

PAYPAL BRAIN TRUST PROGRAM PARTICIPATION AGREEMENT

This PayPal Brain Trust or Advocacy Program (“the Program”) Participation Agreement (the “Agreement”) between PayPal, Inc., for Participants in the US market, and PayPal Pte. Ltd. for Participants in markets outside of the US (together known as “PayPal”), and you, an individual (“Participant”). PayPal and Participant may each be referred to individually as a “Party”, and collectively as the “Parties”.

Participant desires to participate in the Program and the Parties agree that this Agreement shall govern the terms and conditions of Participant’s participation in the Program. In consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Program Description and Participation Conditions.

During the Term of this Agreement, PayPal may offer Participant certain opportunities in exchange for Participant’s participation in the Program, including, but not limited to: (a) speaking events, interviews or features, (b) virtual networking opportunities, (c) invitations to PayPal-hosted events, (d) knowledge-sharing calls and user groups, and (e) other opportunities as PayPal may offer from time to time.

By entering into this Agreement, Participant represents and warrants that: (i) all information, data, or material that Participant provides to PayPal is true, complete, and accurate, (ii) Participant has all legal rights and authority to enter into this Agreement, (iii) the execution of this Agreement and Participant’s involvement in the Program will not conflict with or result in breach or violation of any other agreement, arrangement, or understanding to which Participant is bound including but not limited to any obligations Participant has to their employer (*tip: if you’re not sure, please discuss your involvement with your employer before agreeing*); (iv) Participant’s participation in the Program will not violate any applicable laws, rules or regulations; (v) Participant will not conduct themselves in a manner that is against any rule, law or regulation or offensive to standards of decency, morality, or social propriety such that it results in backlash, public scandal, or ridicule; (vi) Participant will not do anything to disparage, slander or defame PayPal, its Affiliates and any of their brands, products or services; (vii) Participant will not do anything that could damage, negatively affect the reputation of, embarrass, or libel PayPal, its Affiliates and any of their brands, products or services; (viii) Participant is participating in the Program in their individual capacity and not as a representative of, or within the scope of their employment by, or other engagement with, another entity or individual, (ix) The Parties are dealing with each other as independent contractors. Nothing herein may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between Participant, on the one hand, and PayPal or its affiliates, representatives, or employees, on the other hand, and (x) Participant understands, acknowledges and agrees to adhere to all applicable PayPal policies and procedures related to the Program including, but not limited to, the Content Guardrails attached hereto as Exhibit A.

Intellectual Property Rights.

Definitions.

“Feedback” means any suggestions, data, accolades, insights, ideas, feedback or other information that Participant provides to PayPal, in any medium, related to the Program and any of PayPal or its Affiliates’ brands, products or services and all IPR related thereto.

“Intellectual Property Rights” or “IPR” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) database rights; (f) other proprietary rights in intellectual property of every kind and nature; and (g) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (f) of this sentence.

“Participant Content” means Participant’s Pre-existing IPR in the form of content or materials that Participant produces independently from, or in connection with, its participation in the Program. Participant Content excludes Feedback, PayPal’s Confidential Information, PayPal’s Pre-existing IPR, PayPal Marks and PayPal Materials.

"Pre-existing IPR" means any IPR that (a) was created and owned, acquired and owned or otherwise obtained by a Party prior to the Effective Date of this Agreement, or (b) was developed by a Party outside the scope of this Agreement without reference to or use of (i) the Confidential Information or IPR of the other Party, or (ii) where the IPR was developed by Participant, any PayPal Materials.

"PayPal Marks" means, collectively, any and all names, trademarks, service marks, trade names, trade dress, logos, graphics and icons specifically designated and provided by or about PayPal or any of PayPal's brands or affiliates, and all IPR associated therewith.

"PayPal Materials" means all IPR and PayPal information, data, ideas, illustrations, documentation, materials, technology, specifications, and any computer software provided to Participant by PayPal in connection with the Program, including modifications, improvements and derivatives thereto.

Participant Content. The Participant Content shall be deemed Participant's own original work, created solely by Participant. Participant represents and warrants that, in addition to any other conditions set forth herein, the Participant Content will not disparage and/or defame PayPal, its Affiliates or any third party, will not violate applicable law or any rights of third parties, including, without limitation, intellectual property rights and rights of publicity and privacy, and any obligations of confidentiality.

Ownership of Pre-Existing IPR and License to Use Participant Content. Each Party will own and retain all rights in and to its Pre-existing IPR. Subject to the licenses set forth herein, Participant will own and retain all rights in and to the Participant Content.

License to Use PayPal's Marks. During the Term of this Agreement, unless terminated, PayPal hereby grants Participant a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the PayPal Marks that PayPal expressly identifies in writing to Participant solely in connection with the Program and in accordance with this Agreement. Participant's use of PayPal's Marks, at all times, shall also be in accordance with the following:

- (i) Participant must comply with all Brand Guidelines provided by PayPal with respect to the graphic reproduction, appearance and look and feel related to the marketing and representation of PayPal, its products and services and PayPal's intellectual property rights;
- (ii) Participant must use the PayPal Marks in accordance with all brand guidelines provided by PayPal and Participant shall not make any modifications to PayPal's Marks;
- (iii) All goodwill associated with any use of PayPal's Marks will inure to the benefit of PayPal;
- (iv) Participant will not use PayPal Marks in a way that may be potentially confusing or misleading to consumers;
- (v) Participant will not use PayPal Marks or any variation thereof, in any domain name, URL, or similar identifier that Participant uses;
- (vi) Participant's social media accounts, website, blog, and/or any other platform ("Participant's Platform") will not copy or resemble the look, feel, or content of PayPal's websites; and
- (vii) Participant shall not generate or send any email messages, text or mobile messages or other electronic messages, posts or content that directly or indirectly states that PayPal is the sender, sponsor, partner, agent, and/or representative of such message.

PayPal Materials. All PayPal Materials, Confidential Information, and all IPR therein are and shall remain the property of PayPal or its licensors, respectively. Participant obtains no right, title or interest therein, except that during the Term of this Agreement, Participant may use PayPal Materials for the sole, exclusive and limited purpose of participating in the Program and for no other purpose. Participant shall comply with the terms of any license or any other agreement applicable to such PayPal Materials. Participant shall not encumber the PayPal Materials in any way, and shall promptly return to PayPal all PayPal Materials in Participant's possession or control upon PayPal's request and, in any event,

upon termination or expiration of this Agreement. Except as set forth herein, no express or implied licenses to any PayPal Materials are granted by PayPal to Participant under this Agreement

Feedback. Participant is encouraged, but not required, to provide suggestions, data, accolades, or insights in connection with its involvement in connection with the Advocacy Program Feedback to PayPal. Participant hereby grants to PayPal a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable (through multiple tiers) license to use the Feedback for any purpose. Such license includes, without limitation, the right to use, execute, display, reproduce, perform, disclose, prepare derivative works from or otherwise modify, distribute and transmit (internally and externally), make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise transfer, make derivative works of, have derivative works created of, practice and have practiced the Feedback and any modifications thereto, (e.g., in any product, service or method incorporating such Feedback or modifications thereof, etc.), and to sublicense others to do any or all of the foregoing. Participant represents and warrants that Participant owns all rights to the Feedback and has the right to grant the license to PayPal granted above. Participant hereby acknowledges and agrees that PayPal may, but shall not be obligated to, make any use of any Feedback provided.

If, at any time, PayPal has reason to believe Participant has violated this Intellectual Property Rights section, PayPal may immediately terminate this Agreement.

Confidential Information. Each Party agrees they will not disclose non-public information of the other Party to third-parties. The terms and conditions of this Agreement are Confidential Information.

PayPal may share Confidential Information with Participant. For purposes of this Agreement, Confidential Information means information PayPal makes available to Participant in connection with an Advocacy Program, that PayPal designates as Confidential Information, or that relates to the Brain Trust Program operational details, contact information about other participants, and PayPal's past, present, or future research, development, products, services or business activities, including but not limited to technologies, directions, strategies, features, functionality, and the ideas, concepts and know-how therein. Confidential Information does not include information that is publicly available, becomes publicly available through no fault of Participant, or is developed independently. [[If PayPal provides access to pre-release (e.g., beta) offerings, it will be under the terms of a separate agreement.]]

For five (5) years after disclosure, Participant shall use the same care and discretion to avoid disclosure of Confidential Information as Participant uses with Participant's own similar information that Participant does not wish to disclose, but in no case less than reasonable care. Participant will comply with all applicable government export and import laws and regulations.

Participant may disclose Confidential Information to the extent required by law, but must give PayPal a reasonable opportunity to obtain a protective order.

In the course of Brain Trust Program activities, PayPal does not wish to receive any information that is confidential to Participant or any other party, and Participant hereby agrees not to provide any information that is confidential to Participant or any third party to PayPal or to any other Participants. Furthermore, Participant agrees that Participant is authorized to provide to PayPal any information or Feedback (as that term is defined below) that it submits in connection with the Program and is authorized to grant the rights to such information and Feedback as granted herein.

Term. This Agreement shall commence once accepted by Participant and shall continue in effect until sooner terminated in accordance with the terms set forth herein (the "Term"). This Agreement may be terminated by PayPal for any reason, with or without cause, upon written notice to Participant. Termination is not an exclusive remedy for either Party under this Agreement.

Posting Disclosures. If Participant makes any statement related to this Program or PayPal (or any of its brands) within any page and/or post, Participant must make a disclosure statement that is (i) clear and concise and (ii) states that PayPal is not compensating Participant for mention of the Program, Participant's review of the Program or any PayPal product and/or Service, or endorsement. If Participant includes any PayPal product, including any free PayPal swag, that Participant received from PayPal for free in relation to the Program, or otherwise, Participant must clearly state so in such disclosure statement. Any and all disclosure statements that Participant makes in accordance with applicable FTC regulatory guidance, must be made prominently and adjacent to each post in an easy-to-understand wording and typeface. Participant represents and warrants it will make appropriate disclosure statements in relation to the Program and this Agreement and shall use best efforts to promptly cure any improper disclosure statements.

Representations and Warranties.

By PayPal. PayPal represents and warrants to the other that: (i) it is organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (ii) this Agreement has been authorized by all necessary corporate action; and (iii) this Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms.

By Participant. Participant represents and warrants to PayPal that (i) Participant, has read and reviewed the terms and conditions of this Agreement hereunder; (ii) Participant, has not, and will not, engage in any unfair, deceptive or abusive acts or practices, as defined by Law and applicable guidance from regulatory agencies, (iii) Participant has obtained all consents, employer permissions, permits, licenses and authorizations necessary for or in connection with participating in the Program and entering into this Agreement with PayPal; and (iv) Participant has full power, authority, unrestricted ability and all rights necessary to participate in the Program and to grant the licenses, permissions and rights set forth in this Agreement, and (iv) Participant represents and warrants that Participant, is familiar with and will comply with all applicable anti-corruption and anti-bribery laws as amended from time to time, including without limitation, the U.S. Foreign Corrupt Practices Act, and all applicable anti-corruption and anti-bribery laws in effect in the countries in which Participant conducts or will conduct business. Participant agrees that in the course of its performance under this Agreement, it will not, either directly or through an intermediary, (i) offer or pay, or authorize such offer or payment, of any money, gift, contribution, thing of value, or any other advantage to any person including but not limited to government officials (or candidate for government office), an employee of a public body or a company, a political party or party official, for purposes of influencing the person's decisions, inducing the person to do or omit doing some act, or securing any improper advantage. Any breach of the foregoing obligation will constitute a material breach of this Agreement and will entitle PayPal to exercise all available remedies hereunder at law or equity.

Privacy. Privacy terms as accepted by you at the time of signing up for the Program, which can be found on the PayPal Braintrust Champions website for further review.

Limitation of Liability. THE PROGRAM, PAYPAL MATERIALS, PAYPAL PRE-EXISTING IPR AND PAYPAL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) PAYPAL, AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND LICENSORS ("PAYPAL ENTITIES") DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OF IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE AND (B) IN NO EVENT WILL ANY OF THE PAYPAL ENTITIES BE LIABLE OR RESPONSIBLE UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, LOST DATA, REPUTATIONAL DAMAGE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT TORT OR OTHERWISE, AND REGARDLESS OF WHETHER PAYPAL HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Complete Agreement; Conflicts. This Agreement, including any exhibits attached hereto or documents incorporated herein constitutes the entire agreement between PayPal and Participant regarding the Program and supersedes all prior agreements, understandings, statements, proposals, and representations, whether written or oral, between the Parties. In the event of a conflict between the terms of this Agreement and any exhibits, the terms of the Agreement control.

Notices and Agreement Modification. PayPal may revise this Agreement and any of the other terms, agreements, or policies from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice of such changes, email to suffice.

ATTN: General Counsel

Notice email: Legalnotices@paypal.com

Copy which shall not serve as notice to be sent to : Braintrust@paypal.com

Severability. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect under applicable law: (i) such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement; (ii) this Agreement shall be construed as if such invalid, illegal, or unenforceable provision were excluded from this Agreement; and (iii) the court, in its discretion, may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision. If any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable Law.

Injunctive Relief for Breach, Remedies Cumulative. Participant's obligations of confidentiality and use of IPR under this Agreement may be of a unique character that could give them particular value; breach of any of such obligations may result in irreparable and continuing damage to PayPal for which there may not be an adequate remedy at law; and, in the event of such breach or a threatened breach, PayPal will be entitled to seek injunctive relief and/or a decree for specific performance, without posting bond, and such other and further relief as may be proper (including monetary damages if appropriate). All remedies, whether under this Agreement, provided by applicable law, or otherwise, shall be cumulative and not alternative.

Survival. The rights and obligations regarding Confidentiality, Limitation of Liability, Intellectual Property Rights, Termination, and Posting Disclosures survive any termination or expiration of this Agreement. Furthermore, any other terms of this Agreement or Addenda which by their nature survive any termination or expiration shall so survive.

Governing Law, Jurisdiction, and Venue. The rights and obligations of the Parties shall be governed by, and this Agreement shall be construed and enforced in accordance with the laws of the State of California, and any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be adjudicated by the State and Federal Courts of Santa Clara County, California.

By clicking and accepting you acknowledge you have read and agree to the Terms.

Exhibit A
PAYPAL LEGAL GUIDELINES FOR PAYPAL BRAINTRUST PROGRAM

This PayPal Legal Guidelines for the Program Playbook sets out legally mandated disclosures when PayPal Braintrust Champions advertise, promote or talk about the PayPal products and services. The intended audience for this playbook are the PayPal Braintrust Champions and relevant stakeholders from PayPal who are working with them.

As you may know, the Federal Trade Commission (US) and similar agencies in your market (such as the ASA and CMA in the UK) all require that any blogger, influencer, and other person who discusses an advertiser's products or services online or elsewhere disclose any material connection between him/herself and the advertiser. Depending on where you are located, please review below. *If your country is not represented here, please reach out to your PayPal representative.*

United States:

- [FTC Rules:](#)
- [Helpful FAQs from FTC](#)
- [Influencer-friendly guidance from FTC](#)

Canada: [Influencer Disclosure Guidelines](#) and [Influencer Marketing Resources](#).

UK: [The ASA and CMA's Influencers' guide to making clear that ads are ads](#), [the CAP Code](#), [the CMA's 2022 guidance on being clear with your audience](#) and the [ASA's cheat sheet to declaring ads on social media](#).

Italy: [Digital Chart Regulations on the Recognizability of Marketing Communication distributed over the Internet in English](#) or [Italian](#), published by the IAP (Istituto dell'Autodisciplina Pubblicitaria).

Spain: the Spanish advertising self-regulatory organization ("Autocontrol") and the Association of Advertisers ("AEA") published a "Code of Conduct on the use of influencers in advertising" governing influencer advertising in social media from 2021. It can be found here: <https://www.autocontrol.es/wp-content/uploads/2020/10/codigo-de-conducta-publicidad-influencers.pdf> its content is not binding for non-member entities but it is advisable in any case to follow the guidelines of the code.

Germany: guidelines by the [Wettbewerbszentrale](#) and useful information/example provided by [Werbeaufsicht der Medienanstalten](#).

Brazil: Digital Influencer Advertising Guidelines (available in [English](#) and [Portuguese](#)) and Brazilian Advertising Self-Regulation Code (available in English and Portuguese [here](#)).

Netherlands: The Dutch Media Authority (available in [Dutch](#) which some commentary in [English](#) here).

Poland: Poland's Office of Competition and Consumer Protection issued recommendations in relation to the tagging of advertising content by influencers. Recommendations of the President of the Office of the Competition and Consumer Protection on the labeling of advertising content by influencers on social media; the document is available only in Polish, at: https://uokik.gov.pl/aktualnosci.php?news_id=18898

Please note that you must comply with applicable country guidelines if you know that you have an audience in that country. For example, if you are located in the UK but are aware of an audience in the US, then you must comply with US guidelines.

Regardless of where you are located, below are guidelines on how you must disclose your relationship with any PayPal brand when writing about or publicly discussing the brand's products and services, and some general guidelines about working with the PayPal family of brands, including, without limitation, Venmo, Honey, Xoom, and Zettle (collectively, "PayPal" or "brand"). Please review this carefully. If you fail to disclose your connection to the brand, PayPal may discontinue its relationship with you. If you

have any questions about how these requirements apply to you, please reach out to the PayPal employee with whom you work (or the agency representing PayPal).

1. HOW DO I KNOW WHEN TO DISCLOSE MY CONNECTION TO PAYPAL?

- Ask yourself:
 - *Am I receiving payment or incentives from PayPal?* This includes:
 - An employment or business relationship, receipt of money, invites/tickets to events, free products/services, exclusive content, discounts, rewards, sweepstakes entries, etc.
 - Payments, products/services, incentives or rewards provided directly from PayPal or through a third-party PayPal vendor or partner with whom you have a relationship.
 - *Does my statement or communication reference the brand or its products or services?*
- If the answer to both questions is YES, you must disclose your relationship with the brand. If in doubt, always disclose your connection to the brand.
- The requirement to disclose applies to any online medium or other public discussion, including blog posts, social-media posts/updates, video posts, online reviews, podcasts, etc., regardless of platform (e.g., Twitter, TikTok, Facebook, YouTube, SnapChat, LinkedIn, Instagram).
- If you choose to post on your own about any brand beyond the agreed-upon posts, you must still disclose your relationship with PayPal as described in these guidelines.

2. WHAT DO I HAVE TO SAY?

- Disclose clearly and prominently that you received a payment or incentive from PayPal
 - “#ad”, “#Advert”, “#Advertisement” are the only globally approved ways to disclose this on social media. In other countries, including Europe and Brazil, the equivalent hashtags must be displayed in the local language. For example,
 - **In France:** “En Partenariat avec..”, “Contenu Sponsorisé”, “Contenu Publicitaire”, “Publicité”, “Partenariat Rémunéré”, “Contenu Rémunéré par la marque Partenaire”
 - **In Italy:** “Pubblicità/advertising”, “promosso da.. brand/promoted by..brand”, “sponsorizzato da..brand/sponsored by..brand”, “in collaborazione con...brand, in partnership with...brand”
 - **In Spain:** “publicidad”, “publi”, “en colaboración con” or “patrocinado por”
 - **In Germany:** “Werbung” or “Anzeige”
 - **In Brazil:** “publicidade”, “anúncio”, “patrocinado”, “conteúdo pago”, “parceria paga”
 - **In Israel:** “advertisement” must be included prominently in all content in addition to any hastags.
 - **In Poland:** “#reklama,” “#materialreklamowy”, “#płatnawspółpraca”, “#post” “# reklamowy” and describing posts in this way: [reklama], [post sponsorowany], [współpraca reklamowa];
 - Alternatively, in some regions, including **the US and Canada**, a post could also say, “I’ve partnered with [brand]...” or #[brand]Partner . **These hashtags are not acceptable in the UK.**
 - #sp, #with[brand], #@[brand] and @[brand] are not acceptable in any region.
- For other media (e.g., a personal blog) no specific wording is required but it must be clear that you have been paid/received a product. Examples:
 - “I have been hired by [brand] to promote _____.”
 - “I’ve partnered with [brand] to _____.”
- **“Promoted”/“Promoted by”, “Presented by”, “Thanks to [brand] for making this possible” and “Brought to you by” are not approved for any media.**
- Do not rely on built-in platform tools that automatically include a disclosure, such as the “promoted post” feature within Instagram. These tools are not sufficient to identify an ad as sponsored content but may be used in addition to the disclosures identified above.

- In some instances, the brand may also provide you with a required hashtag or other promotion-specific language to include in your posts in addition to the required disclosure language.

3. HOW DO I MAKE THE DISCLOSURE?

- Make your relationship with the brand clear in each post or message and in any content (e.g., any photo or video) that is linked from that post or message, even if it is already disclosed in your profile, a general description, or in a prior post.
- Space limitations are not an excuse for omitting your disclosure.
- The disclosure must be sufficiently prominent i.e., easily noticeable and be at the focal point of the post:
 - For captions on social media, the viewer must not be required to click “more”, “...” or similar to view the disclosure. To ensure the disclosure is easily noticed, it should appear at or very close to the beginning of each post.
 - The disclosure must not be buried amongst other hashtags and links.
 - For **blog posts** and similar, the disclosure should be very near to the headline for written pieces and near the visual focal point for images.
 - For **videos** (including live streams and other videos), the following are best practices and should be followed wherever feasible:
 - For short videos (3 minutes or less), include a written disclosure at the beginning of the video itself, so that it will remain with the video if it is later embedded on another site. Also including a written disclosure in the caption would be ideal.
 - For longer videos (more than 3 minutes) or on-going posts or certain media where viewers may start viewing midway through (like a live blog, Facebook Live or Instagram reel post), you should make periodic disclosures over the course of the post/stream/feed. A general rule of thumb for this type of posts is to include a disclosure: (1) at the beginning and (2) whenever there is a direct call to action telling viewers to use a particular product or service.

At a minimum, video content should include one spoken (for example, “I’ve partnered with [brand]...”) and one written disclosure (for example, #ad in the UK, or #brandpartner elsewhere) (the written disclosure may be in the caption or in the video itself, *unless the video can be shared without the caption*, then the caption must be in the video itself as explained below).
 - For posts on Snapchat, TikTok, Instagram Stories, Facebook Stories and similar, there must be one written disclosure (**stamped on video/image**) and, for videos, one spoken disclosure in each post.
- **Make sure that your disclosure can travel with your post should it be shared.** For example, include a written disclosure in the photo or video itself (following the best practices above) if the photo or video can be shared without the caption.
- If you are retweeting/re-posting someone else’s comment (and you would have been required to include a disclosure if the comment had been yours in the first place), add a disclosure explaining that you have a connection with the brand.
- **In other countries in Europe, such as France, Spain, Germany, Brazil and Israel, the disclosure must be made in the local language.**

4. WHAT ELSE DO I NEED TO KEEP IN MIND?

- Be independent.
 - Do maintain yourself as separate and independent from the PayPal family of brands.
 - Do not hold yourself out as an ordinary fan or consumer, but you can say you are also a fan and/or consumer.
- Be genuine and honest.
 - Make sure your statements (including those you share or retweet) are true and not misleading.
 - You can only talk about your experience with a product or service you have actually tried. All statements you make must reflect your personal experience with an honest, current opinion of the product or service described.
 - You must have an active account in good standing for the brand that you are discussing.
- Do not disclose any confidential information, including non-public plans or secrets.
- Do not use content that you do not have rights to (music, photos, videos, third party brands/logos, etc.) or feature other people unless you have their permission.

- This includes retailer logos that might be shown if you screen shot use of the brand's products.
- You should always comply with all applicable laws (as well as the rules of the platforms that you are posting to) when conducting your activities.
 - This includes laws applicable to any sweepstakes or giveaway you choose to conduct or special promotional offers, such as percentage or dollar off discounts.

Use extra care and attention to the disclosure you provide when your posts are likely to be seen by minors, particularly as users must be 18 or over to use PayPal.

5. WHAT ARE SOME OTHER THINGS I CAN/CANNOT SAY WHEN TALKING ABOUT THE BRAND?

In addition to the guidance provided above, here are some general considerations about what you can and cannot say about the PayPal family of brands. Additional guidance may apply to the particular campaign you are working on.

- Avoid talking in detail about privacy and the safety/security of any brand's products or services. For example, you may say, "safely send money to friends" or "safely check out."
 - Do not talk about privacy of personal/financial information when using the brand or say that any PayPal brand protects identities.
 - Avoid over-promising or making guarantees, even if it is based on your honest experience with the brand.