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# PayPal Zettle Hardware and Delivery Terms

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These terms and conditions, including the terms, policies, guidelines, and instructions referred to herein, (“**Terms**”) comprise an agreement between PayPal Inc. (“**PayPal**”, “**we**”, “**our**” or “**us**”) and you, the company or other business entity having placed an order for PayPal Zettle-related hardware with us (the “**Merchant**”, “**you**” or “**your**”), and apply to the order, acceptance, use, and delivery of such hardware (the “**Hardware**”), including your acceptance of any offer to receive Hardware free of charge.

Your order, acceptance, and use of Hardware require that you also accept the additional terms and conditions that apply to your access and use of the PayPal Zettle Services, including the [PayPal Zettle Terms and Conditions](#) and the [PayPal User Agreement](#). Such additional terms shall apply to your order, acceptance, and use of Hardware contemplated herein unless (and only to the extent) expressly superseded by these Terms. You are also required to create and maintain a PayPal business account and a PayPal Zettle Account (as defined in the [PayPal Zettle Terms and Conditions](#)) for the duration of your ownership and/or use of the Hardware.

Please note that these Terms do not apply where you have purchased or otherwise obtained hardware from a third-party supplier, such as our authorized retailers.

## 1. Business purpose; how the contract is formed between you and us

By placing an order with us for Hardware listed on our websites (each, a “**Website**”) and/or by accepting an offer from us for Hardware, you confirm that you are acting as a business customer for a business or commercial purpose and not as a consumer (i.e., an individual acting for purposes other than his/her trade, business, or profession).

If you place an order for Hardware through our Website, we will send you an email confirming your order (a “confirmation”). Such confirmation will be sent to the email address associated with your PayPal Zettle Account or the email address provided to us through the ordering process set forth on our Website.

The agreement between you and us, as memorialized by these Terms, will be formed upon the earlier of the following:

- When we send you the confirmation or, in the event you accept an offer for Hardware from us through other means than via our Website, when you accept an offer from us for Hardware (which acceptance may be accomplished by paying for the Hardware), or
- When you start using the Hardware.

## **2. Our right to amend these terms**

We may amend these Terms from time to time. Every time you order or accept an offer for Hardware from us, the Terms in force at the time of your order or acceptance will apply unless or until otherwise amended.

If we amend the Terms applicable to your order/acceptance, we will provide prior notice in accordance with the [PayPal User Agreement](#). You may exercise your right of return and refund, as set forth below, within thirty (30) days of receipt of delivery of the Hardware if you are not happy with such changes to our Terms.

## **3. Your right of return and refund**

You may cancel some or all of your Hardware order/acceptance at no cost, provided your Hardware has not yet been shipped.

If you purchase Hardware from us, you may also return it, for any reason, within 30 days of receipt of delivery, provided it is returned to us in unused condition, in the original packaging in which you received it, and with the purchase receipt as proof of purchase. Hardware returned to us later than 30 days after delivery will not be refunded. Except as otherwise set forth in these Terms, you are responsible for any delivery costs incurred when exercising your right to return Hardware.

We reserve the right to, in our sole discretion, determine whether the Hardware returned to us is in unused condition. In the event returned Hardware is determined not to be in unused condition, we further reserve the right to reduce the refund to you with an amount corresponding to the value decrease of the Hardware. We will communicate the amount of such deduction in connection with making the refund to you. Accordingly, the refund made to you will be the total price paid by you for the Hardware less any applicable deduction we determine.

The right to return and refund as set out in this section does not apply to any Apple Hardware purchased by you from us.

If you purchase Hardware from anyone other than us, then the return policy of that authorized retailer will apply, and you should return it to the authorized retailer who sold it to you.

If we are unable to supply you with the Hardware you ordered or accepted, for example due to the fact that a) Hardware is not in stock or no longer available, b) we cannot meet our delivery time, or c) because of an error, then we will inform you of this by sending you an email, and we will not process your order. If you have already paid for the Hardware, we will refund you the full amount including any delivery costs charged as soon as possible.

#### **4. Delivery**

Delivery of an order will be completed when a) we deliver the Hardware to the address you provided us, or b) to the extent you, or a carrier organized by you, collect them from us, at the time of collection.

Ownership of the Hardware will pass to you once we have received payment in full, including all applicable delivery charges. Where you have accepted an offer from us to receive Hardware free of charge, specific terms may apply as further set out herein.

#### **5. Suspension of Hardware delivery**

We will inform you of the estimated delivery date. We may have to suspend the delivery of Hardware to you in certain situations, including where we have to: a) deal with technical problems or make minor technical changes, or b) update the Hardware to reflect changes in relevant laws and regulatory requirements.

We will provide prior notice in case we are forced to suspend delivery of Hardware to you. In such event, you may cancel your order for the impacted Hardware.

#### **6. Price of Hardware and delivery charges**

The prices of the Hardware will be as a) posted on our Website at the time you submit your order, or b) as quoted in the written order form sent to you by us.

Delivery charges are included in the price unless otherwise stated in connection with your purchase. In the cases where delivery charges are not included in the price, such charges will be paid by you in addition to the price. The final cost for delivery will be communicated to you in connection with your purchase.

The prices of the Hardware quoted by us (on our Website or directly to you) exclude applicable tax. Tax will be charged to, and payable by, you in accordance with applicable law. You are responsible for the payment of all taxes applicable to or resulting from your Hardware purchase.

## **7. How to pay**

Payment for the Hardware and all applicable tax and delivery charges is made in advance. If you order the Hardware from us through our Website, we will not charge you for the Hardware you have ordered until we send the confirmation.

In the event you fail to pay any sums due to us in accordance with the Terms, you agree that we may collect and deduct the amount that you owe us from your PayPal business account or, if there are insufficient funds on your PayPal business account, request that you pay the amount to the bank account designated by us immediately on demand.

## **8. Specific terms for certain offers**

Where you have accepted an offer to receive any Hardware free of charge from us and you have not activated and used such Hardware during a consecutive period of 12 months from the delivery date, we reserve the right to request that you return the Hardware to us at your own cost and expense. If you fail to return the Hardware to us in accordance with such request, you will be liable to reimburse us for the original list price for the Hardware.

We may charge you for delivery, which will be notified to you in connection with your acceptance of the offer.

In the event you accept an offer to receive any Hardware free of charge, delivery is normally made within 15 business days from your acceptance of the offer or within such time notified in connection with your acceptance of the offer.

## **9. Specific terms for use of SIM cards and connectivity**

If you have received a SIM card as part of the Hardware, the following restrictions and limitations apply.

You shall

- a) not use the SIM card provided by us together with any hardware other than the Hardware the SIM card was provided with;
- b) comply with any acceptable use policy or guidelines and restrictions applied by us or any applicable third party to your use of the SIM card;
- c) immediately contact us in the event your SIM card is lost, stolen, or damaged; and
- d) adhere to any limitations of data usage that we impose from time to time.

You acknowledge and agree that we provide the SIM card for your convenience and your ability to use the SIM card is dependent on services provided by third parties such as internet and telecommunications providers. We do not own, control, or have any responsibility or liability for any such third-party services, and we do not assume any liability for the functionality of the SIM card provided.

We furthermore do not accept or assume any responsibility or liability for the operation or security of any third-party services or software applications, for your inability to use any SIM card enabled Hardware as a result of any third-party services or software applications, or for your breach of the terms of your contract with any third-party services or software applications as a result of using the Hardware or otherwise.

We may at any time suspend or terminate your access to the provided SIM card. In that case, you are solely responsible for selecting another service provider to provide SIM card and/or connectivity services and for paying any fees charged by such service provider.

## **10. Restrictions on use of Hardware**

You are not allowed to sell, rent, license, or transfer any Hardware to any third party or allow the use of any Hardware by any third party. You are not allowed to modify the Hardware or the software of the Hardware in any way. You must not use any card reader device for any purpose other than accepting card transactions through your PayPal Zettle Account and the PayPal Zettle software application installed on your compatible smartphone or tablet. You must not use any payment terminal device for any purpose other than effecting payment transactions through your PayPal Zettle Account and the version of the PayPal Zettle software application installed on the payment terminal device.

We only supply Hardware for internal use by your business, and you agree not to use the Hardware for any resale purposes.

## **11. Our warranty for Hardware**

Where you have purchased Hardware from us through the Website or through other means from us, we provide the Hardware with a 12-month warranty commencing on the delivery or collection date. During this period, we warrant that the Hardware will be free of material defects that prevent its normal operation.

Certain Hardware may be provided with a separate third-party warranty. For further details, please refer to the third-party warranty given with the Hardware.

Our warranty does not apply to any defect in the Hardware caused by or arising from: a) fair and normal wear and tear, b) willful damage, abnormal storage or working conditions, improper use, accident, negligence by you or by any third party, c) if you fail to operate or use Hardware in accordance with our instructions, or d) any alteration or repair of the Hardware or applicable software by you or by a third party who is not authorized by us to make such alteration or repair. Our warranty does not extend to cables, accessories, plugs, or power supply units, unless otherwise separately agreed.

If Hardware does not work and it is under warranty, you may request new Hardware by contacting our support. We will, in our sole discretion, either repair at no charge or replace defective Hardware within 90 days of the date of receipt of the defective Hardware from you. Our customer success team may also, in their sole discretion, arrange for replacement Hardware to be sent to you. Unless you are otherwise informed, you must return the defective Hardware within the time period we specify. Such return may be accomplished by using the prepaid envelope provided with the replacement Hardware or, in some circumstances, we may also arrange to collect the defective Hardware when the replacement device is delivered.

You agree that, if you fail to return the defective Hardware within the time period we specify, we may collect and deduct the amount that you owe us from your PayPal business account or, if there are insufficient funds on your PayPal business account, request that you pay the amount to the bank account designated by us immediately on demand.

We reserve the right to reasonably limit the number of replacement Hardware items that you may receive under our warranty. We further reserve the right to change our warranty upon reasonable notice, and we will decide in our sole discretion the validity of any warranty claims under the terms of our warranty.

We urge you to carefully check the Hardware before you send it back to us to ensure that it is defective. Any Hardware returned to us which is not found to be defective, or has been damaged or misused by you, will be returned to you and you may be invoiced for the cost of shipping. If you fail to pay such invoice when due, you agree that we may collect and deduct the amount that you owe us from your PayPal business account or, if there are insufficient funds on your PayPal business account, request that you pay the amount to the bank account designated by us immediately on demand.

Repaired or replaced Hardware will be warranted for the unexpired portion of the original warranty.

## **12. Limitation of liability**

As set out in the [PayPal User Agreement](#) and the [PayPal Zettle Terms and Conditions](#), we will only be liable to you for direct damages caused directly and reasonably foreseeable by our breach of these Terms, subject to the limitations set forth in such terms.

In addition to those limitations, in no event will we be liable for any of the following types of loss or damage arising under or in relation to these Terms or otherwise: a) loss or corruption of data, b) loss or damage whatsoever which does not stem directly from our breach of these Terms, or c) loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of these Terms (whether or not you are able to prove such loss or damage).

Nothing in these Terms will limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from our negligence, or to the extent such limitation or exclusion is not permitted by applicable law.

Subject to the above, our total liability to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the price of the Hardware ordered by you.

Except as expressly stated in these Terms, we do not give any representation, warranties, or undertakings in relation to any Hardware. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law, or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that any Hardware is suitable for your purposes.

## **13. Other terms**

We may transfer our rights and obligations under these Terms to another party, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another party if we agree in writing.

Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

