.

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## Identification and Account Restrictions

To open and use a PayPal account, you must provide us with information and documents we require to verify your identity using either a simplified identification method or a full identification method.

- If we verify your identity using the simplified identification method, you will be subject to the following account restrictions: you can only hold balance in Rubles and your balance cannot exceed 60,000 Rubles (or other currency equivalent) at any point in time;
- if you receive an e-money transfer in a currency other than Rubles it will be automatically converted into Rubles;
- you cannot transfer to a personal account more than 15,000 (or other currency equivalent) Rubles in one transaction;
- you cannot transfer to a business account more than 60,000 (or other currency equivalent) Rubles in one transaction;
- the total amount of e-money transfers made by you or received by you, to or from personal accounts cannot exceed 40,000 Rubles (or other currency equivalent) during a calendar month;
- the total amount of e-money transfers made by you or received by you, to or from business accounts cannot exceed 200,000 Rubles during a calendar month.

**If we verify your identity using the full identification method, the above restrictions will be changed as follows:**

- your balance cannot exceed 550,000 (or other currency equivalent) Rubles at any point in time; and
- you cannot transfer more than 550,000 (or other currency equivalent) Rubles in one transaction.

It is possible to hold balance in foreign currency only if you pass the full identification requirements.

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## Restrictions for business accounts

From your business account, you cannot send to or receive funds from other business accounts.

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## Commercial Entity Agreement

If the activity through any type of PayPal account you hold reaches certain thresholds or involves certain business segments or activities, you are required to agree to a Commercial Entity Agreement to allow you to continue accepting Visa and MasterCard payments. In this case, these **Commercial Entity Agreement** will apply to any payment processed by PayPal on your behalf and will form part of this user agreement.

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## Third Party permissions

You must be the beneficial owner of your PayPal account, and conduct business only on behalf of yourself. You may expressly grant, remove and manage permissions for some third parties to take certain actions on your behalf. In some cases, you can do this when logged into your PayPal account. In other cases, you can do this directly with the third party. You acknowledge that if you grant permission for a third party to take actions on your behalf, we may disclose

certain information about your PayPal account to this third party.

You may permit third party service providers licensed by applicable law to:

- provide account information services to access information about your account on your behalf;
- confirm whether an amount necessary for the execution of a card-based payment transaction is available on your account; or
- provide payment initiation services to initiate payments from your account on your behalf.

Granting permission to any third party to access your PayPal account in any way does not relieve you of any of your responsibilities under this user agreement. You are liable to us for the actions that you authorise the third parties to carry out. You will not hold us responsible for, and you will indemnify us from, any liability arising from the actions or inactions of such third parties in connection with the permissions you granted, subject to your mandatory legal rights.

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## Closing Your PayPal Account

You may close your account and terminate your relationship with us at any time without cost, 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 PayPal 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 Funding Source

You can link or unlink a credit card, debit card or prepaid card to your PayPal account as a funding source. All funds in your PayPal account are e-money.

You can use a funding source as a way to obtain electronic money in your account. We may limit the availability of your funding sources to manage our risk.

You are responsible for keeping your funding source 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 funding source from your PayPal account. If we update your funding source, we will keep any preference setting attached to such funding source.

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### Your continuous permission for us to charge your funding sources

By linking a funding source to your PayPal account, you give us continuous permission to automatically charge your funding source (subject to this user agreement and the terms of any mandate used by the provider of that funding source to set up and maintain that authority) to obtain funds to cover the payment amount (plus all transaction fees payable to us) when you use your account to send a payment to another user.

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## Holding a PayPal Balance

Any PayPal balance you hold represents the amount of e-money available for paying out from your account.

PayPal will not provide you any credits or loans to increase your balance. You will not receive interest or any other earnings on the e-money balance in your account, because Russian law forbids paying interest on e-money.

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## Adding or Withdrawing Funds

## Adding funds to your balance

You may use the funding sources linked to your PayPal account to fund transactions you make using your PayPal account and you don't need to have a PayPal balance in advance to buy something or send payments.

However, if you want to add funds to your balance, you can receive an e-money from another PayPal user or, if you have personal account, obtain e-money from us by cash advance to one of our **partners**.

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## Withdrawing funds from your balance

If you have a PayPal balance, you may withdraw it by transferring it to a bank account linked to your PayPal account.

You may withdraw your PayPal balance in Rubles only. Any PayPal balance held in another currency will be converted at the time of your withdrawal. Our transaction exchange rate, including our **currency conversion fee**, will be used.

If you have a business account and the amount of your balance exceeds 550,000 Rubles (or other currency equivalent) at the end of a business day, we will initiate a transfer of the amount which exceeds the limit your exceeding balance to your bank account. We will first use your balance in Rubles and then, if needed, your balance in other currencies (in equal proportions from each balance in the foreign currency).

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 authorised 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. We will not account. We will not charge a fee to make a transfer to your bank account.

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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**.

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## Currency conversion choices

When your payment is funded by a credit card, or debit card and PayPal determines a currency conversion is necessary, you consent to and authorise PayPal to convert the currency in place of your debit or credit card issuer. You may have the right to have your card issuer perform the currency conversion, 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 PayPal balance or linked bank account is used as the funding source.

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## Account Statements

You have the right to receive an account statement showing your PayPal account activity. You may view your PayPal account statement by logging into your PayPal account.

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## Sending Payments and Buying

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

## Sending funds

You can send funds to a friend or family member using the send money feature in your PayPal account (sometimes called “personal payments” or “peer-to-peer/P2P payments”). You can send funds to a friend or family member and you can choose which **funding source** you want to use. Receiving funds from a friend or family member is described under **Receiving Funds**. The total amount of e-money transfers made by you to recipients located outside Russia may not exceed 5,000 U.S. Dollars (or other currency equivalent) per day.

We may, at our discretion and in line with the regulatory obligations, impose limits on the amount of funds you can send, including funds you send for purchases. 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 limits.

When you send funds to a friend or family member, one of three things may happen: they may accept, decline or fail to claim the funds. If they either decline to accept the funds or don't claim it within 30 days of the date it is sent, the funds (including any fees you were charged) will be refunded to:

- The original funding source you used for the transaction, if you used a credit card or debit card as the funding source, or
- Your PayPal balance, if you used your PayPal balance as the funding source.

We may allow you to provide your payment instruction to us in any way which we may notify to you from time to time. The way in which you provide your payment instruction can depend on the type of payment you are making – for example:

- If you are paying for a purchase or making a donation, many sellers and/or fund collectors allow you to provide your payment instruction to us in a dedicated PayPal checkout or other PayPal payment collection integration on their site.
- You can use the “Send Money” feature when you log into your PayPal account to send a payment to someone.

We may require you to authenticate your instructions (i.e. give us information that we need to be sure that it's you giving us the instructions).

Your payment becomes final and irrevocable once we accept and execute your payment instruction.

We will immediately notify you that your payment instruction is received, delayed, cancelled, accepted and executed via account profile and by email.

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## Receiving funds

If a friend or family member sends funds to you, the funds will appear in your PayPal balance. To receive funds 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 funds into another currency. Certain currencies can only be received by converting the funds into another currency that PayPal allows you to hold. If the funds are converted, PayPal's transaction exchange rate (including our **currency conversion fee**) will be used.

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## Fees for Sending Funds to Friends and Family

The fees applicable to sending funds can be found on our **Sending Money table** and will be disclosed to you in advance each time you initiate a transaction to send funds to a friend or family member. If you convert funds in your PayPal balance from one currency to another before sending funds, PayPal's transaction exchange rate (including our **currency conversion fee**) will be used. And, if you use your credit card as the funding source when sending funds, you may be charged a cash-advance fee by your card issuer.

If you send funds to a friend or family member from a third party (non-PayPal) website or by using a third party's product or service, then the third party will determine if the sender or recipient pays the fee. This will be disclosed to you by the third party before the payment is initiated.

You can also use the send money feature in your PayPal account to pay for good or services. You will not be charged any transaction fee for sending funds to purchase goods or services as long as you choose the “send money to pay for goods and services” feature in your PayPal account. In that case, the seller will pay the fees. You must not use the “send money to a friend or family member” feature in your PayPal account when you are paying for goods or services.

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

### How to buy something

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 funds in your PayPal balance, or using any **funding source** linked to your PayPal account. This includes, for example:

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

If the seller you are buying from sells goods or services and that seller does not already have a PayPal account, they can claim your payment by opening a PayPal account. If they don't open a PayPal account within 30 days, your purchase will be refunded.

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

When you authorise 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 authorisation of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the funding source, your debit or credit card issuer also may show a pending authorisation 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 card, debit card issuer may also charge you a separate fee for cross border 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. 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 funding source 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 authorisation 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," "preauthorised debit or PAD", "preauthorised 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 funds for the purchase or have additional obligations to the seller for any goods or services that you receive but have not paid for.

If you have given advance authorisation, either to a seller or to PayPal, that permits a seller to take or receive payments from your PayPal account on a regularly recurring basis (for example, every month or otherwise on a routine billing cycle).

If you have authorised 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 payment will typically be refunded to the original funding source you used for the transaction if you used a credit card, debit card or PayPal balance. If you used a bank account as the funding source for the transaction, we will refund the payment to your bank account, or to your PayPal balance 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 funds will be refunded to your PayPal balance.

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.

Funds will be refunded in Rubles.

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## Funding Source Used for My Transaction

### Selecting a preferred funding source

You can choose any of the funding sources in your PayPal account as your preferred funding source. You can select a preferred funding source in your account preferences on [www.paypal.ru](http://www.paypal.ru) or in the PayPal app. There may be times when your preferred funding source cannot be used, for example, if you select a credit card that is expired.

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

If you have chosen a preferred funding source, it will be shown as the primary method of payment.

The availability of certain funding sources 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 funding source, or your preferred funding source is unavailable, we will show you available funding sources, including the funding source 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 funding sources, or add a new one, and select a funding source during the transaction.

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### Backup funding source

Certain one-time online transactions may require that a backup funding method be used in the event that your selected or preferred funding source 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 funding source, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on your backup funding source.

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### Sending funds to friends and family

When you send funds to friends and family using your PayPal balance (if available) or your bank account, we waive all fees, so we always show you these payment options first, even if you have a set preferred funding source for your online purchases. Remember, you always have the choice to select any funding source in your PayPal account by clicking the "Change" link on the Send Funds page. If you select a funding source with a fee, we will always show you the fee before you send funds.

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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 funding source for future purchases with a particular seller either at the time of creating the agreement or in your account settings on [www.paypal.ru](http://www.paypal.ru). For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost.

If your chosen funding source is unavailable (e.g. credit card expired), a particular agreement with a seller does not provide for the ability to specify a funding source, or if you have not designated a funding source for future transactions with a seller, the funding source used will be in the following order, if applicable: 1. Preferred funding source; 2. balance; 3. debit card; 4. credit card.

You can cancel any agreement in your account settings on [www.paypal.ru](http://www.paypal.ru).

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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 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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## Selling and Accepting Payments

# Accepting Payments

## Receiving payments

If you use your PayPal 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 funds using the “send funds to a friend or family member.” 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 or Braintree 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 funding source. 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 funding sources or marks at least on par with any other funding sources 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 funding sources at your points of sale. Further, you must not present any funding source or mark upstream (or at an earlier point in the checkout experience) from the presentment of any of PayPal’s services or marks

In representations to your customers or in public communications, you must not mischaracterise any PayPal service as a funding source or exhibit a preference for other funding sources 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 funding source. If you enable your customers to pay you with PayPal, whenever you display or exhibit the funding sources 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 funding sources.

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## Taxes, information reporting

Some of our fees may be subject to applicable taxes, levies, duties or similar governmental assessments, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “taxes”) and, unless expressly noted, our fees are exclusive of applicable taxes. 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.

Notwithstanding the above, PayPal may request that you provide your tax identification number and/or other tax-related documentation or information. If you do not provide PayPal the requested information or documentation, you understand and agree that you may be subject to account limitations and withholding tax at the applicable rates on gross payments received. PayPal will send such withholding taxes to the appropriate tax authorities and cannot refund those amounts.

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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.



## 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** program requirements. We will notify you by email and/or through your PayPal account.

## 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 authorised. 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.

## 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.

## Card not present transactions

Whenever a buyer uses a debit or credit card as the funding source 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.

## Accepting preauthorised payments

As a seller, you can accept payments from a buyer's account through preauthorised 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 preauthorised payments from buyers:	
You must:	You must not:
Get each buyer's prior authorisation for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorisation, if a buyer has stopped or canceled a preauthorised payment.
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorised 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 Payments

## Standard transactions fees

Your PayPal transaction fees depend on:

- the country of the buyer's account or the currency of their card;
- whether you are a registered as a charity

The fees you pay when selling goods or services or receiving donations, and the buyer pays using their PayPal account (or using another authorised wallet) can be found on the **Merchant Services Fees table** with the fees applicable to charitable organisations found on the **Charitable Organisations Fees table**. Please note that we may adjust the fees applicable to future transactions that you process using PayPal. We will provide you at least 14 days' advance notice of any fee increase or the introduction of a new type of fee.

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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 \$10. In order to qualify, you must have a PayPal account that is in good standing (for example, no limitations or negative PayPal balance) 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.

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## PayPal Payouts

If you are using PayPal Payouts (formerly Mass Pay), the terms of the **PayPal Payouts Agreement** 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 unauthorised 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 **Dispute fee**). 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 your PayPal balance 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 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's Buyer Protection claim submitted to us by a buyer, including as a result of your failure to respond in a timely manner.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for **PayPal's 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 unauthorised.
- 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 your PayPal balance doesn't cover the payment amount due

plus the fees, we may use any of the funding sources linked to your PayPal account to cover the amount due. If the funding sources linked to your PayPal account don't cover the amount due, this will result in a negative PayPal balance. A negative PayPal balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your PayPal balance 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** 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 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 amount of **Dispute fee** 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 **Unauthorised 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 **Unauthorised 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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## 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 PayPal's Buyer Protection programs 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 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. In some cases, you may not receive the item back.
- The Buyer Protection claim will only be considered fully resolved if:
  - the refund to a buyer is processed through PayPal or Venmo, 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.
- PayPal will not arrange for or require a return of merchandise if you fail to respond to the case for a Significantly Not as Described Claim
- You may be required to accept the item back by paying for return shipping cost for a Significantly Not as Described claim at PayPal’s discretion.

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## PayPal's Seller Protection Program

### What’s eligible

If you sell 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**, the **Commercial Entity Agreement** (if they apply to you), or any **other agreement** between you and PayPal.
- Violate any law or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- 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 unauthorised funds.
- Engage in 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 double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank or card issuer for the same transaction.
- 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, or any other electronic funds transfer network, system or association we may work with from time to time, 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 PayPal 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 unauthorised access to any system, data, information or PayPal services; use an anonymising 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 behaviours.
- 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 PayPal 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; or
- Abuse of our online dispute resolution process and/or PayPal's Buyer Protection program and/or PayPal's Seller Protection program.

## 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 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 funds with any of the funding sources linked to your PayPal account, restricting your ability to send funds or make withdrawals;
- Hold your PayPal balance for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our **Acceptable Use Policy**. 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; 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; or
- 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 (or the equivalent in another currency) 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 PayPal balance in any PayPal account you control.

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.

## 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 funds 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.
- A PayPal account involved in the transaction may have been compromised, or that stolen financial details (bank or credit card) are used for the payment, or otherwise a transaction has not been properly authorised. We will place a hold for two days, notify you about such hold immediately and ask you if you want to revoke the hold. If you instruct us, we will revoke the hold. We will also provide you with a reminder of security measures to minimise risks of unauthorised transactions.
- A user is trying to send or withdraw funds they received fraudulently. In particular, if we receive a notice from another payment operator that the payment you receive is fraudulent, we will place a hold on such payment for five Business Days, and request some supporting documents from you.

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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 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 21 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 21 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 (but no longer than 180 days).

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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 funds. 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 for the period of two (2) business days. We will notify you about such limitation immediately and ask you if you want to revoke such limitation. If you instruct us, we will revoke the limitations. We will also provide you with a reminder of security measures to minimise risks of unauthorised transactions.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorised 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 funds 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 funds you receive on day 1 is held and then released on day 91, 10% of the funds 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 funds that you're required to keep available in your PayPal balance 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.

# Protection from Unauthorised Transactions

To protect yourself from unauthorised 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 authorised and accurately completed.

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

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## What is an Unauthorised Transaction

An “Unauthorised Transaction” occurs when funds is sent from your PayPal account that you did not authorise 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 Unauthorised Transaction has occurred.

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## What is not considered an Unauthorised Transaction

The following are NOT considered Unauthorised 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 Unauthorised Transaction

If you believe your PayPal login information has been lost or stolen, please contact **PayPal Customer Service** immediately.

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using your login information or by other means. You could lose all the funds in your PayPal account. If you tell us within 60 days after we provide you your PayPal account statement showing transfers you did not make, you will be eligible for 100% protection for Unauthorised Transactions. If a good reason (such as a long trip or a hospital stay) kept you from telling us before 60 days expires, we may extend the eligible time period.

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# Error Resolution

## What is an Error

An “Error” means the following:

- When funds is either incorrectly taken from your PayPal account or incorrectly placed into your PayPal account, 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.
- An incorrect amount is credited to 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**.

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## In case of Errors or questions about your electronic transfers

Contact us at our **Resolution Center**; or

- **Use this form** to file a report in the **PayPal Security Center**
- Write to us at **PayPal, Butyrskiy Val St., 10, 125047, Moscow, Russian Federation**.
- Call **Customer Service**

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 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 funds 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 60 days to investigate your complaint or question for cross-border and 30 days for domestic transactions. For new PayPal accounts, we may take up to **20 Business Days** to credit your PayPal account for the amount you think is in error.

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. You may ask for copies of the documents that we used in our investigation.

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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 funds that you are sending).

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Other Legal Terms

## IMPORTANT INFORMATION – KEY RISKS AND TERMS

This is an important document which you must consider carefully when choosing whether to use PayPal services. PayPal is an e-money operator enabling e-money transfers without opening bank accounts and providing the PayPal services to you via the Internet. PayPal accounts are e-money accounts. Our services allow you to make e-money transfers to anyone with PayPal account and to receive e-money transfers.

Please note the following risks of using the PayPal Services:

(1) E-money transfers received in your account may be reversed at a later time, for example, if an e-money transfer is subject to a claim including, Refunds, Reversals and Chargebacks or is otherwise invalidated. This means that an e-money transfer may be reversed from your account after you have provided the sender the goods or services that were purchased.

(2) We may close, suspend, or limit your access to your account or PayPal services, and/or limit access to your e-money if you violate this user agreement, Acceptable Use Policy, or any other agreement you enter into with PayPal.

(3) We do not have any control over, and are not responsible or liable for, the products or services that are paid for with PayPal services. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction.

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## 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 [www.paypal.ru](http://www.paypal.ru) 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) service your PayPal accounts, (ii) market PayPal Products and Services, (iii) investigate or prevent fraud, or (iv) 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 in several ways, including, via an email transaction receipt, in your account settings at [www.paypal.ru](http://www.paypal.ru) or by contacting **PayPal Customer Service**. 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. However, we may still call you directly using other means if we need to speak with you.

PayPal may communicate with you about your PayPal account and the PayPal services electronically. 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 Unauthorised Transactions and Other Errors** process), written notices to PayPal must be sent by postal mail to: PayPal, Butyrskiy Val St., 10, 125047, Moscow, Russian Federation.

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.

We will retain all notices sent to you and all notices you sent to us for at least 3 years.

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## PayPal's Rights

### Inactive PayPal accounts

If your PayPal account is inactive for at least 12 consecutive months, we may charge a maintenance fee. Inactive means that you have not logged into your PayPal account or otherwise used your PayPal account to withdraw money.

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### 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 PayPal balance.

## Amounts owed to PayPal

If your PayPal balance becomes negative for any reason, that negative PayPal 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 PayPal balance in one PayPal account against a PayPal balance in your other PayPal account(s). If you continue using your PayPal account when it has a negative balance, you authorise 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 PayPal balance by using funds you maintain in a different currency. If you have a negative balance not in Rubles for a period of 21 days or longer, PayPal will convert this negative balance to Rubles. 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 our affiliates, PayPal may debit your PayPal account to pay any amounts that are past due. This includes amounts owed by using our various products such as Xoom or Braintree.

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## Insolvency proceedings

If any proceeding by or against you is commenced under any provision of bankruptcy or insolvency laws, 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 Limited Liability Company Non-Banking Credit Institution PayPal RU, our parent PayPal Holdings, Inc., and 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 funds, 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 funding source, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorised 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 favour at the time of agreeing to this release.

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## Disputes with PayPal

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**.

You agree that sending a notice in writing by post at our office is a mandatory pre-trial dispute resolution procedure, and that any claim you bring against PayPal in breach of this process should be returned by Russian courts in accordance with Article 135 of the Civil Procedure Code of the Russian Federation or dismissed without prejudice in accordance with Article 148 of the Arbitration Procedure Code of the Russian Federation, as the case may be.

If a dispute between you and PayPal has not been resolved within 30 days for domestic, and 60 days for international payments, you agree that it must be resolved by a competent court located in Russia. You agree to submit to the personal jurisdiction of Russian courts for the purpose of litigating all such disputes.

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## Intellectual Property

### PayPal's trademarks

"PayPal.com," "PayPal.ru," "PayPal," 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 mischaracterises 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 form, 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, and you give your preliminary consent in accordance with article 391 of the Civil Code of the Russian Federation to any such transfer or assignment.

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## Business Days

"Business Day(s)" means a day on which banks in Russia are open for business, other than a Saturday or Sunday and any official national holiday recognised in Russia. The start and end of the Business Day corresponds to the start and end of our operational day that we as a credit institution determine in our internal regulations.

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## Dormant accounts

If you do not log in to your PayPal account for two or more 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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## Governing law and jurisdiction

This user agreement is governed by the laws of Russia as such laws are applied to agreements entered into and to be performed entirely within Russia, without regard to conflict of law provisions.

## Identity authentication

You authorise 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 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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## PayPal is an e-money operator

PayPal is a credit institution and an electronic money or e-money operator which enables e-money transfers without opening bank accounts and provides the PayPal services to you via the internet. We have no control of or liability for any dispute you have with another user, even if you use PayPal's Buyer Protection or PayPal's Seller Protection program as a way to cover your financial loss in the dispute. We do not guarantee the identity of any user or ensure that a buyer or a seller will complete a transaction. Please note that there are risks of dealing with underage persons or people acting under false pretence.

PayPal is not a common carrier or public utility. This Agreement is not a public agreement as defined in Article 426 of the Civil Code of the Russian Federation. Interest pursuant to Article 317.1 of the Civil Code of the Russian Federation may not accrue on any claims under this Agreement.

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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.

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## Translation of agreement

We will communicate with you in Russian. Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the Russian and English versions of this user agreement, the Russian version shall control.

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

If you (as a seller) receive personal data about another PayPal customer, you must keep such personal data confidential and only use it in connection with the PayPal services. You may not disclose or distribute any personal data about PayPal customers to a third party or use such personal data for marketing purposes unless you receive that customer's express consent to do so. You may not send unsolicited emails to a PayPal customer or use the PayPal services to collect payments to send, or assist in sending, unsolicited emails to third parties.

To the extent that you 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 you collect in connection with the PayPal services (and not otherwise generated, collected, or obtained by you through a customer's separate relationship with you outside the use of the PayPal services) will be used by you only to the limited extent that is necessary and relevant to the PayPal services and for no other purpose unless you have obtained the prior express consent of the customer.
-