



PayPal Website Payments Standard Agreement: Premium Services

Last Update: May 11, 2010

This PayPal Website Standard Agreement: Premium Services ("Agreement") is a contract between you (the "Merchant") and PayPal (Europe) S.à r.l. & Cie, S.C.A., Société en Commandite par Actions, with registered office at 22-24 Boulevard Royal, L-2449, Luxembourg. RCS Luxembourg B 118 349 ("PayPal"). This Agreement applies to your use of the premium services ("Product") offered with PayPal Website Payments Standard. By using the Product, you acknowledge that (and you are deemed) to have read, agreed with, and accepted all of the terms and conditions contained in this Agreement.

You acknowledge and agree that the PayPal User Agreement ("User Agreement"), and not this Agreement, is the "framework contract" as defined by the Payment Services Regulations 2009. The terms of the User Agreement also apply to you and are incorporated by reference into this Agreement. The definition of "Services" in the User Agreement shall be amended to include your Product, and the definition of "Agreement" shall include this Agreement. All capitalised terms not defined herein are defined in the PayPal User Agreement. In case of any inconsistency between this Agreement and the User Agreement, this Agreement supersedes the User Agreement, but only to the extent of that inconsistency. The User Agreement can be found via a link in the footer of nearly every PayPal web page. The User Agreement includes (without limitation) important provisions which:

1. Permit PayPal to take a Reserve to secure your obligation to pay Chargebacks, Reversals and fees;
2. Obligate you to follow PayPal's Acceptable Use Policy in your use of PayPal;
3. Give legal effect to PayPal's Privacy Policy, which governs our use and disclosure of your information and that of Shared Customers; and
4. Permit PayPal to restrict a payment or your PayPal Account in circumstances listed in the User Agreement.

We may at any time amend, delete or add to this Agreement (including, without limitation, the fees) by giving notice of such change by posting a revised version of this Agreement on the Policy Update section of the PayPal website(s).

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1. The Product.

The Product enables you to provide your customers with the ability to sign up for Instalment Plans and Automatic Billing arrangements.

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2. Instalment Plans.

Instalment Plans allow you to offer your customer the ability to make a purchase from you and pay you for that purchase in 4 or fewer instalments within twelve months of the purchase date. As a condition of your use of Instalment Plans, you must comply with all of the following requirements:

- i. You must obtain your customer's prior express consent to charge in instalments for a purchase.

- ii. You may not charge in more than four instalments per purchase.
- iii. You shall ensure that the period of an Instalment Plan expires no later than 12 months from the date of the purchase that gave rise to it.
- iv. You may not charge your customer for the first payment of the Instalment Plan until you have shipped to your customer the goods that are the subject of the purchase.
- v. The total sum payable under an Instalment Plan may not exceed the total price of the purchase that gives rise to the Instalment Plan (being the price of the goods plus any tax and shipping fees as applicable).
- vi. You may not apply any finance charges (including, without limitation, interest) in connection with the purchase.

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3. Automatic Billing.

The Automatic Billing functionality allows you to automatically charge your customers' payment source on a regular basis in an amount to which you and your customer has agreed. The payment you receive is called an "Automatic Payment". As a condition of your use of Automatic Billing or Recurring Payments, you must receive your customer's prior express consent for the amount, frequency, and duration of the Automatic Payment.

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4. Guest Checkout Availability for Instalment Plans, Automatic Billing, and Recurring Payments.

With this functionality, you will be able to offer Instalment Plans, Automatic Billing, and Recurring Payments to all of your customers, instead of only those customers paying you through their PayPal Account.

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5. Required Cancellation Procedures for all payment plans enabled by your Product.

You must provide your customers with the ability to cancel a payment at any time up to 1 Business Day prior to the scheduled date of the payment.

In addition, if your customer signed up for a payment plan enabled by your Product through an online method, you must provide a simple and easily accessible online cancellation procedure. If your customer cancels a payment, you may not charge for that payment. You are solely responsible for processing the cancellation of your customer's Automatic Payment if your Customer does not have a PayPal Account.

Please read section 3.11 of the User Agreement to learn more about the payment cancellation rights of your customers if they have PayPal Accounts.

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6. Monthly Fee.

There is a monthly fee of £9.99 to use the Product. You agree that PayPal may charge your PayPal Account every month in advance for fees that become due under this Agreement. In the event that PayPal is unable to withdraw the monthly fee from your PayPal Account, PayPal may terminate your use of Website Payments Standard within 30 days of the date that the monthly fee was due and you will remain obligated to pay to PayPal all unpaid charges accrued prior to and at termination. All monthly fees are non-refundable.

If you have signed up for the Product pursuant to a promotional period or discounted fee, you agree to pay the monthly fee as stated in this Agreement immediately upon the expiration of the promotional period or discount offered by PayPal.

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7. Termination.

You may terminate your use of the Product at any time. In such event, your use of the Product will immediately end and you will not be refunded any remainder of the monthly fees that you have paid (or accrued) for the services. PayPal reserves the right to terminate this Agreement if you breach the terms of this Agreement or any other User Agreement to which you have entered into with PayPal. In the event that PayPal terminates your use of the services, you will not be refunded the remainder of the monthly fees that you have paid for

such services.

On termination of this Agreement for any reason, you are solely responsible for managing with your customers the outstanding payment plans that were enabled by your Product (including, without limitation, managing your relationship and communications with those customers).

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8. Your use of the Product.

PayPal does not give or offer any warranty, express or implied, by operation of law or otherwise, in relation to your Product. Nothing provided by PayPal under this Agreement or otherwise for your Product has PayPal's authorisation to include a warranty, and no obligation or liability will arise or grow out of PayPal's rendering of technical, programming or other advice or service in connection with your Product (including, without limitation, services that may assist you with the customisation of your Product).

This Product is used "as is" and you are solely responsible for ensuring that it suits your needs (including, without limitation, taking professional advice where necessary) and for managing your relationship and communications with your customers whose payment plans are enabled by your use of the Product. PayPal recommends that you test the implementation of your Product thoroughly as PayPal is not responsible for any loss caused by a defect in it. PayPal bears no liability (where excludable under applicable law) in connection with your or any third party's use of this Product.

You agree to indemnify PayPal and keep PayPal fully indemnified on a continuing basis from any direct loss, damage and liability, and from any claim, demand or cost (including, without limitation, reasonable attorneys' fees) incurred in relation to any third party (including, without limitation, any of your customers) and arising out of your breach of this Agreement, the User Agreement and the documents incorporated in it by reference (including the Acceptable Use Policy), or the violation of any law.

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9. Governing Law.

This Agreement is governed by English Law.

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