



Complete this form to start arbitration under an arbitration agreement in a contract.

1. Which party is sending in the filing documents? (check one) <input checked="" type="checkbox"/> Consumer <input type="checkbox"/> Business		
2. Briefly explain the dispute: Wrongful termination of services. See attached Demand, incorporated herein by reference.		
3. Specify the amount of money in dispute, if any: \$ >797,265.02		
4. State any other relief you are seeking: <input checked="" type="checkbox"/> Attorney Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input checked="" type="checkbox"/> Other; explain: Prejudgment and post-judgment interest & See attached		
5. Identify the requested city and state for the hearing if an in-person hearing is held: City: Litchfield State: Connecticut		
6. Please provide contact information for both the Consumer and the Business. Attach additional sheets or forms as needed.		
Consumer:		
Name: VDARE Foundation		
Address: P.O. Box 211		
City: Litchfield	State: Connecticut	Zip Code: 06759
Telephone:	Fax:	
Email Address:		
Consumer's Representative (if known):		
Name: Marc J. Randazza & Jay M. Wolman		
Firm: Randazza Legal Group, PLLC		
Address: 100 Pearl Street, 14th Floor		
City: Hartford	State: Connecticut	Zip Code: 06103
Telephone: 702-420-2001	Fax: N/A	
Email Address: ecf@randazza.com		
Business:		
Name: PayPal, Inc., Attn: Litigation Department		
Address: 2211 North First Street		
City: San Jose	State: California	Zip Code: 95131
Telephone:	Fax:	
Email Address:		



Business' Representative (if known):		
Name: Unknown		
Firm:		
Address:		
City:	State: Select...	Zip Code:
Telephone:	Fax:	
Email Address:		
Date:		

7. Send a copy of this completed form to the AAA together with:

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes;
- The proper filing fee (filing fee information can be found in the Costs of Arbitration section of the Consumer Arbitration Rules); and
- A copy of the court order, if arbitration is court-ordered.

8. Send a copy of the completed form and any attachments to all parties and retain a copy of the form for your records.

To file by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

To file online, visit www.adr.org and click on **File or Access Your Case** and follow directions. To avoid the creation of duplicate filings, the AAA requests that the filing documents and payment be submitted together. When filing electronically, no hard copies are required.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

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5 Hartford, Connecticut 06103
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9 VDARE Foundation

AMERICAN ARBITRATION ASSOCIATION

10 VDARE Foundation,
11 a 501(c)(3) non-profit organization,
12 Claimant,
13 vs.
14 PAYPAL, INC.,
15 a Delaware corporation,
16 Respondent.

Case No. _____

DEMAND FOR ARBITRATION FOR:

- (1) VIOLATION OF UNRUH CIVIL RIGHTS ACT;
- (2) UNLAWFUL, UNFAIR, AND FRAUDULENT BUSINESS PRACTICES UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200;
- (3) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- (4) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

19 Claimant VDARE Foundation ("VDARE" or "Claimant") hereby files this
20 Demand for Arbitration against Respondent PayPal, Inc. ("PayPal") for
21 (1) violation of the Unruh Civil Rights Act, Cal. Civ. Code § 51; (2) unlawful, unfair,
22 and fraudulent business practices under Cal. Bus. & Prof. Code § 17200;
23 (3) breach of the implied covenant of good faith and fair dealing; and (4)
24 intentional interference with prospective economic advantage.

1.0 INTRODUCTION

25
26 1. Claimant VDARE is a non-profit educational organization that is
27 exempt from federal income taxation under IRC section 501(c)(3). It is

1 headquartered in Litchfield County, Connecticut, and its mailing address is P.O.
 2 Box 211, Litchfield, Connecticut 06759. As is stated on the "about" page of its
 3 website (<https://vdare.com/about>), VDARE's mission is education on two main
 4 issues: first, the unsustainability of current U.S. immigration policy and second,
 5 whether the U.S. can survive as a nation-state. VDARE does this through
 6 VDARE.com, VDARE Books, and through public speaking, conferences, debates
 7 and media appearances.

8 2. VDARE's founder, Peter Brimelow, is a well-known magazine editor,
 9 political commentator, columnist and author. During the course of a long career
 10 that spans five decades, he has served as an editor and writer at the *Wall Street*
 11 *Journal*, *Financial Post*, *Macleans*, *Barrons*, *Fortune*, *Forbes*, *National Review*, and
 12 *MarketWatch*. He is a recipient of the Gerald Loeb Award for Distinguished
 13 Business and Financial Journalism, was a media fellow at the Hoover Institution,
 14 and has been described as "a star of the conservative movement in the 2000's."¹
 15 He is the author of four well-regarded books, including *Alien Nation: Common*
 16 *Sense About America's Immigration Disaster* (1995), a national bestseller in the
 17 U.S., and *The Patriot Game: National Dreams and Political Realities* (1986), a book
 18 on Canadian politics that is credited with spurring the creation of the Reform Party
 19 of Canada in 1987 and exercising a profound influence on future Prime Minister
 20 Stephen Harper; *The Wall Street Gurus: How You Can Profit from Investment*
 21 *Newsletters*; and *The Worm in the Apple: How the Teacher Unions Are Destroying*
 22 *American Education*.

23 3. Since 1999, VDARE has published data, analysis and editorial
 24 commentary from a wide variety of writers of every race, religion, nationality and
 25

26 ¹ Mathew Hayday, *So They Want Us to Learn French: Promoting and*
 27 *Opposing Bilingualism in English-Speaking Canada* (UBC Press 2015), at p. 176.

1 political affiliation who oppose current U.S. immigration policy and argue for
 2 immigration control and reform.² In doing so, VDARE seeks to influence public
 3 debate and discussion on the issues of immigration and the future of the United
 4 States as a viable nation-state. It has never advocated violence or any form of
 5 illegality. Its founder, Mr. Brimelow, is an immigrant, and its managing editor,
 6 James Fulford, is a foreign national. It counts foreign nationals, immigrants, and
 7 members of racial and ethnic minorities among its strongest supporters, donors
 8 and contributors. It has published on the negative effect of uncontrolled
 9 immigration on racial minorities, including recently arrived immigrants. VDARE's
 10 editorial perspective in favor of limiting immigration is essentially the same as the
 11 position set forth by now-President Donald Trump in his August 15, 2015, speech
 12 on the issue.

13 4. Claimant VDARE owns and operates the web site at the URL
 14 <VDARE.com> (the "Site"). The views and opinions expressed on articles and
 15 audiovisual programming hosted on the Site, including those expressed by its
 16 founder, Peter Brimelow, are often controversial.

17 5. At all relevant times herein, Claimant was a PayPal user.

18 6. Until services were wrongfully terminated by PayPal, Claimant used
 19 PayPal's processing system to receive donations from its supporters, including
 20 monthly, weekly, and yearly automated recurring donations.

21 7. VDARE relied upon the revenue stream from those donors to conduct
 22 its day-to-day activities.

23 8. It is at this point well-known that large tech companies, located
 24 primarily in Silicon Valley, are discriminating against politically conservative

25
 26 ² The website launched in 1999 under the auspices of the Center for
 27 American Unity, but has been separately owned and operated by VDARE for over
 a decade.

1 entities and individuals, including banning them from social media platforms such
 2 as Twitter and Facebook, withholding DDOS services by platforms such as
 3 CloudFlare, and, as here, barring the use of online payment processors such as
 4 PayPal, based solely on their political and ideological viewpoints.

5 9. Respondent PayPal has been an active member of this campaign of
 6 censorship. It banned Claimant from its payment-processing platform for no
 7 reason other than disagreement with the messages Claimant conveys.

8 10. PayPal engaged in this viewpoint-based censorship despite stating
 9 that, in determining whether a user violated its acceptable use policy, it would
 10 only consider conduct actually involving the use of PayPal. PayPal's decision to
 11 kick Claimant off its platform had nothing to do with such activities.

12 11. PayPal banning Claimant sets a dangerous precedent for any person
 13 or entity with controversial views. Acceptable use policies of tech companies,
 14 including PayPal's policy, are notoriously broad and subjective, meaning that
 15 essentially any expression aside from the most boring and banal interpretation of
 16 events potentially violates them. Meanwhile, whims of would-be-censors change
 17 from day to day, time to time, and no user of this ubiquitous banking service can
 18 predict who will be next.

19 12. PayPal discriminated against Claimant based on its political
 20 viewpoints and politically conservative affiliation, thus violating the California
 21 Unruh Civil Rights Act. PayPal is engaged in unfair business practices by enforcing
 22 its contractual terms in an unconscionable manner, namely arbitrarily banning
 23 Claimant from its platform for off-platform speech despite never claiming it might
 24 ban users for off-platform activity. In doing so, it also violated the implied
 25 covenant of good faith and fair dealing with Claimant and intentionally interfered
 26 with Claimant's prospective economic advantage.

27

4.0 FACTS COMMON TO ALL CLAIMS

20. Claimant VDARE owns and operates the web site at the URL <vdare.com>. The views and opinions expressed on articles and audiovisual programming hosted on Site, including those expressed by its founder, Peter Brimelow, are often controversial. It also offers for sale books written by Mr. Brimelow and other contributors.

21. On August 15, 2017, VDARE's Advancement Officer, Lydia Brimelow, received two emails from PayPal: one notifying her that the money in VDARE's PayPal account was eligible for withdrawal, and another notifying her that PayPal had placed a "permanent limitation" on VDARE's account.

22. A "permanent limitation" is a complete termination of services.⁴

23. PayPal stated that due to "the nature of your activities" it had "chosen to discontinue service to [VDARE]."

24. No advance warning was provided to enable VDARE to notify its donors and transfer them to an alternate donation platform.

25. PayPal provided no further explanation or elaboration, nor did it specify what (if any) part of the User Agreement or Acceptable Use Policy that VDARE violated.

26. PayPal's decision to terminate services was a purely discretionary one.

27. VDARE fully complied with PayPal's 3:20 p.m. request that it remove all references to PayPal from its website despite the 3:21 p.m. email stating that VDARE could place logos on its website.

⁴ The "permanent limitation" email was sent at 3:20 p.m. The other email was sent at 3:21 p.m. and suggested that the limitation could be lifted if VDARE "perform[ed] the steps required to lift the limitation." No such steps were ever provided and there has been no means to lift the limitation.

1 28. In an effort to communicate with PayPal and resolve the dispute, Ms.
2 Brimelow attempted to follow the instructions from PayPal to contact the "PayPal
3 Brand Risk Management Department"; she was unable to do so as that
4 department cannot be reached by customers.

5 29. In lieu of the Brand Risk Department, Ms. Brimelow spoke with the
6 fraud department, who informed her that when accounts are suspended, a
7 PayPal employee will complete a form listing various violations, including fraud
8 and sale of impermissible items—the form for VDARE contained no cause.

9 30. Instead of a cause, there was a note referencing the Acceptable
10 Use Policy without detail.

11 31. Ms. Brimelow was informed by the fraud department that there was
12 no method to obtain a further explanation for PayPal's actions.

13 32. The note referencing the Acceptable Use Policy contradicted the
14 email from PayPal informing VDARE that the termination was discretionary and
15 was not prompted by any violation of the Acceptable Use ("AU") Policy.

16 33. The AU Policy provides four categories of "Prohibited Activities."
17 Notably, the prohibited activities only provide that a user "may not use the PayPal
18 service for activities that" fall into one or more of the categories.

19 34. As discussed below, the termination came in the wake of the Unite
20 the Right rally following which PayPal publicly affirmed that it would not "accept
21 payment or donations for activities that promote hate, violence or racial
22 intolerance. This includes organizations that advocate racist views, such as the
23 KKK, white supremacist groups or Nazi groups." See Paasche, Franz, "PayPal's
24 AUP—Remaining Vigilant on Hate, Violence & Intolerance" (Aug. 15, 2017),
25 available at [https://www.paypal.com/stories/us/paypals-aup-remaining-](https://www.paypal.com/stories/us/paypals-aup-remaining-vigilant-on-hate-violence-intolerance)
26 [vigilant-on-hate-violence-intolerance](https://www.paypal.com/stories/us/paypals-aup-remaining-vigilant-on-hate-violence-intolerance)

27 35. VDARE does not promote hate, violence, or racial intolerance.

1 36. VDARE does not advocate racist views.

2 37. Related thereto, sub-paragraph 2 of the Prohibited Activities section
 3 of the AU Policy provides that a user may not use PayPal for activities that "relate
 4 to transactions involving . . . (f) the promotion of hate, violence, racial or other
 5 forms of intolerance that is discriminatory or the financial exploitation of a crime .
 6 . . ."

7 38. These terms are purposely vague, and could conceivably (and
 8 unconscionably) be applied to any speech at all, given the opaque manner in
 9 which PayPal has applied them.

10 39. The AU Policy mentions nothing about evaluating a user's off-
 11 platform activities as the basis for a finding that the user has violated the policy.

12 40. PayPal's User Agreement (the "UA") lays out, inter alia, when PayPal
 13 may terminate a user's PayPal account or issue a limitation on it.

14 41. The UA explains that account limitations "are implemented to help
 15 protect PayPal, buyers and sellers when we notice restricted activities or activity
 16 that appears to us as unusual or suspicious. Limitations also help us collect
 17 information necessary for keeping your PayPal account open."

18 42. The UA provides several examples of situations where PayPal might
 19 issue a limitation, including "[i]f we reasonably believe you have violated the
 20 Acceptable Use Policy."

21 43. Because all the examples are directed at activity that involves risky,
 22 fraudulent, or illegal financial transactions, PayPal effectively communicates to its
 23 users it will not issue a limitation based on off-platform activity.

24 44. The UA states that "[i]f we change the user agreement in a way that
 25 reduces your rights or increases your responsibilities, we will provide you with 30
 26 days' prior notice by posting notice on the Policy Updates page of our website."
 27

1 45. Despite the UA specifically incorporating and referencing the AU
 2 Policy, PayPal did not provide Claimant with any notice of that it would be
 3 reimagining its AU Policy to result in the possible termination of services to VDARE.

4 46. As the termination occurred within three days of the Unite the Right
 5 rally in Charlottesville, Virginia, it is evident that the termination by PayPal of
 6 services to VDARE was a direct response thereto.

7 47. In fact, in a February 24, 2019, Wall Street Journal article, PayPal CEO
 8 Dan Schulman referred to the August 12, 2017, Unite the Right rally as a “defining
 9 moment” for PayPal to start blacklisting conservative organizations, frequently
 10 upon the recommendation of a far-left activist organization, the Southern
 11 Poverty Law Center. See Rudegeair, Peter, “PayPal CEO Grapples with Gringe
 12 Groups”, Wall Street Journal (Feb. 24, 2019) available at
 13 [https://www.wsj.com/articles/paypal-ceo-grapples-with-fringe-groups-](https://www.wsj.com/articles/paypal-ceo-grapples-with-fringe-groups-11551016800)
 14 [11551016800](https://www.wsj.com/articles/paypal-ceo-grapples-with-fringe-groups-11551016800) .

15 48. The Southern Poverty Law Center has wrongly designated VDARE as
 16 a “hate group”, a designation which is unappealable.

17 49. VDARE had no involvement with the Unite the Right rally and did not
 18 endorse it.

19 50. PayPal's termination is permanent, and cannot be appealed.

20 51. The termination prevents Claimant from sending or receiving money
 21 through PayPal.

22 52. The loss of the PayPal account and future ability to use PayPal
 23 significantly reduces Claimant's income, but more importantly PayPal deciding
 24 to kick Claimant off its platform has harmed the legitimacy of Claimant in the eyes
 25 of the general public and has already led to a loss of good will.

26
 27

1 53. At the time of the termination, VDARE had numerous donors who
 2 relied upon PayPal's automated recurring donation feature to contribute to
 3 VDARE regularly.

4 54. These donations provided a crucially important revenue stream to
 5 VDARE that VDARE relied upon in order to conduct its day-to-day activities.

6 55. Following the termination, PayPal repeatedly sent VDARE's donors
 7 emails falsely stating:

8 "We've tried to process your automatic payment several times, and it is
 9 now past the original due date. You should contact VDare.com to pay
 10 what you owe."

11 56. The email also refers to a "Payment Due" as having "Failed".

12 57. Upon information and belief, PayPal continues to send those
 13 previously recurring contributors the aforesaid false and misleading email.

14 58. PayPal even sends a message to VDARE falsely stating that an
 15 automatic payment has failed, when it does not actually attempt to process it,
 16 informing VDARE that it sent an email to the donor "asking them to make sure
 17 their payment information is correct", when it knows it will not actually process
 18 any such payment.

19 59. In fact, without telling the donors, PayPal knowingly and intentionally
 20 did not try to process the automatic payment one or more times, since it had
 21 terminated services to VDARE.

22 60. VDARE was required to repeatedly explain to donors that it was not
 23 refusing to process donations, but rather PayPal had arbitrarily banned VDARE
 24 from using its services.

25 61. The instruction to the donors to "pay what you owe" was insulting and
 26 demeaning to these voluntary contributors.

27

1 62. Upon information and belief, several contributors who received these
 2 emails contacted PayPal directly and PayPal failed to explain why it banned
 3 VDARE or why it continued to knowingly send false and misleading emails to the
 4 regular contributors.

5 63. Upon information and belief, PayPal acknowledged to the
 6 complaining contributors that the emails were false and misleading, referring to
 7 them as automatically-generated "spam", that it believed it was permissible to
 8 send misleading emails, and that the emails "did not fit the situation".

9 64. Upon information and belief, some donors did not believe VDARE's
 10 explanation that PayPal had arbitrarily terminated services and, therefore, ended
 11 their recurrent donations rather than suffer ongoing harassing and abusive emails
 12 from PayPal.

13 65. As a result of the termination of services and the false and misleading
 14 emails to donors by PayPal, VDARE has lost contributors, including loyal, longtime
 15 ones, and their concomitant donations.

16 66. Further, VDARE utilized the PayPal recurring donations feature to
 17 manage subscriptions to its hard-copy VDARE Quarterly Magazine. The magazine
 18 helped VDARE reach non-internet readers, an important audience.

19 67. The magazine was an important revenue stream for VDARE, and,
 20 thus, as a result of the termination of services by PayPal, the magazine's
 21 approximately 500 subscribers were abruptly severed and has only since
 22 recovered to approximately 200 subscribers.

23 68. Such loss of subscribers compounded the economic harm and
 24 interfered with VDARE's educational mission.

25 69. As of April 17, 2019, the date the notice to PayPal was sent, VDARE
 26 suffered calculable damages of \$121,909.16 in diminished revenues, which
 27 damages are ongoing and continue to accrue.

1 70. PayPal's decision to ban Claimant has harmed Claimant's good will
 2 with the general public and is resulting in the loss of future donors and viewers of
 3 the Site.

5.0 FIRST CLAIM FOR RELIEF
Violation of the Unruh Civil Rights Act
Cal. Civ. Code § 51

7 71. Claimant incorporates by reference each of the preceding
 8 paragraphs of this Demand for Arbitration as though fully set forth herein.

9 72. Although the UA contains a Delaware choice of law clause,
 10 California law governs VDARE's claims. PayPal made its decision to terminate at
 11 its California headquarters, and its actions implementing the ban were
 12 coordinated at and emanated therefrom, including the false and misleading
 13 emails sent to VDARE's contributors.

14 73. The Unruh Civil Rights Act ("Unruh") guarantees that "all persons" are
 15 "entitled to full and equal accommodations, advantages, facilities, privileges, or
 16 services in all business establishments of every kind whatsoever."

17 74. Although the Unruh Act specifically forbids business establishments
 18 from discriminating based on "sex, race, color, religion, ancestry, national origin,
 19 disability, medical condition, genetic information, marital status, sexual
 20 orientation, citizenship, primary language, or immigration status", this statutorily
 21 enumerated list is illustrative, and not exhaustive, of the characteristics on which
 22 business establishments may not discriminate.

23 75. Discrimination based on political affiliation or ideology is forbidden
 24 under Unruh, as it is a personal characteristic.

25 76. Status as a corporate entity does not preclude VDARE from
 26 exercising its right to be free from discrimination on the basis of protected class
 27

1 status. See, e.g., *Burwell v. Hobby Lobby Stores, Inc.*, 134 S. Ct. 2751, 2772-73
 2 (2014).

3 77. PayPal is a business establishment under Unruh, as it is a business
 4 which provides services to the general public that is headquartered in California.

5 78. PayPal imposed a "permanent limitation" on Claimant's PayPal
 6 accounts due to content on Claimant's Site that the SPLC wrongly views as
 7 promoting hate.

8 79. On information and belief, it is VDARE's highly political content that
 9 PayPal pretextually used to claim a violation of its AU Policy.

10 80. VDARE's political commentary was echoed in then-candidate
 11 Trump's August 15, 2015, immigration statement, which, upon information and
 12 belief, was critical to his electoral victory and, thus, represents a mainstream
 13 viewpoint.

14 81. PayPal thus banned Claimant from its publicly accessible platform
 15 because of the political views expressed on the Site.

16 82. PayPal is restraining Claimant's commerce because it is politically
 17 conservative and courts a conservative audience.

18 83. PayPal's actions amount to discrimination based on political
 19 viewpoint and affiliation, which is forbidden under Unruh.

20 84. Claimant has suffered, and will continue to suffer, economic harm in
 21 the form of lost sales, revenues, and donations, as well as loss of consumer
 22 goodwill and business reputation, as a result of Respondent's Unruh violations in
 23 an amount in excess of \$10,000.

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6.0 SECOND CLAIM FOR RELIEF

Unlawful, Unfair, and Fraudulent Business Practices

Cal. Bus. & Prof. Code § 17200

85. Claimant incorporates by reference each of the preceding paragraphs of this Demand for Arbitration as though fully set forth herein.

86. Respondent's acts and conduct, as alleged above in this Demand for Arbitration, constitute unlawful, unfair, and/or fraudulent business acts or practices as defined by California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 (the "UCL").

87. PayPal's AU Policy states that users are not permitted to "use the PayPal service for activities that . . . relate to transactions involving . . . the promotion of hate, violence, racial or other forms of intolerance that is discriminatory . . ."

88. The AU Policy mentions nothing about evaluating a user's off-platform activities as the basis for a finding that the user has violated the policy, and only states that **use of PayPal** in these prohibited forms constitute a violation of the policy.

89. PayPal's UA explains that account limitations "are implemented **to help protect PayPal, buyers and sellers** when we notice restricted activities or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PayPal account open."

90. The UA provides several examples of situations where PayPal might issue a limitation, including "[i]f we reasonably believe you have violated the Acceptable Use Policy."

91. None of these examples allow PayPal to issue a limitation based on off-platform activity, and all the examples are geared towards activity that involves risky, fraudulent, or illegal financial transactions.

1 92. Under the Consumer Legal Remedies Act (the "CLRA"), businesses
 2 are proscribed from "unfair methods of competition and unfair or deceptive
 3 acts," including "[i]nserting an unconscionable provision in the contract." Cal.
 4 Civ. Code § 1770(a)(19).

5 93. Respondent's AU Policy and UA are procedurally unconscionable;
 6 they are part of a contract of adhesion and were imposed unilaterally with no
 7 prior notice.

8 94. Respondent's AU Policy and UA are substantively unconscionable;
 9 they are grossly one-sided and allow for banning users based on conduct that
 10 Respondent gave no notice could constitute a basis for a user ban, and which
 11 can be changed at a whim simply by re-defining what certain terms mean from
 12 day to day.

13 95. These terms are particularly unconscionable because of the
 14 necessity of services like PayPal for the daily operations of any business engaged
 15 in e-commerce, as well as the significant market share PayPal has acquired in
 16 recent years by acquiring its most prominent competitors.

17 96. PayPal's actions go far beyond any reasonable interpretation of the
 18 language of its policies, and it is apparent that PayPal is using its policies as a
 19 pretext to engage in political discrimination without actually saying so.

20 97. PayPal's ability to cut off a user from its platform, after that user has
 21 made significant investments to use PayPal for its payment processing, without
 22 any prior notice or ability to appeal, and by PayPal considering off-platform
 23 behavior of the user that it never even suggested it would look at, provides an
 24 incredibly lopsided and unfair advantage to PayPal.

25 98. VDARE was given no warning or ability to contact recurring donors to
 26 enable them to readily transfer to an alternate, available system. PayPal's means
 27

1 and method of sudden termination served no legitimate business purpose and
2 only served to harm VDARE.

3 99. Respondent's method of enforcing the AU Policy and UA is an unfair
4 business practice under the UCL.

5 100. It is fundamentally oppressive, unethical, and injurious to customers
6 because it allows PayPal to lie to parties who use its services by claiming that
7 terminations and restrictions due to violations of the AU Policy will be limited to
8 activities that actually use the PayPal service, while in fact looking at the user's
9 off-platform activity.

10 101. PayPal thus polices the thoughts of its users and engages in viewpoint
11 discrimination without actually telling any of these users, meaning a user may lose
12 access to the essential PayPal platform for activity it reasonably assumed PayPal
13 had no interest in monitoring.

14 102. PayPal tells users through its policies that it will not discriminate based
15 on political viewpoint, meaning PayPal represents to the average user that
16 PayPal, as a payment processor with no free speech interests in monitoring the
17 off-platform conduct of its users, would be a neutral platform. That has turned out
18 to be a lie.

19 103. PayPal made such implicit representation to Claimant when its
20 subject accounts were created and with the most recent delivery of the AU Policy
21 and UA.

22 104. Respondent's method of enforcing the AU Policy and UA is a
23 fraudulent business practice under the UCL.

24 105. Claimant reasonably relied on PayPal's representations that it would
25 only look to activities actually using the PayPal service in determining whether a
26 violation of the AU Policy occurred.

27

1 114. PayPal, in its take-it-or-leave-it contract of adhesion, provides itself
 2 with broad, unilateral power to terminate or restrict a user's PayPal account for a
 3 variety of reasons, including for violation of the AU Policy.

4 115. The AU Policy is also extremely broad, allowing actions up to
 5 termination for use of the PayPal platform for promoting, in PayPal's sole,
 6 subjective view, "intolerance that is discriminatory."

7 116. It is impossible to discern what conduct is actually prohibited under
 8 the AU Policy, but the implied covenant of good faith and fair dealing requires
 9 PayPal to use wield this power fairly and in good faith. It has blatantly failed to do
 10 so in terminating Claimant's account.

11 117. It is further impossible to discern what is actually prohibited, since
 12 PayPal joyfully accepts the business of many people and businesses that any
 13 reasonable person could call "intolerant," or "hateful," or "discriminatory."
 14 However, these so-called standards are applied arbitrarily and capriciously.

15 118. In issuing the termination, PayPal took an arbitrary view of the
 16 prohibited conduct in the AU Policy, well beyond what any reasonable user
 17 would think is prohibited, to engage in viewpoint discrimination against
 18 conservatives.

19 119. It also premised its actions on activity Claimant took completely
 20 separate from the PayPal service despite providing no indication it would do this.

21 120. PayPal provided no prior notice to Claimant that it would broaden
 22 the scope of its AU policy, which it then used as the basis for kicking Claimant off
 23 its platform.

24 121. And finally, PayPal made its decision without any prior notice to
 25 Claimant and without any opportunity to challenge or appeal this decision.

26 122. None of these activities show a fair exercise of PayPal's broad
 27 authority under its contract with Claimant.

1 (2) Actual damages based on Respondent's conduct as alleged herein
 2 in an amount to be determined at arbitration including, but not limited to:

- 3 a. Damages in the amount of \$121,606.19, representing lost revenue
- 4 from the date of termination through April 17, 2019; and
- 5 b. Damages in the amount of \$675,658.83, representing reasonably
- 6 anticipated lost revenue for 10 years, reduced to present value;

7 (3) Punitive damages based on Respondent's willful, malicious,
 8 intentional, and deliberate acts in an amount to be determined at arbitration, up
 9 to and including an award of three times the amount of actual damages under
 10 the Unruh Act;

- 11 (4) Statutory damages of not less than \$4,000;
- 12 (5) Prejudgment and post-judgment interest at the rate allowed by law;
- 13 (6) Reasonable attorneys' fees and expenses of arbitration;
- 14 (7) A declaration that PayPal has violated the Unruh Act and the UCL,
 15 breached the implied covenant of good faith and fair dealing, and intentionally
 16 interfered with VDARE's prospective economic advantage;

- 17 (8) Injunctive relief requiring:
 - 18 a. Respondent to reinstate Claimant's PayPal account;
 - 19 b. Respondent to permit VDARE and its donors to utilize its service;
 - 20 c. Respondent to cease sending false and harassing email messages to
 - 21 VDARE's contributors;
 - 22 d. Respondent to notify VDARE's recurring donors that the emails were
 - 23 false and that VDARE's account was unlawfully terminated and has
 - 24 been restored; and
 - 25 e. Respondent be enjoined from denying services to individuals and
 - 26 groups due to their political beliefs and affiliations and that
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Respondent restore any accounts that have been so unlawfully
suspended or terminated; and
(9) All other relief to which Claimant may be entitled.

Dated: August 12, 2019.

Respectfully Submitted,
RANDAZZA LEGAL GROUP, PLLC
/s/ Marc J. Randazza
Marc J. Randazza, CA Bar No. 269535
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Hartford, Connecticut 06103
Attorneys for Claimant
VDARE Foundation

EXHIBIT A

PAYPAL ACCOUNT USER AGREEMENT

This user agreement will be effective for all users as of July 9, 2019.

Welcome to PayPal!

This user agreement is a contract between you and PayPal, Inc. governing your use of your PayPal account and the PayPal services. It applies to U.S. PayPal accounts only. If you are an individual, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state of residence to open a U.S. PayPal account and use the PayPal services. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open a U.S. PayPal account and use the PayPal services.

By opening and using a PayPal account, you agree to comply with all of the terms and conditions in this user agreement. The terms include an [agreement to resolve disputes by arbitration](#) on an individual basis. You also agree to comply with the following additional policies and each of the other agreements on the [Legal Agreements](#) page that apply to you:

- [Privacy Statement](#)
- [Acceptable Use Policy](#)
- [Electronic Communications Delivery Policy \(E-Sign Disclosure and Consent\)](#)

Please read carefully all of the terms and conditions of this user agreement, terms of these policies and each of the other agreements that apply to you.

We may revise 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, 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 you at least 21 days advance notice for personal accounts and at least 5 days advance notice for business accounts. By continuing to use our services after any changes to this user agreement, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

ABOUT YOUR ACCOUNT

Opening a PayPal Account

We offer two types of PayPal accounts: personal PayPal accounts and business PayPal accounts, both covered by this user agreement.

All PayPal accounts let you do things like:

- [Send](#) and receive money.
- [Buy](#) things online, using mobile devices or in stores.
- Make payments using your credit card, debit card, bank account, or other payment options, including funds held as balance in a business PayPal account (if we have verified the [required identifying information](#) you provide to us) or funds held in a PayPal Cash or a PayPal Cash Plus account linked to a personal PayPal account if you choose to open a PayPal Cash or a PayPal Cash Plus account. The term “Cash Account” in this user agreement will be used to refer to either a PayPal Cash or a PayPal Cash Plus account. More information about Cash Accounts can be found in the [PayPal Cash and PayPal Cash Plus Account Terms and Conditions](#).

- Accept credit card, debit card, bank account, Cash Account and other payment methods from others.

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

Personal PayPal accounts

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

- Send and request money from friends and family.
- Buy goods and services.

You can also use a personal PayPal account to receive money for the sale of goods and services and hold that money in a linked Cash Account or transfer it to a linked bank account or debit card if you do not open a Cash Account, but if you plan to use your personal PayPal account primarily to sell things, you should open a business PayPal account. You can also convert your personal PayPal account to a business PayPal account should circumstances change.

Business PayPal accounts

We recommend business PayPal accounts for people and organizations that primarily use PayPal to sell goods or services or accept donations, even if your business is not incorporated. With a business PayPal account, you can do things like:

- Use a company or business name as the name on your business PayPal account.
- Allow up to 200 employees access to some of the features of your business PayPal account.
- Sign up for [PayPal products](#) that meet your business needs.

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

By opening up a business PayPal account or converting a personal PayPal account to a business PayPal account, you certify to us that you are using it primarily for a business or commercial purpose. You also consent to PayPal obtaining your personal and/or business credit report from a credit reporting agency at account opening and whenever we reasonably believe there may be an increased level of risk associated with your business PayPal account.

Commercial Entity Status

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

Closing Your PayPal Account

You may close your PayPal 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. If you have a Cash

Account linked to a personal PayPal account, you must [withdraw](#) or transfer any funds held in your Cash Account before closing your personal PayPal account, and closing a personal PayPal account will result in PayPal automatically closing any linked Cash Account. If you have a business PayPal account, you must [withdraw](#) or transfer any balance from your business PayPal account before closing it, and if you have not provided the [required identifying information](#) to us, or if we are unable to verify the [required identifying information](#) you provide, you must transfer any balance in your business PayPal account to a linked bank account or debit card. You cannot withdraw or transfer digital gift certificates/cards that are purchased through [PayPal Digital Gifts](#) and linked to your personal or business PayPal account as payment methods. However, even without your PayPal account, you can still use the codes you received by email when you purchased the gift certificates/cards to make purchases.

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.

Link or Unlink a Payment Method

You can link or unlink a credit card, debit card, a U.S. bank account or PayPal Credit to your PayPal account as a payment method. You can also link a Cash Account to your personal PayPal account as a payment method and unlink the Cash Account by withdrawing all funds and closing it. Please keep your payment method information current (e.g. 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 payment method from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner. To do this, we will charge \$1.95 to the card. After the card is confirmed, we will immediately refund this amount to the card.

Receiving Funds, Holding a Balance or Transferring Funds

Personal PayPal accounts

Money sent to your personal PayPal account cannot be held as a balance in your personal PayPal account. When you receive money to your personal PayPal account, you can:

- transfer the money via a standard transfer to your bank account linked to your personal PayPal account for free;
- transfer the money via an Instant Transfer to an eligible debit card or bank account linked to your personal PayPal account, subject to the fees applicable to such transfers that can be found on the [Fees for Transferring Funds \(for personal PayPal accounts\)](#) table (see Exhibit A-1 to this pdf copy of the user agreement) and that will be disclosed to you in advance each time you initiate such a withdrawal;
- request PayPal to send the money to you by check (subject to a non-refundable fee of \$1.50, which will be deducted from the amount of the withdrawal). If you request a paper check from us, you must cash it within 180 days of the date of issuance, or we will return the funds to your linked Cash Account if you have one or hold the funds on your behalf and retain the non-refundable fee of \$1.50. We will not send a check to a post office box, and we will only send a check to an address once we have confirmed that it belongs to you;

- open a Cash Account to hold the money as a balance in your Cash Account for purchases or to transfer funds to friends and family members. A Cash Account is separate account from your personal PayPal account. If you open a Cash Account, we will automatically link your Cash Account to your personal PayPal account. More information about Cash Accounts can be found in the [PayPal Cash and PayPal Cash Plus Account Terms and Conditions](#).

You also cannot transfer money to your personal PayPal account to be held as a balance in your personal PayPal account. You will need to open a Cash Account to hold the money as a balance in your Cash Account, which can be used for purchases or to transfer funds to friends and family members. More information about Cash Accounts can be found in the [PayPal Cash and PayPal Cash Plus Account Terms and Conditions](#).

Except as provided below, any balance in your Cash Account and any funds sent to you which have not yet been transferred to a linked bank account or debit card if you do not have a Cash Account represents an unsecured claim against PayPal and is not insured by the Federal Deposit Insurance Corporation (FDIC).

PayPal combines your PayPal funds with the PayPal funds of other PayPal users and invests those funds in liquid investments in accordance with state money transmitter laws. PayPal owns the interest or other earnings on these investments. These pooled amounts are held apart from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.

If you have a PayPal Cash Card debit card as part of a Cash Account, that Cash Account will have pass-through FDIC insurance as further detailed in the [PayPal Cash and PayPal Cash Plus Account Terms and Conditions](#).

Business PayPal accounts

Money sent to a business PayPal account can be held directly as balance in the business PayPal account. The balance functionality in your business PayPal account will differ depending on whether we have been able to verify the [required identifying information](#) that you provide to us.

The required identifying information is:

- For sole proprietorships: name, physical address, date of birth and taxpayer identification number; or
- For other types of business legal entities: business name, business address, taxpayer identification number, and proof of business existence.

If we have not verified the [required identifying information](#), a balance in your business PayPal account can only be held in your business PayPal account and transferred to a linked bank account or debit card or you can request PayPal to send you the money by check (subject to a non-refundable fee of \$1.50, which will be deducted from the amount of the withdrawal). Your balance may also be used to fund payments or money owed to PayPal, such as payments on your PayPal Working Capital account or monies owed for [refunds or chargebacks](#).

If we have verified the [required identifying information](#), a balance can be held in your business PayPal account, transferred to a linked bank account or debit card, used to make purchases or send money to others.

If you have a business PayPal account and we have verified the [required identifying information](#) that you have provided to us, you may transfer money to the balance of your business PayPal account from any bank account linked to your business PayPal account by requesting an electronic transfer from your bank account. If we have not verified the [required identifying information](#) that you have provided to us, you cannot add funds to your balance in a business PayPal account.

You can withdraw balance from your business PayPal account by:

- transferring it via a standard transfer to a bank account linked to your business PayPal account for free,
- transferring it via an Instant Transfer to an eligible debit card or bank account linked to your business PayPal account, subject to the fees applicable to such transfers that can be found on the [Fees for Transferring Balance \(for business PayPal accounts\)](#) table (see Exhibit A-2 to this pdf copy of the user agreement) and that will be disclosed to you in advance each time you initiate such a withdrawal,
- withdrawing it from an ATM (automated teller machine) if you have a PayPal-branded debit card (fees may apply), or
- Requesting a check from us (subject to a non-refundable fee of \$1.50, which will be deducted from the amount of the withdrawal). If you request a paper check from us, you must cash it within 180 days of the date of issuance, or we will return the funds to your balance in your business PayPal account and retain the non-refundable fee of \$1.50. We will not send a check to a post office box, and we will only send a check to an address once we have confirmed that it belongs to you.

Any balance you hold in your business account represents an unsecured claim against PayPal and is not insured by the Federal Deposit Insurance Corporation (FDIC).

PayPal combines your PayPal funds with the PayPal funds of other PayPal users and invests those funds in liquid investments in accordance with state money transmitter laws. PayPal owns the interest or other earnings on these investments. However, the claim against PayPal represented by your PayPal funds is not secured by these investments and you do not have any ownership interest (either legal or beneficial) in these investments. These pooled amounts are held apart from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.

Restrictions on transfers or withdrawals from PayPal accounts

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 authorized 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 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. Completing two out of three of the following steps can help us verify your PayPal account, which may allow us to remove any withdrawal cap:

- Verifying your bank account.
- Linking and confirming your credit or debit card information.
- Providing your social security number.

Managing Your Money in Multiple Currencies

Holding currency other than U.S. dollars

Your balance in your business PayPal account or in your Cash Account, if you have one, may be held in currencies other than U.S. dollars.

If you hold a balance in your business PayPal account or in your Cash Account:

- We may allow you to convert the funds to balance in another currency. If you convert funds in your account, PayPal's transaction exchange rate (including our [currency conversion spread](#)) will be used. We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform.
- You may only withdraw the funds in U.S. dollars. In order to withdraw funds in your account held in another currency you will have to convert the currency to U.S. dollars, or it will be converted for you at the time of your withdrawal. PayPal's currency conversion rate, including our [currency conversion spread](#), will be used.

To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in your business PayPal account or in your Cash Account, in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal's transaction exchange rate (including our [currency conversion spread](#)) will be used.

You are responsible for all risks associated with maintaining multiple currencies in a PayPal Cash Account or business PayPal account. You may not manage or convert multiple currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

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 spread** (described below) 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. For any of the following transactions that involve a currency conversion, the currency conversion spread is 3.25% or such other amount as may be disclosed to you during the transaction, not to exceed 3.7%:

- Paying for goods or services in a currency other than the currency the goods or services are listed in.
- Sending money to a friend or family member such that they receive a different currency from the currency you pay in.
- Sending money using PayPal's Payouts or MassPay products such that your recipients receive a different currency from the currency you pay in.

For all other transactions involving a currency conversion, the currency conversion spread is 2.5% or such other amount as may be disclosed to you during the transaction, not to exceed 3.7%.

Currency conversion choices

When your payment is funded by a debit or credit card and PayPal determines a currency conversion is necessary, you consent to and authorize 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, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including 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, 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 Cash Account balance, business PayPal account balance or linked bank account is the payment method.

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. If you have a Cash Account linked to your personal PayPal account, you will receive two statements: one showing all transactions in your personal PayPal account and an additional statement showing only transactions involving your Cash Account.

SENDING MONEY AND BUYING

Sending Money to a Friend or Family Member

Sending money

You can send money 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 money to a friend or family member even if they don’t have a PayPal account at the time you send them money, using their email address or mobile number in any currency that PayPal supports, and you can choose which [payment method](#) you want to use. If the person to whom you are sending money does not have a PayPal account, they can claim it by opening a PayPal account. If they don’t claim it, it will be refunded to you.

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases. You can view any sending limit by logging into your PayPal account.

When you send money to a friend or family member who has a PayPal account, one of two things may happen: they may accept or decline the money. If they decline to accept the money, the money (including any fees you were charged) will be [refunded](#) to:

- The original payment method you used for the transaction, if you used a credit card, debit card, PayPal Credit, a Cash Account, or balance in a business PayPal account as the payment method, or
- The balance in your business PayPal account or the balance in your Cash Account linked to your personal PayPal account if you used a bank account as the payment method and we cannot refund it to your bank account. If you do not have a Cash Account linked to your personal PayPal account, the money will be waiting for you to claim by using one of the available transfer methods under [Receiving Funds, Holding a Balance or Transferring Funds](#) for personal PayPal accounts.

Fees for Sending Money to Friends and Family

The fees applicable to sending money can be found on our [Fees for Sending Money to Friends and Family](#) table (see Exhibit B to this pdf copy of the user agreement) and will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member. If you convert money in your Cash Account balance or in your business PayPal account balance from one currency to another before sending money, PayPal’s transaction exchange rate (including our [currency conversion spread](#)) will be used. If you use your

credit card as the payment method when sending money, you may also be charged a cash-advance fee by your card issuer.

If you send money 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 goods or services. You will not be charged any transaction fee for sending money 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 a fee. 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.

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

How to buy something

You can buy something from a seller who accepts PayPal, in any currency that the seller accepts and that PayPal supports using any [payment method](#) linked to your PayPal account. This includes, for example:

- Buying something at an online retailer's website and selecting PayPal as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your PayPal account to buy something at a seller's physical store.

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 payment methods available for a transaction when you buy something. In addition, payment methods may be limited for certain sellers or if you make a PayPal payment through certain third party websites or applications.

When you authorize 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 authorization 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 payment method, your debit or credit card issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction. If your payment requires a currency conversion by us, PayPal's transaction exchange rate (including a [currency conversion spread](#)) will be used, and may be the rate at the time the payment is processed.

Fees

When you buy something from a seller who accepts PayPal you don't pay a fee to PayPal. If PayPal performs a currency conversion for your purchase, PayPal's transaction exchange rate (including our [currency conversion spread](#)) will be used. Your debit or credit card issuer may also charge you a separate fee for non-U.S. transactions.

In addition you may be required to pay a fee to PayPal if you are making a purchase using PayPal [Business Payments](#) and the seller discloses to you that you, as the buyer, must pay the fee.

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.

Automatic payments

You can agree with a seller who accepts PayPal to use PayPal as the payment method for future purchases with that seller. This agreement is between you and the seller and allows you to pay the seller 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," "preauthorized 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](#), or by calling PayPal at (888) 221-1161. Once your 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 money 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 authorization, 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), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller at least 10 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller.

If you have authorized 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 spread](#)) in effect at the time the automatic payment transaction is processed.

Refunds

When you buy something from a seller online using PayPal and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a debit card, credit card, PayPal Credit, or a balance in your Cash Account or business PayPal account.

If you used a bank account linked to a personal PayPal account as the payment method for the transaction, we will attempt to refund the money to your bank account. If we are unable to do so, we will refund the money to your linked Cash Account if you have one. If you do not have a Cash Account, the money will be waiting for you to claim by using one of the available transfer methods under [Receiving Funds, Holding a Balance or Transferring Funds](#) for personal PayPal accounts.

If you used a bank account linked to a business PayPal account as the payment method for the transaction, we will attempt to refund the money to your bank account. If we are unable to do so, we will refund the money to your balance in your business PayPal account.

For purchases you make in a seller's store location that you paid for using your personal PayPal account and the transaction is ultimately refunded, the money will be refunded to your Cash Account if you have one. If you do not have a Cash Account, the money will be waiting for you to claim by using one of the available transfer methods under [Receiving Funds, Holding a Balance or Transferring Funds](#) for personal PayPal accounts.

For purchases you make in a seller's store location that you paid for using your business PayPal account and the transaction is ultimately refunded, the money will be refunded to your balance in your business PayPal account.

If you used Pay with Rewards to fund your transaction, your refund will be processed back as a dollar amount: depending on your card agreement with your issuer, your issuer may or may not credit your purchase back to your reward balance.

If PayPal performed 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 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 on the date of the refund will apply.

Money will be refunded in the currency you paid; or if we are unable to refund in the currency you paid, in your primary holding currency; or we are unable to refund in your primary holding currency, then in U.S. dollars.

Payment Method Used for My Transaction

Selecting a preferred payment method

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences on www.paypal.com or in the PayPal app. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions and automatic payments.

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

If no preferred payment method, it's still your choice.

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

Backup payment method

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

Sending money to friends and family

When you send money to friends and family within the U.S. using balance in your Cash Account linked to your personal PayPal account, the balance in your business PayPal account, or your bank account, we waive all fees, so we always show you these payment options first, even if you have a set preferred payment method for your online purchases. Remember, you always have the choice to select any payment method in your PayPal account by clicking the “Change” link on the Send Money page. If you select a payment method with a fee, we will always show you the fee before you send money.

Automatic payments

Some sellers allow you to store PayPal as the way you 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. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller. To help minimize disruptions in your automatic payments, we may update your Payment Method information, see [Link or Unlink a Payment Method](#).

When you first set up an agreement, your preferred payment method (if you have one selected) will be shown first. We will also show you other payment methods you have available in your PayPal account that you can instruct the seller to use. For example, you can instruct your monthly movie subscription service to always charge your credit card for the monthly cost. The payment method you select will be used for every future transaction with that seller, unless you change it in your account settings on www.paypal.com or the payment method is unavailable (e.g., because the credit card has expired).

There are a few sellers where you can select PayPal as the method of payment for future transactions, but you won't be shown the specific payment method that will be used. When setting up an agreement with one of these sellers, the payment method used will be in the following order, if applicable: 1. Cash Account (if one is linked to your personal PayPal account) or balance in your business PayPal account (if we've been able to verify the required identifying information you provide to us); 2. Bank account; 3. PayPal co-branded debit card; 4. PayPal co-branded credit card; 5. Debit card; 6. Credit card; and 7. E-check. This is also the order of payment methods that will be used if a previously selected payment method to be used in a seller agreement is unavailable.

You can cancel any agreement in your account settings on www.paypal.com.

Bank account transfers

When you use your bank account as a payment method, you are allowing PayPal to initiate a transfer from your bank account to the recipient. For these transactions, PayPal will make electronic transfers from your bank account in the amount you specify. You authorize PayPal to try this transfer again if the initial transfer is rejected by your bank for any reason.

E-check

E-check is a payment method where you use your bank account as your payment method, and the payment is not received by the recipient until the transaction is processed from the bank. This process usually takes 3-5 Business Days, but this amount of time will increase if the payment is sent from a bank account located outside the United States.

Pay with Rewards

PayPal may allow you to redeem rewards associated with your eligible card(s) when making a purchase with your PayPal account through PayPal's Pay with Rewards program. PayPal may share with you and receive information from your issuer about your issuer accounts to complete the redemption of your rewards when using PayPal's Pay with Rewards program. The exchange of this information is necessary to complete the purchase when you select the Pay with Rewards redemption option.

All Pay with Rewards redemptions are subject to the terms of your card agreement with your card issuer. Pay with Rewards is only available for eligible purchases with certain merchants, and PayPal or your issuer may limit, suspend, or terminate your ability to redeem rewards at any time in accordance with this user agreement and your card agreement. Your issuer determines the value of rewards redeemed through PayPal and available redemption methods (e.g., to pay for your purchase or for a statement credit).

There may be a delay between checkout and processing of your payment. Only rewards available upon processing of your payment will be used. Because your reward balance and/or transaction balance may change, whenever you request to redeem rewards for a purchase you also authorize PayPal to charge up to the full payment amount to your associated card if that happens. For more information on redeeming rewards and how it works, please see [About Payment Methods](#).

Debit card processing

PayPal will process your debit or prepaid card funded transactions through either the ATM debit network or the Visa, MasterCard or Discover network. If we process your debit or prepaid card through an ATM debit network, we may provide you with the opportunity to switch to a Visa, MasterCard or Discover network by changing your preferences for that debit or prepaid card through your PayPal account profile.

Loyalty Cards

If you use the PayPal application on your mobile phone, you may store loyalty card numbers or bar codes, where applicable, for certain sellers in your PayPal account. When you store your loyalty card numbers or bar codes in your PayPal account, you will earn any rewards, subject to the seller's loyalty card terms and conditions, at the time you make your payment to the merchant by presenting the stored loyalty card number or bar code to the seller at the point of sale. It is your responsibility to make sure you have entered your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled. PayPal is not responsible for managing your loyalty card account by offering this service and any questions about your loyalty card or associated rewards program should be directed to the seller who offers the card.

PayPal's Purchase Protection Program

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under PayPal's Purchase Protection program. When applicable, PayPal's Purchase 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 qualifies for the Purchase 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.

IMPORTANT: You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal's Purchase Protection program does not entitle you to reimbursement for the return shipping costs that you may incur.

PayPal's Purchase Protection program may apply when you encounter these specific problems with a transaction:

- You didn't receive your item from a seller (referred to as an "Item Not Received" claim), or
- You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

If you believe that a transaction made through your PayPal account was not authorized by you, this type of claim is different from the Purchase Protection program, and is described below under [Liability for Unauthorized Transactions and Other Errors](#).

Item Not Received claims

Your claim **will not** qualify for a refund under PayPal's Purchase Protection program for an Item Not Received claim, if:

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's physical store, or
- The seller has provided [proof of shipment](#) or [proof of delivery](#).

If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller for an Item Not Received claim even if you claim you did not receive the goods.

Significantly Not as Described claims

An item may be considered Significantly Not as Described if:

- The item is materially different from the seller's description of it.
- You received a completely different item.
- The condition of the item was misrepresented. For example, the item was described as "new" but the item was used.
- The item was advertised as authentic but is not authentic (i.e. counterfeit).
- The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
- You purchased a certain number of items but didn't receive them all.
- The item was damaged during shipment.
- The item is unusable in its received state and was not disclosed as such.

An item may not be considered Significantly Not as Described if:

- The defect in the item was correctly described by the seller in its description of the item.
- The item was properly described but you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was described as "used."

Ineligible items and transactions under PayPal's Purchase Protection program

Payments for the following are not eligible for reimbursement under PayPal Purchase Protection:

- Real estate, including residential property.
- Financial products or investments of any kind.
- Businesses (when you buy or invest in a business).
- Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats.
- Significantly Not as Described claims for wholly or partly custom-made items.
- Donations including payments on crowdfunding platforms.
- Items prohibited by the PayPal [Acceptable Use Policy](#).
- For Item Not Received claims, items which you collect in person or arrange to be collected on your behalf, including items bought in a seller's store location.
- Industrial machinery used in manufacturing.
- Anything purchased from, or an amount paid to, a government agency.
- Stored value items such as gift cards and pre-paid cards.
- Gambling, gaming and/or any other activity with an entry fee and a prize.
- Payments sent using PayPal's friends and family functionality.
- Payments sent using PayPal to any bill payment service.
- Payments made using PayPal Payouts and Mass Pay or guest checkout transactions (i.e. not sent using your PayPal account).

Transaction eligibility for PayPal's Purchase Protection program

To be eligible for PayPal Purchase Protection you must meet all of the following requirements:

- You have a PayPal account in good standing.
- You pay for the eligible item from your PayPal account.
- You respond to PayPal's request for documentation and other information within the time requested.
- You open a dispute in the Resolution Center within 180 days of the date you sent the payment, then follow our online dispute resolution process.
- You have not received a recovery related to such purchase from another source.

Our online dispute resolution process

If you're unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the [Resolution Center](#) to pursue a claim under our Purchase Protection program. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

Step 1: ***Open a dispute*** within 180 days of the date you made the payment. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a [hold](#) on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

Step 2: **Escalate the dispute to a claim** for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the [Resolution Center](#). The seller or PayPal may also escalate the dispute to a claim at this point. If you are making an Item Not Received claim, PayPal may ask you to wait at least 7 days from the transaction date to escalate the dispute.

Step 3: **Respond to PayPal's requests for documentation or other information**, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

Step 4: **Comply with PayPal's shipping requests in a timely manner**, if you're filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of delivery.

Proof of delivery means:

- For transactions that total less than \$750 U.S. dollars (or the foreign currency threshold in the table below), confirmation that can be viewed online and includes the delivery address showing at least city/state or zip code, delivery date, and the identity of the shipping company you used.
- For transactions that total \$750 U.S. dollars (or the foreign currency threshold in the table below) or more, you must provide signature confirmation of delivery.

Signature confirmation foreign currency thresholds

Currency	Transaction value	Currency	Transaction value
Australian Dollar:	850 AUD	New Zealand Dollar:	950 NZD
Brazilian Real:	1,750 BRL	Norwegian Krone:	4,600 NOK
Canadian Dollar:	850 CAD	Philippine Peso:	34,000 PHP
Czech Koruna:	15,000 CZK	Polish Zloty:	2,300 PLN
Danish Krone:	4,100 DKK	Russian Ruble:	48,000 RUB
Euro:	550 EUR	Singapore Dollar:	950 SGD
Hong Kong Dollar:	6,000 HKD	Swedish Krona:	4,950 SEK
Hungarian Forint:	170,000 HUF	Swiss Franc:	700 CHF
Israeli Shekel:	2,700 ILS	Taiwan New Dollar:	23,000 TWD
Japanese Yen:	77,000 JPY	Thai Baht:	24,500 THB
Malaysian Ringgit:	3,100 MYR	U.K. Pounds Sterling:	450 GBP
Mexican Peso:	10,000 MXN	U.S. Dollar:	750 USD

Step 5: **PayPal will make a decision** (including automatically closing any dispute or claim), in its sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online dispute resolution process or any other information PayPal deems relevant and appropriate under the circumstances.

Note that when you are making [Digital Goods Micropayments Purchases](#), there are special rules that apply and that include pre-determined thresholds where we may, at our discretion, reverse the transaction without requiring you to take further action. We may limit the number of automatic reversals that you benefit from, but, even if that is the case, you will still be able to follow PayPal's standard dispute resolution processes described above.

Dispute with us or your card issuer

If you used a debit or credit card as the payment method for a transaction through your PayPal account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer. Applicable card chargeback rights may be broader than those available to you under PayPal's Purchase Protection program. For example, if you dispute a transaction with your card issuer, you may be able to recover amounts you paid for unsatisfactory items even if they don't qualify for protection under a Significantly Not as Described claim with us.

You must choose whether to pursue a dispute with PayPal under our Purchase Protection program, or to pursue the dispute with your card issuer. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we'll close your dispute/claim with us. This won't affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer).

Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller's return policy.

SELLING AND ACCEPTING PAYMENTS

Accepting Payments From Buyers for Goods and Services

Receiving personal payments

If you use your PayPal account to receive payments for the sale of goods or services or accept donations, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you money using the "send money 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. Such further terms include the [PayPal Local Payment Methods Agreement](#).

No surcharges

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. 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.

Presentation of PayPal and Pay with Venmo

You must treat PayPal and/or Venmo as payment methods or marks at least on par with any other payment methods offered at your points of sale, including your websites or mobile applications. This includes at least equal or substantially similar: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you must not mischaracterize PayPal or Venmo as a payment method or exhibit a preference for other payment methods over PayPal or Venmo. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or Venmo or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal or Venmo, whenever you display or exhibit the payment methods 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 or Venmo payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

Taxes and information reporting

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "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.

You acknowledge that we may make certain reports to tax authorities regarding transactions that we process. For example, PayPal is required to report to the Internal Revenue Service the total amount of payments for goods and services you receive each calendar year into all of your PayPal accounts associated with the same tax identification number if you receive more than \$20,000 in payments for good and services and process more than 200 transactions involving goods or services through those PayPal accounts in the same calendar year.

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 Seller Protection coverage if they meet the PayPal Seller Protection requirements. We will notify you about payment reviews 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 authorized. 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 payment method 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 preauthorized payments

As a seller, you can accept payments from a buyer's account through preauthorized 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."

<i>If you receive preauthorized payments from buyers:</i>	
You must:	You must not:
Get each buyer's prior authorization for the amount, frequency, and duration of any such payment.	Restart future payments without the buyer's written authorization, if a buyer has stopped or canceled a preauthorized payment.
Provide a simple and easily accessible online cancellation procedure, if buyers sign up for preauthorized payments online.	
Provide buyers the ability to stop any such payment up to 3 Business Days before the date scheduled for payment.	
Notify the buyer at least 10 days in advance of the amount and date of each preauthorized payment if the preauthorized payment will vary from the preauthorized amount or (at the buyer's option) any payment that is in an amount that falls outside of the pre-determined range.	

Transaction Fees for Online and In-Store Payments

Your PayPal transaction fees depend on:

- the country of the buyer's account or the currency of their card;
- whether you are registered as a charitable organization and have active 501(c)(3) status. Your 501(c)(3) status must be documented with PayPal to receive the rates applicable to charitable organizations, and those rates will apply only after you document your status with us.

Standard transaction fees

The fees you pay when selling goods or services and the buyer pays using their PayPal account (or using another authorized wallet) can be found on the [Standard Transaction Fees](#) table (see Exhibit C to this PDF copy of the user agreement), with the fees applicable to charitable organizations found on the [Standard Transaction Fees for Charitable Organizations](#) table (see Exhibit C to this PDF copy of the user agreement) for the charitable fees. Please note that:

- We may adjust the fees applicable to future transactions that you process using PayPal. We will provide you at least 21 days' advance notice for personal PayPal accounts and at least 5 days' advance notice for business PayPal accounts of any fee increase or the introduction of a new type of fee.
- If you refund a transaction to a buyer or a donation to a donor, there are no fees to make the refund, but the fees you originally paid as the seller are not returned.
- If you accept payments using a PayPal product (like [PayPal Here](#) or [PayPal Payments Pro](#)), the fees applicable to those products will apply to your transactions.

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 balance), you may not be processing payments using [PayPal Payments Pro](#) 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](#) (see Exhibit D to this pdf copy of the user agreement) will apply to all transactions for the sale of goods or services processed through your PayPal account, instead of [Standard Transaction 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.

PayPal Payouts and Mass Pay fees

PayPal's Payouts and Mass Pay services let you send multiple payments in one batch to send commissions, rebates, rewards, and general payments. You may be able to choose to send payments to PayPal accounts, Venmo accounts, or both. In order to use these services, you must have:

- a business PayPal account in good standing and with no withdrawal limits; and
- applied for and received our permission to use these services.

We may remove your ability to use Payouts or Mass Pay at any time if there is a higher than acceptable level of risk associated with your use of those services.

The amount you will pay us for these services differs according to whether you use the Payouts service or Mass Pay service, how you send the payments, and the currency of the payment. These fees can be found in the [PayPal Payouts and Mass Pay Fees table](#) (see Exhibit E to this pdf copy of the user agreement).

You can send money through Payouts or Mass Pay even if your receiver does not have a PayPal or Venmo account, as applicable, at the time you send them money, using their email address or mobile number. If the person to whom you are sending money does not have a relevant account, they can claim it by opening one. If they don't claim it, it will be refunded to you in thirty (30) days. PayPal is not liable for amounts sent by you in error. PayPal shall have no responsibility to reverse any payout payment.

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 [chargeback fee](#) described below). 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 the balance in your Cash Account or your business PayPal account 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 spread](#)) at the time the refund or reversal is processed will be used.

If you refund a payment for goods or services, we will retain the fixed fee portion of the fees you paid as the seller. The buyer's account will be credited with the full payment amount and we'll retain the fixed fee portion of the fees you paid and the amount of the refunded payment will be deducted from your PayPal account.

Payments that are invalidated and reversed

Payments to you may be invalidated and reversed by PayPal if:

- You lose a PayPal Purchase Protection claim submitted to us by a buyer, including as a result of your failure to respond in a timely manner.
- You lose a Venmo Protected Purchase Program claim.
- Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for [PayPal Seller Protection](#). 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.
- eBay decides against you under its money back guarantee program (and you haven't opted out).
- 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 unauthorized.
- 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 PayPal transaction exchange rate (including our [currency conversion spread](#)) that applies at the time the refund or reversal is processed. If the balance in your Cash Account or business PayPal account doesn't cover the payment amount due plus the fees, we may use any of the payment methods linked to your PayPal account to cover the amount due. If the payment methods linked to your PayPal account don't cover the amount due, this will result in a negative balance. A negative balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your balance to resolve it. If you don't, PayPal may:

- engage in collection efforts to recover the amount due from you;
- take any or 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 and Holds](#).

Chargeback fees

If you receive a debit or credit card-funded payment through your PayPal account and the buyer pursues a chargeback for the transaction with their card issuer, then PayPal will not assess you with a chargeback fee if the transaction is eligible for [PayPal Seller Protection](#). However, if the transaction is ineligible for PayPal Seller Protection, PayPal will assess you with a chargeback fee (for facilitating the chargeback process) regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is \$20 for transactions in U.S. Dollars, or the amount specified on the [Chargeback Fees](#) table (see Exhibit F to this pdf copy of the user agreement) in the currency of the original transaction.

Impact of various purchase protection processes on sellers

You should read and understand [PayPal's Purchase Protection](#) program, Venmo's Protected Purchase Program, and if you sell goods and services to buyers with PayPal accounts in countries other than your own, you also should be familiar with the purchase protection available to buyers in each of those countries. Buyers' rights under these programs may impact you as a seller. You can find information about PayPal's protection programs on the [Legal Agreements](#) page by selecting your buyer's location at the top of the page and referring to the corresponding user agreement. You can find information on Venmo's Protected Purchase Program in [Venmo's user agreement](#).

If you lose a claim under PayPal's Purchase Protection program in any country, or under Venmo's Protected Purchase Program:

- You must forfeit the full purchase price of the item plus the original shipping cost. In some cases you may not receive the item back.
- 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 will generally be required to accept the item back.
- 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 (it will be destroyed).

If you accept PayPal payments from buyers for goods or services you sell through eBay, then you need to read and understand the eBay Money Back Guarantee program. Unless you opt out by calling eBay, PayPal will treat eBay's decisions in favor of your buyers under that program as a basis for reversing a PayPal payment made to you. If the balance in your Cash Account or business PayPal account is insufficient to cover the amount, we may:

- place a [hold](#) on your PayPal account until sufficient funds become available in your PayPal account to cover the amount; or
- create a negative balance in your PayPal account.

PayPal's Seller Protection Program

What's eligible

If you sell something to a buyer and the transaction is later disputed or reversed under [Refunds, Reversals, or Chargebacks](#), you may be eligible for reimbursement under PayPal's Seller Protection program. When it applies, PayPal's Seller Protection program entitles you to retain the full purchase amount and we will waive any related chargeback fees paid (for debit and credit card-funded transactions). There is no limit on the number of payments for which you can receive coverage. By accessing the transaction details page in your PayPal account you can determine whether or not your transaction is eligible for protection under this program.

PayPal's Seller Protection program may apply when a buyer claims that:

- They did not authorize, or benefit from, funds sent from their PayPal account (referred to as an ["Unauthorized Transaction"](#) claim); or
- They didn't receive the item from you (referred to as an ["Item Not Received"](#) claim).

PayPal’s Seller Protection program may also apply when a transaction is reversed because of a successful chargeback by a buyer or when a bank funded payment is reversed by the buyer’s bank.

This section describes PayPal’s Seller Protection program as it applies to you, but you should also be familiar with the [Impact of various purchase protection processes on sellers](#).

Basic requirements

To be eligible for PayPal’s Seller Protection, you must meet all of the following requirements:

- The primary address for your PayPal account must be in the United States.
- The item must be a physical, tangible good that can be shipped.
- You must ship the item to the shipping address on the transaction details page in your PayPal account for the transaction. If you originally ship the item to the recipient's shipping address on the transaction details page but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
- You must respond to PayPal's requests for documentation and other information in a timely manner as requested in our email correspondence with you or in our correspondence with you through the [Resolution Center](#). If you do not respond to PayPal’s request for documentation and other information in the time requested, you may not be eligible for Seller Protection.
- If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.

Item Not Received additional requirements

To be eligible for PayPal’s Seller Protection program for a buyer’s Item Not Received claim, you must meet both the [basic requirements](#) listed above and the additional requirements listed below:

- Where a buyer files a chargeback with the issuer for a card-funded transaction, the payment must be marked “eligible” for PayPal’s Seller Protection on the Transaction Details page.
- You must provide [proof of delivery](#) as described below.

Unauthorized Transactions additional requirements

To be eligible for PayPal’s Seller Protection program for a buyer’s Unauthorized Transaction claim, you must meet both the basic requirements listed above and the additional requirements listed below:

- The payment must be marked “eligible” or “partially eligible” for PayPal's Seller Protection on the Transaction Details page.
- You must provide proof of shipment or [proof of delivery](#) as described below.

Establishing proof of delivery or proof of shipment

The following is required as:	
Proof of shipment	Proof of delivery
Online or physical documentation from a shipping company that includes:	Online or physical documentation from a shipping company that includes:

- Date of shipment
- An address for the recipient that matches the shipping address on the Transaction Details page

An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent).

- Date of delivery and ‘delivered’ status
- An address for the recipient that matches the shipping address on the Transaction Details page
- An address for the recipient showing at least the city/state, city/country, or zip/postal code (or international equivalent).
- Signature confirmation, if the full amount of the payment including shipping and taxes exceeds a fixed amount (based on the currency of the payment) from the [signature confirmation threshold table](#) below. Signature confirmation is online documentation, viewable at the shipping company’s website, indicating that the item was signed for.

IMPORTANT: Your choice of carrier and shipment options with that carrier can have a big impact on your ability to meet the proof of delivery requirements. Please ensure, especially when shipping goods internationally, that your carrier can provide ‘delivered’ status at the correct address, or your Seller Protection claim may be denied.

Signature confirmation foreign currency thresholds

Currency	Transaction value	Currency	Transaction value
Australian Dollar:	850 AUD	New Zealand Dollar:	950 NZD
Brazilian Real:	1,750 BRL	Norwegian Krone:	4,600 NOK
Canadian Dollar:	850 CAD	Philippine Peso:	34,000 PHP
Czech Koruna:	15,000 CZK	Polish Zloty:	2,300 PLN
Danish Krone:	4,100 DKK	Russian Ruble:	48,000 RUB
Euro:	550 EUR	Singapore Dollar:	950 SGD
Hong Kong Dollar:	6,000 HKD	Swedish Krona:	4,950 SEK
Hungarian Forint:	170,000 HUF	Swiss Franc:	700 CHF
Israeli Shekel:	2,700 ILS	Taiwan New Dollar:	23,000 TWD
Japanese Yen:	77,000 JPY	Thai Baht:	24,500 THB
Malaysian Ringgit:	3,100 MYR	U.K. Pounds Sterling:	450 GBP
Mexican Peso:	10,000 MXN	U.S. Dollar:	750 USD

Ineligible items and transactions

Your sale **is not** eligible for coverage under PayPal’s Seller Protection program if:

- It involves intangible, non-physical, items, including digital goods, and services. Digital goods are delivered and used in an electronic format, like a song delivered online or through a mobile application.
- The buyer claims (either with us or their card issuer) that the item you sent isn’t what was ordered (referred to as a “Significantly Not as Described” claim).
- It involves an item that PayPal determines, in its sole discretion, is a counterfeit item.
- It involves an item that you deliver in person, including in connection with a payment made in your physical store.

- It involves sales that are not processed either through a buyer’s PayPal account or a PayPal guest checkout transaction. For example, if the sale was made using the [PayPal Payments Pro/VT](#) product, [PayPal business payments](#) or using [PayPal Here](#), then it is not eligible for coverage.
- It involves items equivalent to cash including gift cards.
- It involves a donation.
- It relates to the purchase of a financial product or investment of any kind.
- It involves a payment sent using PayPal’s friends and family functionality.
- It involves a payment made using PayPal Payouts and Mass Pay.
- The item is a vehicle, including, but not limited to a motor vehicle, motorcycle, recreational vehicle, aircraft or boat.

PayPal Advertising Program

The PayPal Advertising Program enables you to promote PayPal services, including PayPal Credit, through PayPal-hosted banners and buttons on your websites or in your customer emails. PayPal may change the content provided through this program at any time for any reason, and PayPal may choose to discontinue the PayPal Advertising Program at any time.

<i>If you participate in this program:</i>	
You must:	You must not:
Comply with all integration requirements provided by PayPal or each authorized third party, including those with respect to accurate presentation of all PayPal related information.	Modify any PayPal content or its presentation in any way.
Only use the HTML code for PayPal content as provided by PayPal.	Copy PayPal content from other websites.
Use the PayPal content in its entirety with all the links and language provided by PayPal and without modification by you.	Create, display or host your own PayPal content, unless authorized by PayPal in writing.
Immediately remove all PayPal content from your sites and customer communications and/or cooperate with PayPal or your third party provider to do so, if you stop using a qualifying PayPal payments solution.	Post PayPal content on social media networks or platforms or anywhere else, unless authorized by PayPal in writing.
Keep all PayPal content current and up to date, including by cooperating with PayPal to manually update the PayPal content as its appears on your sites or in your communications and repair or reinstall the HTML code to facilitate future updates.	Display any non-current PayPal content.
Comply with applicable advertising laws, regulations and standards issued by governmental authorities or advertising self-regulatory bodies including but not limited to the digital advertising standards issued by <u>the Network Advertising Initiative</u> .	

If you promote the use of PayPal Credit on your sites and customer communications through the PayPal Advertising Program, there are additional requirements that [apply](#). If you receive customer inquiries relating to PayPal Credit, you must direct the customer to PayPal Credit Customer Service at (844) 373-4961. If a customer is unable to process a transaction using PayPal Credit, you are prohibited from communicating any reason for the decline to the customer on PayPal Credit’s behalf. You are also prohibited from representing or holding yourself out to represent PayPal Credit in any way.

You are responsible for any damages suffered by PayPal or any third parties resulting from your failure to follow the rules of the PayPal Advertising Program, and if you violate these rules, PayPal may modify or remove the PayPal content you are presenting or require you to remove or modify it immediately. If you fail to follow these rules, we may limit or close your PayPal account.

RESTRICTED ACTIVITIES AND HOLDS

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 must not:

- Breach this user agreement, the PayPal [Acceptable Use Policy](#), the [Commercial Entity Agreements](#) (if they apply to you), the [PayPal Cash and PayPal Cash Plus Account Terms and Conditions](#) (if it applies to you), or any [other agreement](#) between you and PayPal;
- Violate any law, statute, ordinance, 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 funds;
- 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;
 - 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, American Express, Discover or any other electronic funds transfer network 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 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 unauthorized access to any system, data, information or PayPal services;
- Use an anonymizing 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;
- 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 behaviors;
- 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 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; or
- Harass and/or threaten our employees, agents, or other users.

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 make take include, but are not limited to, the following:

- Terminate this user agreement, limit your PayPal account (and any linked Cash Account), and/or close or suspend your PayPal account (and any linked Cash 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 money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals;
- Hold the balance in your Cash Account, the balance in your business PayPal account, or any money waiting to be claimed through your personal PayPal account if you do not have a Cash Account linked to your personal PayPal account, for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our [Acceptable Use Policy](#);
- Suspend your eligibility for PayPal's Purchase 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
- If you are a seller and you violate the Acceptable Use Policy, 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 your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500.00 U.S. dollars per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages 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 violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing 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 the balance of your Cash Account linked to your personal PayPal account or in the balance of your business PayPal account, or any money waiting to be claimed through your personal PayPal account if you do not have a Cash Account linked to your personal 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.

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 money 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.

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 state or federal 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).

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.

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.

Account limitations

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.
- 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 unauthorized 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 type, 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.

Reserves placed on business PayPal accounts

We may place a reserve on your business PayPal account at any time if we believe there may be a high level of risk associated with you, your business PayPal account, your business model, or your transactions. When we place a reserve on your business PayPal account, it means that all or some portion of the money in your business 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 business 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 types of reserves that may be placed on your business 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 money you receive on day 1 is held and then released on day 91, 10% of the money 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 money that you're required to keep available in the balance of your business PayPal account at all times. The minimum reserve is either taken as an upfront amount deposited all at once 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.

Court Orders, Regulatory Requirements or Other Legal Process

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.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND OTHER ERRORS

Protection from Unauthorized Transactions

To protect yourself from unauthorized 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 authorized and accurately completed.

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

What is an Unauthorized Transaction

An “Unauthorized Transaction” occurs when money is sent from your PayPal account that you did not authorize 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 Unauthorized Transaction has occurred.

What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized 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](#).

Reporting an Unauthorized Transaction

If you believe your PayPal login information has been lost or stolen, please [contact PayPal customer service](#) immediately or call: (888) 221-1161 or write: PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

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 money 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 Unauthorized Transactions.

Also, if your PayPal account statement shows transfers that you did not make, including those made with your PayPal login information or by other means, tell us at once. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Error Resolution

What is an Error

An “Error” means the following:

- When money 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.
- You request receipt or periodic statement documents that PayPal is required to provide to you.

- You request information concerning preauthorized (recurring) transfers to your PayPal account that PayPal is required to provide to you.
- You request additional information or clarification concerning a transfer to or from your PayPal account, including a request you make to determine whether an error has occurred.
- You inquire about the status of a pending transfer to or from your PayPal account.
- You request documentation or other information, unless the request is for a duplicate copy for tax or other record-keeping purposes.

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](#).
- Routine inquiries about the balance in your Cash Account or business PayPal account, or any money waiting to be claimed through your personal PayPal account if you do not have a Cash Account linked to your personal PayPal account.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of Errors or questions about your electronic transfers

Telephone us at (888) 221-1161, contact us through the PayPal [Resolution Center](#); or write us at PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

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 money 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 90 days to investigate your complaint or question. 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.

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 money that you are sending).

Remittance Transfer Errors

What is a Remittance Transfer

You may be protected for certain errors when you send money using a PayPal account outside of the U.S. A “Remittance Transfer” is a transaction that meets the following criteria:

- The payment is sent from a personal PayPal account that is used primarily for personal, family or household purposes,
- The payment is made for personal, family or household purposes,
- The payment is made using the send money feature through your PayPal account,
- The payment amount equals or exceeds \$15 USD (excluding fees charged to you) or the foreign currency equivalent calculated using exchange rates in effect at the time of the transaction, and
- The recipient of the payment has a PayPal account in a country outside the U.S.

Payments that you make at a merchant website or location by selecting PayPal as a payment option are not “Remittance Transfers.”

What qualifies as a Remittance Transfer Error

A “Remittance Transfer Error” occurs if:

- You paid an incorrect amount to send the Remittance Transfer. For example, you were charged more than the total shown on the remittance transfer receipt you received (unless the total shown on the receipt was an estimate, and the difference results from application of the actual exchange rate, fees, and taxes).
- PayPal made a computational or bookkeeping error, such as a miscalculation of the amount the recipient received.
- The amount stated in the remittance transfer receipt was not made available to the recipient, unless:
 - we stated in the remittance transfer receipt that we used estimates and the difference in the amount received and the amount stated in the remittance transfer receipt results from application of the actual exchange rate, fees, and taxes, or
 - the problem was caused by extraordinary circumstances outside our control.
- Funds were available to the recipient later than the date of availability that was disclosed to you on the remittance transfer receipt or were not delivered, unless:
 - extraordinary circumstances outside our control caused the delay, and we could not reasonably anticipate those circumstances,
 - delays resulted from fraud screenings, or were caused by requirements of the Office of Foreign Assets Controls or similar requirements, or
 - you (or someone assisting you) made the transfer with fraudulent intent.
- You request documentation or information concerning the Remittance Transfer, such as information required to determine if a Remittance Transfer Error occurred.

What is not considered a Remittance Transfer Error

The following are NOT considered Remittance Transfer Errors:

- An inquiry about the status of a Remittance Transfer, except where the funds from the transfer were not made available to a designated recipient by the disclosed date of availability,
- A request for information for tax or other recordkeeping purposes,
- A change requested by the designated recipient, or
- A change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure provided you, if we relied on information provided by you in making the disclosure.

What to do if you think there has been a Remittance Transfer Error or problem

If you think there has been a Remittance Transfer Error or problem with your Remittance Transfer:

- Call us at: (888) 221-1161.
- Write us at: PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.
- Log in to your PayPal account at [paypal.com](https://www.paypal.com) and go to the [Resolution Center](#) and dispute a transaction.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- Your name, address and telephone number,
- The error or problem with the transfer, and why you believe it is an error or problem,
- The name of the person receiving the funds, and if you know it, his or her telephone number or address,
- The dollar amount of the transfer, and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. 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 any documents we used in our investigation.

OTHER LEGAL TERMS

Communications Between You and Us

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 branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we 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 in your PayPal account settings at www.paypal.com, by contacting [customer support](#) or by calling us at 1-844-629-9108. Standard telephone minute and text charges may apply.

PayPal may communicate with you about your PayPal account and the PayPal services electronically as described in our [Electronic Communications Delivery Policy](#). 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 Unauthorized Transactions and Other Errors](#) process), written notices to PayPal must be sent by postal mail to: PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131.

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.

PayPal's Rights

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 account.

Security interest

As security for the performance of your obligations under this user agreement, you grant to PayPal a lien on, and security interest in and to, funds held in your PayPal account.

Amounts owed to PayPal

If the balance in your PayPal account becomes negative for any reason, that negative 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 balance in one PayPal account against a balance in your other PayPal account(s), including a Cash Account. If you continue using your PayPal account when it has a negative balance, you authorize 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 balance by using funds you maintain in a different currency. If you have a negative balance in non-U.S. dollars for a period of 21 days or longer, PayPal will convert this negative balance to U.S. dollars. In either case, a [currency conversion](#) will be necessary, and PayPal's transaction exchange rate (including our [currency conversion spread](#)) will be used.

In addition to the above, if you have a past due amount owed to us, our affiliates, or eBay, 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 Venmo, Xoom or Braintree.

Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, 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.

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.

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.

Indemnification and Limitation of Liability

In this section, we use the term "PayPal" to refer to PayPal, Inc., our parent PayPal Holdings, Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

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.

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 money, 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.

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 payment method, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized 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 the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

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 (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Agreement to Arbitrate

You and PayPal agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the Agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

- Affects your rights and will impact how claims you and we have against each other are resolved.
- Includes a [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) pursuant to which you agree to waive your right to participate in a class action lawsuit against us.
- Requires you to follow the [Opt-Out Procedure](#) to opt-out of the Agreement to Arbitrate by mailing us a written notice and the opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time.

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 PayPal services may be reported to customer service online through the [PayPal Help Center](#) at any time, or by calling (888) 221-1161 from Mon-Fri 5:00 AM to 10:00 PM PT and Sat-Sun 6:00 AM to 8:00 PM PT.

Agreement to Arbitrate

Our Agreement

You and PayPal each agree that any and all disputes or claims that have arisen or may arise between you and PayPal, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and PayPal agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and PayPal agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief

necessitated by that party's individual claim(s). Any relief awarded cannot affect other PayPal customers.

Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of this user agreement as a court would. All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above, shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (referred to as the "AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A party who intends to seek arbitration must first send the other party, by certified mail, a completed [Notice of Dispute](#). You should send this notice to PayPal at: PayPal, Inc., Attn: Litigation Department, Re: Notice of Dispute, 2211 North First Street, San Jose, CA 95131. PayPal will send any notice to you to the address we have on file associated with your PayPal account; it is your responsibility to keep your address up to date. All information called for in the notice must be provided including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and PayPal are unable to resolve the claims described in the notice within 30 days after the notice is sent, you or PayPal may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or PayPal may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and PayPal subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or PayPal may attend by telephone, unless the arbitrator(s) require otherwise. Any settlement offer made by you or PayPal shall not be disclosed to the arbitrator(s).

The arbitrator(s) will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different PayPal customers, but is/are bound by rulings in prior arbitrations involving the same PayPal customer to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, PayPal will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by PayPal should be submitted by mail to the AAA along with your Demand for Arbitration and PayPal will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, PayPal will pay as much of the filing, administration, and arbitrator fees as the arbitrator(s) deem necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator(s) determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse PayPal for all fees associated with the arbitration paid by PayPal on your behalf that you otherwise would be obligated to pay under the AAA's rules.

Severability

With the exception of any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

Opt-Out Procedure

If you are a new PayPal customer, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time. You must mail the opt-out notice to PayPal, Inc., Attn: Litigation Department, 2211 North First Street, San Jose, CA 95131.

For your convenience, we are providing an [opt-out notice](#) form you must complete and mail to opt out of this Agreement to Arbitrate. You must complete this form by providing all the information it calls for, including your name, address, phone number, and the email address(es) used to log in to the PayPal account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of this Agreement to Arbitrate, all other parts of the user agreement will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Amendments to this Agreement to Arbitrate

Notwithstanding any provision in the user agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against PayPal prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement

to Arbitrate that have arisen or may arise between you and PayPal. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.paypal.com at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your PayPal account within the 30-day period and you will not be bound by the amended terms.

Intellectual Property

PayPal's trademarks

"PayPal.com," "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 mischaracterizes 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.

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.

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.

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.

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.

Business Days

"Business Day(s)" means Monday through Friday, excluding holidays when PayPal's offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, PayPal observes the holiday on the prior Friday. If the holiday falls on a Sunday, PayPal observes the holiday on the following Monday.

Consumer fraud warning

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- **Spoofing:** a scammer sends forged or faked electronic documents or emails falsely claiming to be PayPal or coming from PayPal but asks you to send money outside your PayPal account.
- **Relative in Need:** a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send money.
- **Lottery or Prize:** a scammer informs you that you've won a lottery or prize and must send money in order to claim it.

- Debt Collection: a scammer impersonates a debt collector and induces you to send money using threats or intimidation.
- Employment Related: a scammer instructs you to send money in connection with a fraudulent offer of employment.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if you don't send the payment through your PayPal account, you're not covered by PayPal Purchase Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by [contacting us](#).

Dormant accounts

If you do not log in to your PayPal account for two or more years, PayPal may close your PayPal account and send any funds in the PayPal account, including any balance in a linked Cash Account to your primary address (if we have verified the [required identifying information](#) that you have provided to us) or, if required, escheat (send) those funds to your state of residency. PayPal will determine your state of residency based on the state listed in the primary address for your PayPal account. If your address is unknown or registered in a foreign country, the funds in your PayPal account, including any balance in a linked Cash Account will be escheated to the State of Delaware. Where required, PayPal will send you a notice prior to escheating any funds in your PayPal account, including any balance in a linked Cash Account. If you fail to respond to this notice, the funds in your PayPal account, including any balance in a linked Cash Account will be escheated to the applicable state. If you would like to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator.

Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and PayPal.

Identity authentication

You authorize 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, a taxpayer identification number, 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; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that PayPal verify the [required 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.

PayPal is only a payment service provider

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any funds kept in your account;
- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any buyer or seller;
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

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.

State disclosures

In addition to reporting complaints against PayPal directly to PayPal as described above, if you are a California resident, you may report complaints to the California Department of Business Oversight by mail at Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website at http://www.dbo.ca.gov/Consumers/consumer_services.asp. The California Department of Business Oversight offers assistance with its complaint form by phone at 866-275-2677. If you are a California resident, you have a right to receive communications about your PayPal account and the PayPal services by email. To make such a request, send a letter to PayPal to: PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131), include your email address, and your request for that information by email.

Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

Translation of agreement

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 English version of this user agreement and a version in a language other than English, the English version shall control.

Unlawful internet gambling notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your PayPal account or your relationship with PayPal. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

Your use of information; Data protection laws

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

To the extent that you (as a seller) process any personal data about a PayPal customer pursuant to this agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You

have your own, independently determined privacy policy, notices and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement. If you process personal data from Europe pursuant to this agreement, you must comply with the EU Directive 95/46/EC or the General Data Protection Regulation (EU) 2016/679 (GDPR).

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by PayPal.

Exhibit A-1
Transferring funds from Personal PayPal Accounts.

If you are a U.S. PayPal account holder, you can transfer money out of your balance in two ways. * Standard transfers made using your linked bank account are always free and are usually deposited the next business day. ** Now, with Instant Transfer, for a fee you can transfer funds even faster to your eligible bank account or debit card. Instant Transfers to eligible banks and debit cards are typically completed in minutes. *** You can choose between your eligible linked bank accounts and debit card(s) when you make a transfer. Eligible debit cards include Visa and MasterCard debit that participate in Instant Transfers. Participation of these cards is driven by the card issuer. Eligible banks include those participating in The Clearing House Real Time Payments program.

Instant Transfer Withdrawal Limits for Debit Cards

- Up to \$5,000 per transaction
- Up to \$5,000 per day
- Up to \$5,000 per week
- Up to \$15,000 per month

Instant Transfer Withdrawal Limits for Bank

- Up to \$25,000 per transaction

**Standard transfer to
linked bank account**

Free

**Instant Transfer with
eligible linked debit card
or bank account**

1% of amount
transferred, with a
maximum fee of
\$10.00

*All transfers are subject to review and could be delayed or stopped if we identify an issue.

**Standard bank transfers made after 7:00 PM ET or on weekends or holidays take longer.

*** Instant Transfers may take up to 30 minutes and may vary by bank.

Exhibit A-2
Transferring balance from Business PayPal Accounts.

If you are a U.S. business PayPal account holder, you can transfer money out of your balance in two ways.* Standard transfers made using your linked bank account are always free and are usually deposited the next business day.** Now, with Instant Transfer, for a fee you can transfer funds even faster using your eligible bank account or debit card. Instant Transfers to eligible banks and debit cards are typically completed in minutes. *** You can choose between your eligible linked bank account(s) and any eligible debit cards when you make a transfer. Eligible debit cards include Visa and MasterCard debit that participate in Instant Transfers. Participation of these cards is driven by the card issuer. Eligible banks include those participating in The Clearing House Real Time Payments program.

Standard transfer to linked bank account	Free
Instant Transfer with eligible linked debit card or bank account	1% of amount transferred, with a maximum fee of \$10.00

Instant Transfer Withdrawal Limits for Business Accounts:

- \$50,000 per transaction
- \$100,000 per day
- \$250,000 per week
- \$500,000 per month

*All transfers are subject to review and could be delayed or stopped if we identify an issue.

**Standard bank transfers made after 7:00 PM ET or on weekends or holidays take longer.

*** Instant Transfers may take up to 30 minutes and may vary by bank.

Exhibit B
Sending money to friends and family.

We'll always post the current fees for sending money to friends and family on this page, and we will disclose the fees to you in advance each time you initiate a transaction to send money to a friend or family member. These fees may change from time to time, and most changes to these fees will be deemed effective at the time and date of posting. If these fees ever increase, we will provide advance notice on our [Policy Updates](#) page. You must have or open a PayPal account to send or receive money.

Sending in the U.S.

If you are a U.S. PayPal account holder sending money to a friend or family member with a PayPal account in the U.S., you may pay a fee, depending on how you pay.

Payment method:

Fees:

Funded by your balance in your business PayPal account or in your PayPal Cash or PayPal Cash Plus account, if you have one, or a bank account linked to your PayPal account.

Fee is waived.

Funded by a credit card, debit card or PayPal Credit.

2.9% of the transaction amount funded this way, plus a fixed fee ([from the table below](#)) based on the currency of the transaction.

Sending to other countries.

If you are a U.S. PayPal account holder sending money to a friend or family member with a PayPal account in a country other than the U.S., the fee you pay depends on the Payment Method used and the amount you are sending.

	Fees	
Payment Method:	Transaction Fee	Funding Fee
Funded by your PayPal balance or a bank account linked to your PayPal account.	5% of the send amount with <ul style="list-style-type: none">• a minimum of \$0.99 USD• a maximum of \$4.99 USD	No funding fee

Funded by a credit card, debit card or PayPal Credit.	5% of the send amount with <ul style="list-style-type: none"> a minimum of \$0.99 USD a maximum of \$4.99 USD 	2.9% of the transaction amount funded this way plus a fixed fee based on currency (from the table below).
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Fixed fees for sending in other currencies.

<i>Currency</i>	<i>Fee</i>	<i>Currency</i>	<i>Fee</i>
Australian Dollar:	0.30 AUD	New Zealand Dollar:	0.45 NZD
Brazilian Real:	0.60 BRL	Norwegian Krone:	2.80 NOK
Canadian Dollar:	0.30 CAD	Philippine Peso:	15.00 PHP
Czech Koruna:	10.00 CZK	Polish Zloty:	1.35 PLN
Danish Krone:	2.60 DKK	Russian Ruble:	10 RUB
Euro:	0.35 EUR	Singapore Dollar:	0.50 SGD
Hong Kong Dollar:	2.35 HKD	Swedish Krona:	3.25 SEK
Hungarian Forint:	90 HUF	Swiss Franc:	0.55 CHF
Israeli Shekel:	1.20 ILS	Taiwan New Dollar:	10.00 TWD
Japanese Yen:	40 JPY	Thai Baht:	11.00 THB
Malaysian Ringgit:	2.00 MYR	U.K. Pounds Sterling:	0.20 GBP
Mexican Peso:	4.00 MXN	U.S. Dollar:	0.30 USD

Exhibit C **Standard Transaction Fees**

These fees apply when you sell goods or services online (including using PayPal Payments Standard and PayPal Checkout) and in your store location.

- No startup costs, no termination fee, no monthly fees
- Accept PayPal payments, Venmo, PayPal Credit, and all major credit and debit cards with PayPal Checkout
- Accept PayPal payments, PayPal Credit, and all major credit cards and debit cards with PayPal Payments Standard

<i>If you're selling goods or services and the sale occurs:</i>	<i>And the funds you are receiving are coming from a PayPal account:</i>	<i>then you pay:</i>
Through an online transaction	In the U.S.	a fee of 2.9% of the transaction amount plus a fixed fee based on the currency.
	Outside the U.S.	a fee of 4.4% of the transaction amount plus a fixed fee based on the currency.
In your store location	In the U.S.	a fee of 2.7% of the transaction amount
	Outside the U.S.	a fee of 4.2% of the transaction amount

Standard transaction fees for charitable organizations

Discounted credit card processing fees for registered charities with 501(c)(3) status. [Learn more about our discounts for charities.](#)

<i>If you're a verified charitable 501(c)(3) organization, and the funds you are receiving are coming from a PayPal account:</i>	<i>then you pay:</i>
In the U.S.	a fee of 2.2% of the transaction amount plus a fixed fee based on the currency.
Outside the U.S.	a fee of 3.7% of the transaction amount plus a fixed fee based on the currency.

Fixed fee for standard transactions

The following fixed fees apply to standard transactions for online and in-store payments and to donations received by 501(c)(3) organizations.

<i>Currency</i>	<i>Fee</i>	<i>Currency</i>	<i>Fee</i>
Australian Dollar:	0.30 AUD	New Zealand Dollar:	0.45 NZD
Brazilian Real:	0.60 BRL	Norwegian Krone:	2.80 NOK
Canadian Dollar:	0.30 CAD	Philippine Peso:	15.00 PHP
Czech Koruna:	10.00 CZK	Polish Zloty:	1.35 PLN
Danish Krone:	2.60 DKK	Russian Ruble:	10 RUB
Euro:	0.35 EUR	Singapore Dollar:	0.50 SGD
Hong Kong Dollar:	2.35 HKD	Swedish Krona:	3.25 SEK
Hungarian Forint:	90 HUF	Swiss Franc:	0.55 CHF
Israeli Shekel:	1.20 ILS	Taiwan New Dollar:	10.00 TWD
Japanese Yen:	40 JPY	Thai Baht:	11.00 THB
Mexican Peso:	4.00 MXN	U.K. Pounds Sterling:	0.20 GBP
Malaysian Ringgit:	2.00 MYR	U.S. Dollar:	0.30 USD

Exhibit E
PayPal Payouts and Mass Pay Fees

If you are using Payouts or Mass Pay to send money to someone with a PayPal account:

Currency of the payment:	In the U.S., using PayPal's newer Payouts API, you pay a flat fee of:	In the U.S., using traditional Mass Pay services, you pay 2% of each recipient's payment amount as a fee up to a maximum amount per recipient of:	Outside of the U.S., you pay 2% of each recipient's payment amount as a fee up to a maximum amount per recipient of:
Australian Dollar:	0.32 AUD	1.25 AUD	24.00 AUD
Brazilian Real:	0.50 BRL	2.00 BRL	40.00 BRL
Canadian Dollar:	0.32 CAD	1.25 CAD	24.00 CAD
Czech Koruna:	6.00 CZK	24.00 CZK	400.00 CZK
Danish Krone:	1.50 DKK	6.00 DKK	120.00 DKK
Euro:	0.22 EUR	0.85 EUR	16.00 EUR
Hong Kong Dollar:	1.75 HKD	7.00 HKD	160.00 HKD
Hungarian Forint:	53 HUF	210 HUF	6,000 HUF
Israeli Shekel:	1.00 ILS	4.00 ILS	80.00 ILS
Japanese Yen:	30 JPY	120 JPY	2,000 JPY
Mexican Peso:	2.75 MXN	11.00 MXN	300.00 MXN
Malaysian Ringgit:	N/A	4.00 MYR	80.00 MYR
New Zealand Dollar:	0.38 NZD	1.50 NZD	30.00 NZD
Norwegian Krone:	1.70 NOK	6.75 NOK	120.00 NOK
Philippine Peso:	12.50 PHP	50.00 PHP	1,000.00 PHP
Polish Zloty:	0.75 PLN	3.00 PLN	60.00 PLN
Russian Ruble:	60 RUB	30 RUB	600 RUB
Singapore Dollar:	0.40 SGD	1.60 SGD	32.00 SGD
Swedish Krona:	2.25 SEK	9.00 SEK	160.00 SEK
Swiss Franc:	0.33 CHF	1.30 CHF	20.00 CHF
Taiwan New Dollar:	8.00 TWD	33.00 TWD	800.00 TWD
Thai Baht:	9.00 THB	36.00 THB	800.00 THB
U.K. Pounds Sterling:	0.17 GBP	0.65 GBP	14.00 GBP
U.S. Dollar:	0.25 USD	1.00 USD	20.00 USD

Exhibit F
Chargeback Fees

Currency	Chargeback Fee	Currency	Chargeback Fee
Australian Dollar:	22 AUD	New Zealand Dollar:	28 NZD
Brazilian Real:	35 BRL	Norwegian Krone:	125.00 NOK
Canadian Dollar:	20.00 CAD	Philippine Peso:	900.00 PHP
Czech Koruna:	400.00 CZK	Polish Zloty:	65.00 PLN
Danish Krone:	120.00 DKK	Russian Ruble:	640 RUB
Euro:	16 EUR	Singapore Dollar:	28.00 SGD
Hong Kong Dollar:	155.00 HKD	Swedish Krona:	150.00 SEK
Hungarian Forint:	4,325 HUF	Swiss Franc:	22 CHF
Israeli Shekel:	75.00 ILS	Taiwan New Dollar:	625 TWD
Japanese Yen:	1,875 JPY	Thai Baht:	650.00 THB
Malaysian Ringgit:	65 MYR	U.K. Pounds Sterling:	14.00 GBP
Mexican Peso:	250 MXN	U.S. Dollar:	20.00 USD