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User Agreement for PayPal Services

Last Update: 30 January 2019

PLEASE NOTE:

The version of the PayPal User Agreement marked "Current PayPal User Agreement" set out immediately below is effective until 27 March 2019 inclusive.

The version marked "Updated PayPal User Agreement" further below will take effect and supersede the Current PayPal User Agreement on 28 March 2019.

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON 30 JANUARY 2019.

 [Print](#)

Welcome to PayPal!

This User Agreement ("Agreement") is a contract between you and PayPal Hong Kong Limited, a company registered under the laws of Hong Kong SAR China, and governs your use of all PayPal Services. Using the PayPal Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements on the [Legal Agreements](#) page including the Privacy Statement and the Acceptable Use Policy. You should read all of these terms carefully.

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We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website. All future changes set out in the Policy Update already published on the "Legal Agreements" page of the PayPal website at the time you register for the PayPal Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update.

Consumer advisory – Please note that Stored Value Facilities balances are not protected by the Hong Kong Deposit Protection Scheme. Consumers (Users) in Hong Kong SAR China, are advised to read these terms and conditions carefully.

This is an important document which you must consider carefully when choosing whether to use the PayPal Services. Please note the following risks of using the PayPal Services:

Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.

If you are a Seller, you can lower the risk of a payment being reversed from your Account by following the criteria set out in the Seller Protection section and by following the other guidance provided in the "Security Center page" accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your funds if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of Hong Kong SAR China that may be applicable to you in connection with your use of the PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

This Agreement is not a solicitation of the PayPal Services and PayPal is not targeting any country or market through this Agreement.

1. Payment Services and Eligibility.

1.1 Payment Services. PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal Services to you via the Internet. Our services allow you to send payments to anyone with a PayPal Account, and, where available, to receive payments. Our service availability varies by country. We offer services in compliance with local laws and regulations. [Click here](#) to see which services are available in Hong Kong SAR China.

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

PayPal is not a common carrier or public utility.

1.2 Eligibility. To be eligible to use the PayPal Services, you must be at least 18 years old, and a resident of Hong Kong SAR China.

You must list Hong Kong SAR China as your correct country of residence in your Account. This Agreement applies only to Users who are residents of Hong Kong SAR China. If you are a resident of another country, you may access the agreement that applies to you from our website in your country.

1.3 Information. In order to open and maintain an Account, you must provide us with correct and updated Information.

a. **Your contact information.** It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you effectively. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to view the Communications we send to you.

You can update your primary email address or street address at any time by logging into the PayPal website. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.

b. **Identity Verification.** You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity, including as necessary to comply with our obligations under applicable laws and regulations. This may include asking you for further information or documentation, requiring you to provide personal identification documents (including copies of your Hong Kong Identification Card or valid travel document), documents verifying your residential address, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.

c. **Credit Report Authorization.** If you open a Business Account, you are providing PayPal with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit rating agency. You are also authorizing PayPal to obtain your business credit report: (a) when you request certain new products, or (b) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.

d. **Updates to Information.** If your credit card number or expiration date changes, we may update it without any action on your part and we may acquire such updated information from a third party including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or 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.

1.4 Beneficial Owner.

You must be the beneficial owner of the Account, and conduct business only on behalf of yourself.

1.5 Presentation of PayPal

You agree to provide equal treatment to PayPal and/or other payment methods or marks you offer at your points of sale (e.g. 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 agree not to mischaracterize PayPal as a payment method or exhibit a preference for other payment methods over PayPal. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, 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 payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

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2. Sending Payments.

2.1 Sending Limits. We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. You can view your sending limit, if any, by logging into your Account. If you have a Verified Account, we may increase your sending limits.

2.2 Default Payment Methods. When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order (subject to availability based on your Payment Methods and in Hong Kong SAR China):

- a. Balance
- b. Instant Transfer from your bank account
- c. Debit card
- d. Credit card
- e. eCheck

Note: If you do not want to use your balance, you must withdraw it before making a payment.

2.3 Cards as Payment Methods. By adding a debit card or credit card as a Payment Method, you are providing PayPal with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.

2.4 Preferred Payment Method. You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.

For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

If you select a Preferred Payment Method but have available balance in your Account, your balance will be used to fund your payment. If eCheck is your Preferred Payment Method, it will be used to fund your PayPal payment, even if you have a balance. PayPal may limit the Payment Methods available for a transaction.

2.5 Refused and Refunded Payments. When you send a payment online using PayPal and the transaction is ultimately refunded, the money will be refunded to the original payment method you used for the transaction if you used a debit card, credit card or PayPal balance. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account, or to your PayPal balance if we cannot refund it to your bank account.

When you buy something from a seller using PayPal that required a currency conversion which PayPal performed, and a refund is issued:

- Within 60 days of the date of the original payment, the exchange rate used at the time of the original payment will apply.

- Beyond 60 days of the date of the original payment, the exchange rate on the date of the refund will apply.

2.6 Merchant Processing Delay. When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction.

2.7 Preapproved Payments. A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.

- a. **Notice for Certain Preapproved Payments.** If a Preapproved Payment will vary in amount and is made using an Instant Transfer, eCheck, debit card Payment Method or your PayPal balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.

2.8 Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the "My Preapproved Payments" section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 1-402-935-2050 (in the U.S.) or (852) 35508574 (in Hong Kong SAR China). Once you contact PayPal to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

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3. Eligibility for Use.

3.1 Ability to Receive Payments. The ability to receive payments varies by country. As a resident of Hong Kong SAR China, you have the ability to send and receive payments. If you open a Business Account, PayPal may allow anybody (with or without a PayPal Account) to initiate a payment to your Account. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your 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](#).

3.2 Automatic Transfer Countries. Hong Kong SAR China is not an Automatic Transfer Country. Accordingly, the terms regarding Automatic Transfer will not apply to you.

3.3 Liability for Invalidated Payments. 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 for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.

You agree to allow PayPal to recover any amounts due to PayPal by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse PayPal through other means. If a sender of a payment files a Chargeback, the card issuer, not PayPal, will determine who wins the Chargeback.

3.4 No Surcharges. You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method without our express written consent. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee is not higher than the handling fee you charge for non-PayPal transactions.

3.5 Receiving Personal Payments. If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase.

3.6 Preapproved Payments and/or No Log-In Payments. If you receive Preapproved Payments and/or No Log-In Payments you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.

3.7 Micropayments for Digital Goods. To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, then if a buyer opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.00 CZK	Polish Zloty:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999.00 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999.00 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

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4. Account Balances.

4.1 Balances. If you hold a balance, PayPal will hold your funds in its stored value facility. PayPal will hold these funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. You acknowledge you acquire no rights or title, nor shall you be entitled to receive interest or other earnings on the amounts in your balance that PayPal holds on your behalf.

4.2 Setoff of Past Due Amounts. If you have a past due amount owed to PayPal, an Affiliate, or eBay PayPal may debit your Account to pay any amounts that are more than 180 Days past due.

4.3 Negative Balances and Multiple Currencies. If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, PayPal may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, PayPal may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by PayPal pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

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5. Withdrawing Money.

5.1 How to Withdraw Money. You may withdraw funds from your Account by electronically transferring them to your U.S. bank account or to your Hong Kong SAR China bank account. The currencies in which you may withdraw your funds to your Hong Kong bank account may be limited. Unless otherwise specified, when withdrawing your funds to your Hong Kong bank account, funds may only be withdrawn in Hong Kong Dollars. If you are holding a balance in U.S. Dollar, you may be able to withdraw the funds to your linked U.S. bank account. If you are holding a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to (a) Hong Kong Dollars if you are withdrawing your funds to your Hong Kong bank account or (b) U.S. Dollar if you are withdrawing your funds to your linked U.S. bank account.

5.2 Withdrawal Limits. Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account. In addition, we may delay withdrawals of large sums of money while we perform a risk review. Please see terms and conditions of the PayPal Retiros service for information regarding the limits applicable to such service.

5.3 Withdrawal Fees. When withdrawing your balance, you will be charged the Withdrawing your Balance Fee as set out in Exhibit A (Fees) depending on the method of withdrawal. In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out in Exhibit A (Fees).

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6. Closing Your Account.

6.1 How to Close Your Account. You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your balance prior to closing your Account.

6.2 Limitations on Closing Your Account. You may not evade an investigation by closing your Account. If you close your Account while we are conducting an investigation, we may hold your funds to protect PayPal, Affiliates or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

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7. PayPal Buyer Protection.

7.1 Types of Problems Covered. PayPal Buyer Protection helps you if you encounter either of these problems:

- **"Item Not Received"** (INR): You did not receive the item you paid for with PayPal; or
- **"Significantly Not as Described"** (SNAD) You received an item you paid for with PayPal but it is Significantly Not as Described (SNAD).

If your problem is a transaction that you did not authorize, please see section 8 below.

An item is "Significantly Not as Described" (SNAD) if it is materially different from what the Seller described on its website or in the item listing. Here are some examples:

- You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. For example, the description when you bought the item said "new" and the item was used.
- The item was advertised as authentic but is not authentic.
- The item is missing major parts or features which were not disclosed in its description when you bought the item.
- You purchased three items from a Seller but only received two.
- The item was materially damaged during shipment.

An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the Seller's item listing description. Here are some examples:

- The defect in the item was correctly described by the Seller.
- 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 listed as used condition.
- The item was listed as used condition and you picked it up in person after examining the item.

7.2 Eligibility Requirements.

a. To be eligible for PayPal Buyer Protection you must meet all of the following requirements:

- Your payment must be for an eligible item and made from your PayPal Account (see Section 7.3 for further details on item eligibility)
- Open a Dispute within 180 Days of the date you sent the payment – then follow the online dispute resolution process described below under "Dispute Resolution"
- You must respond to PayPal's request for documentation and other information in a timely manner
- Have an Account in good standing
- You have not received a recovery related to such purchase from another source

7.3 Ineligible Items. Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:

- Real estate
- Businesses (when you buy all or part of a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats

- Significantly Not As Described Claims for custom made items
- Payments on crowdfunding platforms
- Items that violate [PayPal's Acceptable Use Policy](#)
- For Item Not Received (INR) items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing
- Stored value items such as gift cards and pre-paid cards
- Gold bullion
- Gambling, gaming and other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency
- Personal Payments
- Mass Payment / Payouts
- Donations
- Financial products or investments

Even if your payment is not eligible for PayPal Buyer Protection, you can file a Dispute and resolve the issue directly with the Seller, however, PayPal will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for PayPal Buyer Protection.

7.4 Coverage Amount. If you are eligible for PayPal Buyer Protection and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described (SNAD) item to the Seller or other party specified by PayPal. 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 (INR) Claim even if you did not receive the goods.

7.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller, you can go to the [Resolution Center](#) and follow this process:

- **Open a Dispute.** Open a Dispute **within 180 Days** of the date you made the payment to negotiate with the Seller for resolution of the Dispute.
- **Escalate the Dispute to a Claim.** If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim **within 20 Days** after opening the Dispute.

You must wait at least 7 Days from the date of payment to escalate a Dispute for an Item Not Received (INR) Claim. If you do not escalate the Dispute to a Claim within 20 Days, PayPal will permanently close the Dispute.

- **Respond to PayPal's requests for information in a timely manner.** During the Claim process, PayPal may require you to provide documentation or other information. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.
- **Comply with PayPal's shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims, PayPal will generally require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than \$250 USD (or the equivalent in other currencies as listed below), proof of delivery is confirmation that can be viewed online and includes the delivery address showing at least city/state or postal code, delivery date, and the URL to the shipping company's website if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 USD or more (or the equivalent in other currencies as listed in the table below), you must also get a signature confirmation of the delivery.

\$250 USD signature confirmation requirement – other currencies equivalents:

Currency	Amount	Currency	Amount
Australian Dollar:	\$350 AUD	New Zealand Dollar:	\$380 NZD
Brazilian Real:	R\$500 BRL	Norwegian Krone:	1,600 NOK
Canadian Dollar:	\$325 CAD	Philippine Peso:	12,500 PHP
Czech Republic Koruna:	6,000 CZK	Polish New Zloty:	800 PLN
Danish Krone:	1,500 DKK	Russian Ruble:	8,500 RUB
Euro:	200 EUR	Singapore Dollar:	\$400 SGD

Hong Kong Dollar:	\$2,000 HKD	Swedish Krona:	2,000 SEK
Hungarian Forint:	55,000 HUF	Swiss Franc:	330 CHF
Israeli New Shekel:	1,000 ILS	Taiwan New Dollar:	8,250 TWD
Japanese Yen:	¥28,000 JPY	Thai Baht:	9,000 THB
Malaysian Ringgit:	1,000 MYR	U.K. Pound Sterling:	£150 GBP
Mexican Peso:	\$2,200 MX	U.S. Dollar:	\$250.00 USD

- **Claim Resolution Process.** Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal fees associated with the transaction. If you are a Seller and you lose a SNAD Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back.

7.6 Digital Goods Micropayment Disputes and Claims. If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zloty:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of Digital Goods refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 7 to attempt to resolve the issue with the Seller directly.

7.7 Relationship between PayPal's protection programs and Chargebacks. Credit card Chargeback rights, if they apply, may be broader than PayPal's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD. You may pursue a Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal, and also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

Before contacting your card issuer or filing a Dispute with PayPal, you should contact the Seller to resolve your issue in accordance with the Seller's return policy as stated on their auction or website.

7.8 Claims filed with Seller or other third parties. You may not file a Dispute/Claim under PayPal Buyer Protection if you have already filed a claim with the Seller or another third party (other than eBay).

7.9 No Double Recovery. You may not receive a recovery for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from the Seller or another third party.

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8. Errors and Unauthorized Transactions.

8.1 Protection for Unauthorized Transactions and Errors. When an Unauthorized Transaction or an Error occurs in your Account, PayPal will cover you for the full amount of every eligible Unauthorized Transaction or Error so long as you follow the procedures discussed below.

An Unauthorized Transaction occurs when a payment is sent from your 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 Account, and sends a payment from your Account, an

Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.

8.2 Notification Requirements.

a. You should immediately notify PayPal if you believe:

- there has been an Unauthorized Transaction or unauthorized access to your Account;
- there is an Error in your Account history statement (you can access your Account history statement by logging into your Account and clicking on a link to “View all of my transactions”) or in your transaction confirmation sent to you by email;
- your password or PayPal Mobile PIN has been compromised;
- your PayPal Mobile-activated phone has been lost, stolen or deactivated; or
- you need more information about a transaction listed on the statement or transaction confirmation.

b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good and demonstrable reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transaction or Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Errors in your Account, notify us as follows:

- [Use this form](#) to file a report in the PayPal Resolution Center; or
- Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950; or
- Call PayPal Customer Service at (852) 35508574 (in Hong Kong) or (402) 935-7733 (in the U.S.).

When you notify us, provide us with all of the following information:

- Your name and email address registered to your Account;
- A description of any suspected Unauthorized Transaction or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

8.3 PayPal Actions after Receipt of Your Notification. Once you notify us of any suspected Unauthorized Transaction or Error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 60 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).
- If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.

If we determine that there was an Unauthorized Transaction or Error, we will promptly credit the full amount into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an Unauthorized Transaction or Error, we will include an explanation of our decision in our email to you. If

you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

8.4 PayPal Errors. We will rectify any Error that we discover. If the Error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account.

8.5 Your Errors. If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal will not reimburse you or reverse a payment that you have made in error.

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9. PayPal Seller Protection.

9.1 PayPal Seller Protection.

PayPal Seller Protection is protection we provide to Sellers from Claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transaction; or
- Item Not Received.

PayPal Seller Protection is available for eligible payments from PayPal Account holding buyers in any country. If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available [here](#)) as these policies will apply to you as a Payment Recipient or Seller.

9.2 Scope of Protection. PayPal will pay you the full amount of the eligible payment and waive the Chargeback Fee, if applicable.

9.3 Eligibility Requirements. To be eligible for PayPal Seller Protection, you must meet all of these requirements:

- The item purchased must be a physical, tangible good (except for motor vehicles) or an eligible type of intangible, virtual good or service;
- If you are a Seller of digital goods (i) PayPal has communicated to you that your digital goods are eligible for PayPal Seller Protection and (ii) you have complied with all integration requirements that was specifically notified to you by PayPal;
- You receive payment via PayPal from a buyer's PayPal Account;
- You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded);
- You post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or picked up in person or if you post the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift address"), then you will not be eligible for PayPal Seller Protection;
- Follow the postage requirements described below:
 - The transaction must be marked by PayPal as eligible or partially eligible for PayPal Seller Protection on your Account "Transaction Details" page. If it is marked eligible, protection for both Unauthorized Transaction and Item Not Received will apply. If it is marked partially eligible, protection for only Item Not Received will apply;
- You must respond to PayPal's requests for documentation or other information that is reasonably required by PayPal to investigate in a timely manner;
- Your eligibility is not otherwise suspended.

9.4 Postage requirements for Sellers in Hong Kong SAR China

	Postage requirement
Protection for Item Not Received	For items less than \$750 USD (or equivalent as set out below)*, Proof of Shipment or Proof of Delivery (for intangible or virtual items or services)
	For items of \$750 USD or more (or equivalent as set out below)*, Proof of Delivery (for tangible items) or Proof of Delivery (for intangible or virtual items or services)
	Proof of Shipment

Protection for Unauthorized Transaction	
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Currency*	Amount	Currency*	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	R\$1,750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble	27,000 RUB
Euro	550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB
Malaysian Ringgit	2,500 MYR	U.K. Pound Sterling	£450 GBP
Mexican Peso	\$10,000 MXN	U.S. Dollar	\$750 USD

“Proof of Shipment” means online or physical documentation from a shipping company that includes all of the following:

- Status of “shipped” (or equivalent) and the date of postage;
- The recipient’s name and address must match those shown on the “Transaction Details” page;
- The sender’s name and address must match the Seller’s name and address;
- Online tracking information showing status of shipment.

“Proof of Delivery (for tangible items)” means online or physical documentation from a shipping company that includes (or where the shipping company warrants that they have obtained) all of the following:

- A status of “delivered” (or equivalent) and the date of delivery;
- The recipient’s name and address must match those shown on the “Transaction Details” page;
- Online documentation that can be viewed at the shipping company’s website and indicates that the item was signed for on delivery.

“Proof of Delivery (for intangible or virtual items or services)” means any compelling evidence to show the purchase order was fulfilled that includes all of the following:

- The date the item or service was provided;
- The recipient’s address (email/IP, etc) where applicable.

9.5 PayPal Seller Protection Process

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback or Reversal. We will ask you to provide Proof of Shipment or Proof of Delivery (for tangible items) or Proof of Delivery (for intangible or virtual items or services) and any other information we need to determine whether the transaction meets the eligibility requirements for PayPal Seller Protection.

We will use our reasonable discretion to determine whether a transaction meets the PayPal Seller Protection eligibility requirements. If it does, we will lift the temporary hold and restore the funds to your Account.

If the payment is not covered by PayPal Seller Protection, PayPal will remove the funds from your Account and return the payment to the buyer. In addition, you will be responsible for PayPal’s Chargeback Fee, if applicable.

9.6 Suspension of Eligibility for PayPal Seller Protection

We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your Account. In assessing a risk, we will consider the:

- Total monetary amount and / or number of Claims, Chargebacks or Reversals issued against your PayPal Account;
- Reasonable risk of your Account to the integrity of PayPal and our system; and
- Potential losses occurring to us or our users.

We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another Account which has been suspended.

We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your Account.

If we reasonably believe a risk still exists, we may in our sole discretion, require you to take certain action in order to lift the suspension of your eligibility for PayPal Seller Protection. You must follow our directions as reasonably required by PayPal within the timeframe specified.

We will notify you by email if we suspend or lift the suspension of your eligibility for PayPal Seller Protection.

9.7 Examples of Items/Transactions not Eligible for PayPal Seller Protection.

The following are examples of items/transactions not eligible for PayPal Seller Protection:

- Vehicles, including motorcycles, caravans, aircrafts and boats
- Claims or Chargebacks for Significantly Not as Described
- Items that you deliver in person, including at a point of sale
- Items equivalent to cash (including, without limitation, gift cards or vouchers)
- Gold bullion
- Counterfeit goods
- PayPal Direct Payments (including Virtual Terminal Payments and Website Payments Pro/Plus payments), PayPal Here payments and carrier billing products
- Mass Payment / Payouts
- Items that are sent after PayPal has advised the Seller not to release the item
- Items that are not shipped to the recipient address as stated in the "Transaction Details" page. If you originally ship the item to the recipient address 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 Proof of Delivery (for tangible items)
- Donations
- Financial products and investments

9.8 Exclusions from PayPal Seller Protection

If we reasonably determine, having considered all relevant circumstances, that you have abused the PayPal Seller Protection Policy, we may at our sole discretion, exclude you from the PayPal Seller Protection Policy or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

If you receive payment under PayPal Seller Protection which you are not entitled or eligible to receive, the payments are repayable immediately by you and may be recovered as a debt due and payable to PayPal.

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10. Restricted Activities.

10.1 Restricted Activities. In connection with your use of our website, your Account, the PayPal Services, or in the course of your interactions with PayPal, other Users, or third parties, you will not:

- a. Breach this Agreement, the [Commercial Entity Agreement](#), the [Acceptable Use Policy](#) or any other Policy that you have agreed to with PayPal;
- b. Violate any applicable law, statute, ordinance, or regulation;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- f. Provide false, inaccurate or misleading Information;
- g. Engage in potentially fraudulent or suspicious activity and/or transactions;

- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or card issuer for the same transaction during the course of a Dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your 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;
- n. Allow your Account to have a negative balance;
- o. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- p. Access the PayPal Services from a country that is not listed on PayPal's [Worldwide page](#).
- q. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
- r. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- t. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- u. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services;
- w. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers; or
- x. Abuse (as either a buyer or seller) our online Dispute Resolution process and/or PayPal Buyer Protection.

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11. Your Liability – Actions We May Take.

11.1 Your Liability.

- a. **General.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. **Liability for Claims under PayPal Buyer Protection.** If you are a Seller and you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the Buyer Protection policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection policies available [here](#)). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions – see Section 9 (PayPal Seller Protection) above.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be

required to provide a full refund to the buyer and you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal Seller Protection will not cover your liability for SNAD Claims.

c. **Liability for claims filed under eBay's Money Back Guarantee program.** If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay.

d. **Liability for instructions given by you on your Account.** Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by PayPal. PayPal will not be liable for any loss or damage you or anyone else suffers where PayPal acts on those instructions in good faith, unless it was proved that PayPal was negligent.

11.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your PayPal balance or reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

11.3 Actions by PayPal – Restricted Activities. If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, Affiliates other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the PayPal Services;
- b. We may suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection;
- c. We may refuse to provide the PayPal Services to you now and in the future; and
- d. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to PayPal or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.
- f. We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Hong Kong SAR China or elsewhere and directed to PayPal or its Affiliates.

11.4 Actions by PayPal – Holds.

a. **Risk-Based Holds.** PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear as pending balance or withheld and the payment status will indicate the hold. If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.

b. **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller Protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

11.5 Actions by PayPal – Reserves.

PayPal, in its sole discretion, may place a Reserve on funds held in your Business Account when PayPal believes there may be a high level of risk associated with your Account or your use of any of the products and/or services offered by PayPal and/or its Affiliates. If PayPal places a Reserve in your Account, transactions will be shown as "pending" in your PayPal balance, and you will not have access to funds in a "pending" status until they are cleared. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in Reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

11.6 Actions by PayPal – Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. PayPal, in its sole discretion, reserves the right to terminate this Agreement and/or access to the PayPal Services for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we

will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

11.7 Acceptable Use Policy Violations. If you violate the [Acceptable Use Policy](#) then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages for each violation of the Acceptable Use Policy. You agree that \$2,500.00 USD (or equivalent) per transaction in 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 the offending Account, or any other Account you control.

11.8 Compliance with Data Protection Laws. With regard to any personal data processed by either Party in connection with this Agreement, the Parties will respectively each be a controller in respect of such processing. Each Party agrees to comply with the requirements of the Data Protection Laws applicable to controllers in respect of the provision of the Company Services and otherwise in connection with this Agreement. For the avoidance of doubt, PayPal and the Merchant each have their own, independently determined privacy policies, notices and procedures for the personal data they hold and are each a data controller (and not joint data controllers).

11.9 In complying with the Data Protection Laws, each Party shall, without limitation:

- a. implement and maintain at all times all appropriate security measures in relation to the processing of personal data;
- b. maintain a record of all processing activities carried out under this Agreement; and
- c. not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws.

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12. Disputes with PayPal.

12.1 Contact PayPal First. If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, 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 (852) 35508574 in Hong Kong SAR China or (402) 935-2050 (in the U.S.) from 6 AM to midnight, U.S. Central Time.

12.2 Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD (or other currencies equivalents), the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through the Hong Kong International Arbitration Centre or any other established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

12.3 Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in Section 12.2 above, you agree that any claim or dispute you may have against PayPal must be resolved by a court of competent jurisdiction located in Hong Kong SAR China or where the defendant is located. You agree to submit to the exclusive jurisdiction of Hong Kong courts for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of Hong Kong SAR China.

12.4 Improperly Filed Litigation. All claims you bring against PayPal must be resolved in accordance with Section 12 of this Agreement. All claims filed or brought contrary to Section 12 shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to Section 12, PayPal may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that PayPal has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

12.5 Notices to You. You agree that PayPal may provide you Communications about your Account, the PayPal Services and this Agreement electronically. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

12.6 Notices to PayPal. Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to PayPal must be sent by postal mail to: PayPal Hong Kong Limited, Attention: Legal Department, Rooms 1506-07, 15/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong SAR China.

12.7 Insolvency Proceedings. If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

12.8 Release of PayPal. If you have a dispute with one or more Users, you release PayPal and Affiliates (and their officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

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13. General Terms.

13.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF DATA OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

13.2 Services Limitation. PayPal is not an authorised institution (licensed bank, restricted licence bank, or deposit-taking company) for the purpose of Banking Ordinance (Cap. 155) and the PayPal Services are stored value facility and payment processing services rather than banking services. PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

13.3 No Warranty. SUBJECT TO APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED CONDITIONS OR WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the PayPal Services 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 site may be temporarily suspended for maintenance or upgrade or 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, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country to country.

13.4 Indemnification. You agree to defend, indemnify and hold PayPal, Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of the PayPal Services.

13.5 PayPal License Grant to You. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the respective documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

13.6 License Grant from You to PayPal; IP Warranties. Subject to section 13.7, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection with the PayPal Services.

13.7 License Grant from Merchants to PayPal. Section 13.6 notwithstanding, if you are a Merchant using PayPal Services, you grant PayPal the worldwide right to use and depict your business name, trademarks, and logos on our website and in PayPal's mobile and web-based application for the purpose of identifying and referring to your business and your products and services and facilitating consumer transactions with you.

13.8 Intellectual Property. "PayPal.com," "PayPal", "PayPal.com.cn", "PayPal.com.c2", "PayPal.com.hk", "PayPal.co.il", "PayPal.co.jp", "PayPal.com.tr", "PayPal.com.sg" and all other URLs, logos and trademarks related to the PayPal Services are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate 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, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent 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 is disparaging to 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 website, 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.

13.9 Calls to You; Mobile Telephone Numbers. By providing PayPal a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from PayPal at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of the PayPal Services at that number.

13.10 Marketing. If you receive Information about another User through the PayPal Services, you must keep the Information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.

13.11 Password Security. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the PayPal Services.

13.12 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.

13.13 Complete Agreement and Survival. This Agreement, along with any applicable Policies on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 6 (Closing Your Account), 11 (Your Liability – Actions We May Take), 12 (Disputes with PayPal), 13 (General Terms), 14 (Definitions), and Exhibit A (Fees) as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

13.14 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

13.15 Translated Agreement. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

13.16 No Waiver. Our failure or delay to act with respect to a breach by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches.

13.17 Assumption of Rights. If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, 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.

13.18 Third Party Rights. A person who is not a party to this Agreement has no right to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

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- **"Account Profile"** means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.
- **"Account" or "PayPal Account"** means a Personal or Business PayPal Account.
- **"Add Money" or "Top Up"** means your ability to transfer money from your bank account to your PayPal Account.
- **"Affiliate"** means PayPal Holdings Inc. or a company that is a direct or indirect subsidiary of PayPal Holdings Inc., or otherwise related to PayPal through common ownership or control.
- **"Authorize" or "Authorization"** means a buyer's express authorization to a Merchant to collect a payment from the buyer's PayPal Account.
- **"Automatic Transfer Countries"** means Albania, Algeria, Antigua and Barbuda, Barbados, Belize, Bosnia and Herzegovina, Dominica, Egypt, Fiji, French Polynesia, Grenada, Malawi, New Caledonia, Palau, Saint Kitts and Nevis, Saint Lucia, Seychelles, Trinidad and Tobago, Turks and Caicos.
- **"Automatic Transfer"** means a withdrawal of your Account balance that is initiated by PayPal. If your Account is registered in one of the Automatic Transfer Countries, then your balance will be regularly withdrawn to your linked financial instrument pursuant to these [terms and conditions](#). Hong Kong SAR China is not an Automatic Transfer Country. Accordingly, your Account shall not be subject to the terms and conditions herein for Automatic Transfer.
- **"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.
- **"Business Days"** means Monday through Friday, excluding the general holidays gazetted for public information in Hong Kong SAR China.
- **"Chargeback"** means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.
- **"Claim"** means a challenge to a payment that a User files directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.
- **"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).
- **"Commercial Payment"** means as defined in Exhibit A (Fees) below.
- **"Communications"** means any Account or transaction information that PayPal provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure; transaction receipts or confirmations; Account history statements; and tax statements we are required to make available to you.
- **"Customer Service"** is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time, or by calling (852) 35508574 (in Hong Kong SAR China) (402) 935-2050 (in the U.S.) from 6 AM to midnight U.S. Central Time.
- **"Days"** means calendar days.
- **"data controller"** (or simply "controller") and "data processor" (or simply "processor") and "data subject" have the meanings given to those terms under the Data Protection Laws.
- **"Data Protection Laws"** means EU Directive 95/46/EC or Regulation (EU) 2016/679 (GDPR) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the Company Services.
- **"Default Payment Methods"** means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.
- **"Digital Goods"** means goods that are delivered and used in an electronic format.
- **"Dispute"** means a dispute filed by a User directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.
- **"eBay"** means eBay Inc.
- **"eCheck"** means a payment funded using a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the U.S.
- **"Error"** means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.
- **"Fees"** means those amounts stated in Exhibit A (Fees) of this Agreement.
- **"Information"** means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.

- **"Instant Transfer"** means a payment funded using the sender's bank account in which PayPal credits the recipient instantly.
- **"Item Not Received"** means a challenge to a payment from a User claiming that the item purchased was not received.
- **"Merchant"** and **"Seller"** are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payments.
- **"Micropayments for Digital Goods"** means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools.
- **"No Log-In Payment"** means a PayPal payment that is made without the sender having to log into his/her Account.
- **"Payment Method"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction (subject to availability): balance, Instant Transfer, eCheck, credit card, debit card, and Redemption Codes.
- **"PayPal Direct Payment"** means a payment that is made directly through the buyer's credit or debit card and not through a PayPal Account, such as payments made through Website Payments Pro.
- **"PayPal Mobile"** means a PayPal Service that allows you to send and receive payments through your mobile phone.
- **"PayPal Seller Protection"** means the protection program PayPal offers Sellers as described in Section 9.
- **"PayPal Services"** means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- **"PayPal," "we," "us" or "our"** means PayPal Hong Kong Limited.
- **"personal data"** has the meaning given to it under the Data Protection Laws.
- **"Personal Payment"** means a payment to a friend or a family member such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts. Personal Payments are not available in most countries.
- **"Policy" or "Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the PayPal Services.
- **"Preapproved Payment"** means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."
- **"Preferred Payment Method"** means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.
- **"Redemption Code"** means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.
- **"Reserve"** means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the PayPal Services.
- **"Restricted Activities"** means those activities described in Section 10 of this Agreement.
- **"Reversal"** means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal, Affiliates, or any direct or indirect PayPal subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other Policy, or (e) PayPal decided a Claim against you.
- **"Seller"** – see "Merchant" definition.
- **"Significantly Not as Described"** has the definition provided in Section 7.1 of this Agreement.
- **"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- **"Top Up"** – see "Add Money" definition.
- **"Transaction Details Page"** means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the individual transaction in your Account on the PayPal website.
- **"Unauthorized Transaction"** means as defined in Section 8.1 of this Agreement.
- **"User"** means any person or entity using the PayPal Services including you.
- **"Verified Account"** means an Account status that reflects that PayPal has verified that an Account holder has legal control of one or more of his or her Payment Methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.
- **"Virtual Terminal Payment"** means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a credit or debit card and not through an Account.

Exhibit A – Fees.

PayPal charges the following Fees:

1. Overview.

a. Commercial Payments Fee.

b. Additional Fees:

- Currency Conversion Processing Fee;
- Withdrawing your Balance Fee;
- eCheck Fee;
- Chargeback Fee;
- Credit Card and Debit Card Confirmation Fee; and
- Records Request Fee.

c. Fees for other pricing categories:

- Micropayments Fee;
- Micropayment for Digital Goods Fee;
- Mass Payments / Payouts Fee;
- Personal Payments Fee; and

2. Commercial Payments Fee.

A Commercial Payment includes the following:

- A payment for the sale of goods or services;
- A payment received after the Seller has used the "Request Payment" tab on the PayPal website; or
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.

Activity	Commercial Payments Fee		
Receiving Commercial Payments	<u>Domestic payments:</u> (where applicable)	Standard Rate#:	3.9% + Fixed Fee
		Standard eBay Rate##:	3.4% + Fixed Fee
		Merchant Rate#*:	From 2.9% to 3.9% + Fixed Fee
		Merchant eBay Rate##*:	From 2.4% to 3.4% + Fixed Fee
	<u>International payments:</u>	Standard Rate#:	4.4% + Fixed Fee
		Standard eBay Rate##:	3.9% + Fixed Fee
		Merchant Rate#*:	From 3.4% to 4.4% + Fixed Fee
		Merchant eBay Rate##*:	From 2.9% to 3.9% + Fixed Fee

Fixed Fee	Hong Kong SAR China	Currency:	Fee:
		Australian Dollar:	\$0.30 AUD
		Brazilian Real:	R\$0.60 BRL
		Canadian Dollar:	\$0.30 CAD
		Czech Koruna:	10.00 CZK
		Danish Kroner:	2.60 DKK
		Euro:	€0.35 EUR
		Hong Kong Dollar:	\$2.35 HKD
		Hungarian Forint:	90.00 HUF
		Israeli New Shekel:	1.20 ILS
		Japanese Yen:	¥40.00 JPY
		Malaysian Ringgit:	2.00 MYR
		Mexican Peso:	4.00 MXN
		New Zealand Dollar:	\$0.45 NZD
		Norwegian Krone:	2.80 NOK
		Philippine Peso:	15.00 PHP
		Polish Zloty:	1.35 PLN
		Russian Ruble:	10 RUB
		Singapore Dollar:	\$0.50 SGD
		Swedish Krona:	3.25 SEK
		Swiss Franc:	0.55 CHF
		New Taiwan Dollar:	\$10.00 TWD
		Thai Baht:	11.00 THB
U.K. Pounds Sterling:	£0.20 GBP		
U.S. Dollar:	\$0.30 USD		

*To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria, click [here](#). To apply for Merchant Rate, click [here](#).

excludes transactions on eBay website, Website Payments Pro - Hosted Solution, Virtual Terminal, PayPal Here and carrier billing products.

for transactions on eBay website only.

3. Additional Fees.

Activity	Additional Fees																																																						
	<p data-bbox="252 152 300 181">Fee:</p> <p data-bbox="252 192 1166 221">Currency Conversion that occurs when sending a Personal or a Commercial Payment:</p> <p data-bbox="252 264 1278 293">The Fee depends on the currency into which the amount is converted, as listed in the table below.</p> <table border="1" data-bbox="252 300 1142 1384"> <thead> <tr> <th data-bbox="252 300 491 338">Currency:</th> <th data-bbox="491 300 1142 338">Fee included in the Applicable Transaction Exchange Rate:</th> </tr> </thead> <tbody> <tr><td data-bbox="252 338 491 376">Argentine Peso:</td><td data-bbox="491 338 1142 376">4%</td></tr> <tr><td data-bbox="252 376 491 414">Australian Dollar:</td><td data-bbox="491 376 1142 414">4%</td></tr> <tr><td data-bbox="252 414 491 452">Brazilian Real:</td><td data-bbox="491 414 1142 452">4%</td></tr> <tr><td data-bbox="252 452 491 490">Canadian Dollar:</td><td data-bbox="491 452 1142 490">3.5%</td></tr> <tr><td data-bbox="252 490 491 528">Czech Koruna:</td><td data-bbox="491 490 1142 528">4%</td></tr> <tr><td data-bbox="252 528 491 566">Danish Kroner:</td><td data-bbox="491 528 1142 566">4%</td></tr> <tr><td data-bbox="252 566 491 604">Euro:</td><td data-bbox="491 566 1142 604">4%</td></tr> <tr><td data-bbox="252 604 491 642">Hong Kong Dollar:</td><td data-bbox="491 604 1142 642">4%</td></tr> <tr><td data-bbox="252 642 491 680">Hungarian Forint:</td><td data-bbox="491 642 1142 680">4%</td></tr> <tr><td data-bbox="252 680 491 719">Indian Rupee:</td><td data-bbox="491 680 1142 719">4%</td></tr> <tr><td data-bbox="252 719 491 757">Israeli New Shekel:</td><td data-bbox="491 719 1142 757">4%</td></tr> <tr><td data-bbox="252 757 491 795">Japanese Yen:</td><td data-bbox="491 757 1142 795">4%</td></tr> <tr><td data-bbox="252 795 491 833">Malaysian Ringgit</td><td data-bbox="491 795 1142 833">4%</td></tr> <tr><td data-bbox="252 833 491 871">Mexican Peso:</td><td data-bbox="491 833 1142 871">4%</td></tr> <tr><td data-bbox="252 871 491 909">New Zealand Dollar:</td><td data-bbox="491 871 1142 909">4%</td></tr> <tr><td data-bbox="252 909 491 947">Norwegian Krone:</td><td data-bbox="491 909 1142 947">4%</td></tr> <tr><td data-bbox="252 947 491 985">Philippine Peso:</td><td data-bbox="491 947 1142 985">4%</td></tr> <tr><td data-bbox="252 985 491 1023">Polish Zloty:</td><td data-bbox="491 985 1142 1023">4%</td></tr> <tr><td data-bbox="252 1023 491 1061">Russian Ruble:</td><td data-bbox="491 1023 1142 1061">4%</td></tr> <tr><td data-bbox="252 1061 491 1099">Singapore Dollar:</td><td data-bbox="491 1061 1142 1099">4%</td></tr> <tr><td data-bbox="252 1099 491 1137">Swedish Krona:</td><td data-bbox="491 1099 1142 1137">4%</td></tr> <tr><td data-bbox="252 1137 491 1176">Swiss Franc:</td><td data-bbox="491 1137 1142 1176">4%</td></tr> <tr><td data-bbox="252 1176 491 1214">New Taiwan Dollar:</td><td data-bbox="491 1176 1142 1214">4%</td></tr> <tr><td data-bbox="252 1214 491 1252">Thai Baht:</td><td data-bbox="491 1214 1142 1252">4%</td></tr> <tr><td data-bbox="252 1252 491 1290">U.K. Pounds Sterling:</td><td data-bbox="491 1252 1142 1290">4%</td></tr> <tr><td data-bbox="252 1290 491 1328">U.S. Dollar:</td><td data-bbox="491 1290 1142 1328">3.5%</td></tr> </tbody> </table> <p data-bbox="252 1395 1465 1529">Currency conversion that occurs when receiving other payments (including Mass Payments or Payouts), withdrawing funds to your local bank account (if your PayPal balance is held in a currency other than your local currency), adding funds from a bank account to your PayPal Account or when transferring funds between your PayPal balances held in different currencies (as applicable)</p> <p data-bbox="252 1574 304 1603">2.5%</p>	Currency:	Fee included in the Applicable Transaction Exchange Rate:	Argentine Peso:	4%	Australian Dollar:	4%	Brazilian Real:	4%	Canadian Dollar:	3.5%	Czech Koruna:	4%	Danish Kroner:	4%	Euro:	4%	Hong Kong Dollar:	4%	Hungarian Forint:	4%	Indian Rupee:	4%	Israeli New Shekel:	4%	Japanese Yen:	4%	Malaysian Ringgit	4%	Mexican Peso:	4%	New Zealand Dollar:	4%	Norwegian Krone:	4%	Philippine Peso:	4%	Polish Zloty:	4%	Russian Ruble:	4%	Singapore Dollar:	4%	Swedish Krona:	4%	Swiss Franc:	4%	New Taiwan Dollar:	4%	Thai Baht:	4%	U.K. Pounds Sterling:	4%	U.S. Dollar:	3.5%
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U.S. Dollar:	3.5%																																																						

Where a currency conversion is required, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a Currency Conversion Fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s). The transaction exchange rate applicable to your conversion may be applied immediately and without notice to you. You may have the option (depending on the country you are residing in and the type of funding source) to Opt Out of currency conversion before you complete the transaction by selecting Other Conversion options on the Review Your Information page during checkout.

Where a currency conversion is offered by PayPal at the point of sale, you will be shown the exchange rate that will be applied to the transaction before you proceed with authorizing the payment transaction. By proceeding with your authorization of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate. Where a currency conversion is offered at the point of sale by the Merchant, not by PayPal, and you choose to authorize the payment transaction on the basis of the Merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

Where your payment is funded by a Debit or Credit Card and involves a currency conversion by PayPal, you consent to and authorize PayPal to convert the currency in place of your Credit or Debit card issuer.

Withdrawing your Balance

Withdrawal Method:	Fee:
Withdrawals you make to your U.S. bank account.	2.50%
Automatic transfers we make to your credit card or U.S. bank account.	Free
Withdrawals you make to your local bank account. Return Fee if the withdrawal information you provided is incorrect or incomplete.	Fee varies by country. See Fee Page and select the appropriate country to view Fees. If you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out above.

Receiving eChecks

There is a maximum fee per payment for receiving eCheck-funded payments as follows. The cap depends on the currency of the payment:

	Currency:	Fee:
	Australian Dollar:	50.00 AUD
	Brazilian Real:	75.00 BRL
	Canadian Dollar:	45.00 CAD
	Czech Koruna:	850.00 CZK
	Danish Krone:	250.00 DKK
	Euro:	35.00 EUR
	Hong Kong Dollar:	330.00 HKD
	Hungarian Forint:	9,250 HUF
	Israeli New Shekel:	160.00 ILS
	Japanese Yen:	4,000 JPY
	Malaysian Ringgit:	150.00 MYR
	Mexican Peso:	540.00 MXN
	New Zealand Dollar:	60.00 NZD
	Norwegian Krone:	270.00 NOK
	Philippine Peso:	1,900.00 PHP
	Polish Zloty:	140.00 PLN
	Russian Ruble:	1,400.00 RUB
	Singapore Dollar:	60.00 SGD
	Swedish Krona:	320.00 SEK

Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1,350.00 TWD
Thai Baht:	1,400.00 THB
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

Chargebacks

Currency:	Fee:
Australian Dollar:	\$15.00 AUD
Brazilian Real:	R\$20.00 BRL
Canadian Dollar:	\$15.00 CAD
Czech Koruna:	250.00 CZK
Danish Kroner:	60.00 DKK
Euro:	11.25 EUR
Hong Kong Dollar:	\$75.00 HKD
Hungarian Forint:	2,000.00 HUF
Israeli New Shekel:	40.00 ILS
Japanese Yen:	¥1,300.00 JPY
Malaysian Ringgit:	40.00 MYR
Mexican Peso:	110.00 MXN
Norwegian Krone	65.00 NOK
New Zealand Dollar:	\$15.00 NZD
Philippine Peso:	500.00 PHP
Polish Zloty:	30.00 PLN
Russian Ruble:	320.00 RUB
Singapore Dollar:	\$15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
New Taiwan Dollar:	\$330.00 TWD
Thai Baht:	360.00 THB
U.K. Pounds Sterling:	£7.00 GBP
U.S. Dollar:	\$10.00 USD

The Chargeback Fee is charged at the time a Chargeback is applied to your Account for a payment you receive. If you are eligible for PayPal Seller Protection for that payment, the Fee is waived. The Fee is based on the currency received.

Credit Card and Debit Card Confirmation

Currency:	Fee:
Australian Dollar:	\$2.00 AUD
Brazilian Real:	R\$4.00 BRL
Canadian Dollar:	\$2.45 CAD
Czech Koruna:	50.00 CZK
Danish Kroner:	12.50 DKK
Euro:	1.50 EUR
Hong Kong Dollar:	\$15.00 HKD
Hungarian Forint:	

	400.00 HUF
Israeli New Shekel:	8.00 ILS
Japanese Yen:	¥200.00 JPY
Malaysian Ringgit:	10.00 MYR
Mexican Peso:	20.00 MXN
New Zealand Dollar:	\$3.00 NZD
Norwegian Krone:	15.00 NOK
Philippine Peso:	100.00 PHP
Polish Zloty:	6.50 PLN
Russian Ruble:	60 RUB
Singapore Dollar:	\$3.00 SGD
Swedish Krona:	15.00 SEK
Swiss Franc:	3.00 CHF
New Taiwan Dollar:	\$70.00 TWD
Thai Baht:	70.00 THB
Turkish Lira:	3.00 TRY
U.K. Pounds Sterling:	£1.00 GBP
U.S. Dollar:	\$1.95 USD

In some instances, PayPal may require you to verify control of your credit card or debit card. In order to do so, PayPal makes a charge to your credit card or debit card and then requires you to verify the code associated with the charge. This amount will be refunded when you successfully complete the credit card or debit card verification process.

Records Requests Fee	Up to \$60.00 HKD (per item), or other currency equivalent. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.
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4. Fees for Other Pricing Categories

Micropayments Pricing. PayPal offers two micropayments pricing programs: (i) Micropayments Fees; and (ii) Micropayments for Digital Goods Fees. **(i) Micropayments Fees.** If you have signed up for Micropayments Fees, then the following Fees apply to all the Commercial Payments you receive. If you have both a Micropayments Fees enabled Account and a standard pricing Account, it is your responsibility to correctly route your payments to the appropriate Account, and once a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account.

Activity	Country	Micropayments Fee	
Receiving Commercial Payments	All countries (where Micropayments Fees are available)	Domestic payments: 5% + Micropayments Fixed Fee	
		International payments: 6%+ Micropayments Fixed Fee	
Micropayments Fixed Fee	All countries where available	Currency:	Fee:
		Australian Dollar:	\$0.05 AUD
		Brazilian Real:	R\$0.10 BRL
		Canadian Dollar:	\$0.05 CAD
		Czech Koruna:	1.67 CZK
		Danish Kroner:	0.43 DKK
		Euro:	0.05 EUR
		Hong Kong Dollar:	\$0.39 HKD
		Hungarian Forint:	15.00 HUF
		Israeli New Shekel:	0.20 ILS

Japanese Yen:	¥7.00 JPY
Malaysian Ringgit:	0.20 MYR
Mexican Peso:	\$0.55 MXN
New Zealand Dollar:	\$0.08 NZD
Norwegian Krone:	0.47 NOK
Philippine Peso:	2.50 PHP
Polish Zloty:	0.23 PLN
Russian Ruble:	2.00 RUB
Singapore Dollar:	\$0.08 SGD
Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
New Taiwan Dollar:	2.00 TWD
Thai Baht:	1.80 THB
U.K. Pounds Sterling:	£0.05 GBP
U.S. Dollar:	\$0.05 USD

(ii) Micropayments for Digital Goods Fees. If you apply and qualify for Micropayments for Digital Goods, then for each transaction involving only Digital Goods, you agree to pay either (i) the Commercial Payment Fees described in Section 2 above or (ii) the Micropayments for Digital Goods Fees, whichever rate results in a lower amount being charged to you for the transaction.

Activity	Micropayments for Digital Goods Fee																																																		
Receiving Micropayments for Digital Goods	<table border="1"> <tr><td colspan="2"><u>Domestic payments:</u></td></tr> <tr><td colspan="2">5.5% + Micropayments Fixed Fee</td></tr> <tr><td colspan="2"><u>International payments:</u></td></tr> <tr><td colspan="2">6.0% + Micropayments Fixed Fee</td></tr> </table>	<u>Domestic payments:</u>		5.5% + Micropayments Fixed Fee		<u>International payments:</u>		6.0% + Micropayments Fixed Fee																																											
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^ **Merchant Rate:** To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume,

and have an Account in good standing. To view Merchant Rate criteria, click [here](#). To apply for Merchant Rate, click [here](#).
 ^^ Buyers in these countries cannot open a PayPal Account but can make purchases using their credit cards on certain merchants' websites.

#excludes transactions on eBay website.

##for transactions on eBay website only.

Note: Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or European Economic Area or Monaco will be treated as Domestic Personal Payments for the purpose of applying Fees.

Mass Payments / Payouts Fee.

Activity	Mass Payments / Payouts Fee	
Sending Mass Payments or Payouts	Domestic payments (if available):	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below.
	International payments:	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below****.
*Maximum Mass Payments / Payouts Fee	Currency:	Maximum Fee per recipient:
	Australian Dollar:	\$1.25 AUD
	Brazilian Real:	R\$2.00 BRL
	Canadian Dollar:	\$1.25 CAD
	Czech Koruna:	24.00 CZK
	Danish Kroner:	6.00 DKK
	Euro:	0.85 EUR
	Hong Kong Dollar:	\$7.00 HKD
	Hungarian Forint:	210.00 HUF
	Israeli New Shekel:	4.00 ILS
	Japanese Yen:	¥120.00 JPY
	Malaysian Ringgit:	4.00 MYR
	Mexican Peso:	11.00 MXN
	New Zealand Dollar:	\$1.50 NZD
	Norwegian Krone:	6.75 NOK
	Philippine Peso:	50.00 PHP
	Polish Zloty:	3.00 PLN
	Russian Ruble:	30 RUB
	Singapore Dollar:	\$1.60 SGD
	Swedish Krona:	9.00 SEK
Swiss Franc:	1.30 CHF	
U.K. Pounds Sterling:	£0.65 GBP	
U.S. Dollar:	\$1.00 USD	
****Maximum Mass Payments / Payouts Fee for international payments from Hong Kong SAR China	Currency:	Maximum Fee Per Recipient:
	Australian Dollar:	\$60 AUD
	Brazilian Real:	R\$100 BRL
	Canadian Dollar:	\$60 CAD
	Czech Koruna:	1,000 CZK
	Danish Kroner:	300 DKK
	Euro:	40 EUR
	Hong Kong Dollar:	\$400 HKD
	Hungarian Forint:	15,000 HUF
	Israeli Shekel:	200 ILS
	Japanese Yen:	¥5,000 JPY
	Malaysian Ringgit:	200 MYR
	Mexican Peso:	750 MXN
	New Zealand Dollar:	\$75 NZD
	Norwegian Krone:	300 NOK

Philippine Peso:	2,500 PHP
Polish Zloty:	150 PLN
Russian Ruble:	1,500 RUB
Singapore Dollar:	\$80 SGD
Swedish Krona:	400 SEK
Swiss Franc:	50 CHF
New Taiwan Dollar:	\$2,000 TWD
Thai Baht:	2,000 THB
U.K. Pounds Sterling:	£35 GBP
U.S. Dollar:	\$50 USD

Personal Payments Fee.

- a. Personal Payments are payments to friends or family members such as your share of the rent or a dinner bill.
- b. Personal Payments are limited in availability and are not available in most countries.
- c. If you use your credit card as the Payment Method for a Personal Payment, you may be charged a cash-advance fee by your credit card company.
- d. The Fee shall be paid by the sender of the Personal Payment.
- e. A currency conversion may apply if sending a foreign currency.

Activity	Fee for the portion of a payment funded by existing PayPal balance or bank account	Fee for the portion of a payment funded by debit card or credit card
Sending Domestic Payments (Where available)	Free	3.4% + Fixed Fee
Sending International Payments (Where available)	38.99 HKD	38.99 HKD + 3.4% + Fixed Fee

Fixed Fee	Currency:	Fee:
	Australian Dollar:	\$0.30 AUD
Brazilian Real:	R\$0.60 BRL	
Canadian Dollar:	\$0.30 CAD	
Czech Koruna:	10.00 CZK	
Danish Kroner:	2.60 DKK	
Euro:	0.35 EUR	
Hong Kong Dollar:	\$2.35 HKD	
Hungarian Forint:	90.00 HUF	
Israeli New Shekel:	1.20 ILS	
Japanese Yen:	¥40.00 JPY	
Malaysian Ringgit:	2.00 MYR	
Mexican Peso:	4.00 MXN	
New Zealand Dollar:	\$0.45 NZD	
Norwegian Krone:	2.80 NOK	
Philippine Peso:	15.00 PHP	
Polish Zloty:	1.35 PLN	
Russian Ruble:	10.00 RUB	
Singapore Dollar:	\$0.50 SGD	
Swedish Krona:	3.25 SEK	
Swiss Franc:	0.55 CHF	
New Taiwan Dollar:	\$10.00 TWD	
Thai Baht:	11.00 THB	
U.K. Pounds Sterling:	£0.20 GBP	
U.S. Dollar:	\$0.30 USD	

f. Refund Fee

Activity	Fee
Refunding a Commercial Payment	If you issue a full refund of the Commercial Payment, we will retain the full Fixed Fee portion of the Commercial Payments Fee.
	If you issue a partial refund of the Commercial Payment, we will retain the pro-rata share of the Fixed Fee portion of the Commercial Payments Fee.
	The buyer's Account will be credited with the full Commercial Payment amount in the event of a full refund, or a portion of the Commercial Payment amount in the event of a partial refund.
	Your Account will be charged with the pro-rata share of the amount initially credited to your Account in connection with the Commercial Payment and the pro-rata share of the Fixed Fee portion of the Commercial Payments Fee

g. Bank/Credit Card Fees. Your bank, credit or debit card company may charge you fees for sending or receiving funds through PayPal. For example, you may be charged currency conversion processing fees, international transactions fees, or other fees even when your transaction is domestic, and does not require a currency conversion. PayPal is not liable for any fees charged to you by your bank, credit or debit card company or other financial institution based on your usage of PayPal. If you are in Israel, your bank account may be charged immediately for a PayPal transaction that is funded with a credit card.

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Updated PayPal User Agreement

Effective Date: 28 March 2019

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON 28 MARCH 2019.

Welcome to PayPal!

This User Agreement ("Agreement") is a contract between you and PayPal Hong Kong Limited, a company registered under the laws of Hong Kong SAR China, and governs your use of all PayPal Services. Using the PayPal Services means that you must accept all of the terms and conditions contained in this Agreement and the agreements on the [Legal Agreements](#) page including the Privacy Statement and the Acceptable Use Policy. You should read all of these terms carefully.

Jump to section:

- [1. Payment Services and Eligibility.](#)
- [2. Sending Payments.](#)
- [3. Eligibility for Use.](#)
- [4. Account Balances.](#)
- [5. Withdrawing Money.](#)
- [6. Closing Your Account.](#)
- [7. PayPal Buyer Protection.](#)

- [8. Errors and Unauthorized Transactions.](#)
- [9. PayPal Seller Protection.](#)
- [10. Restricted Activities.](#)
- [11. Your Liability – Actions We May Take.](#)
- [12. Disputes with PayPal.](#)
- [13. General Terms.](#)
- [14. Definitions.](#)
- [Exhibit A – Fees.](#)

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website. All future changes set out in the Policy Update already published on the "Legal Agreements" page of the PayPal website at the time you register for the PayPal Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update.

Consumer advisory – Please note that Stored Value Facilities balances are not protected by the Hong Kong Deposit Protection Scheme. Consumers (Users) in Hong Kong SAR China, are advised to read these terms and conditions carefully.

This is an important document which you must consider carefully when choosing whether to use the PayPal Services. Please note the following risks of using the PayPal Services:

Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.

If you are a Seller, you can lower the risk of a payment being reversed from your Account by following the criteria set out in the Seller Protection section and by following the other guidance provided in the "Security Center page" accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your funds if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of Hong Kong SAR China that may be applicable to you in connection with your use of the PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.

This Agreement is not a solicitation of the PayPal Services and PayPal is not targeting any country or market through this Agreement.

1. Payment Services and Eligibility.

1.1 Payment Services. PayPal is a payment services provider and acts as such by creating, hosting, maintaining and providing our PayPal Services to you via the Internet. Our services allow you to send payments to anyone with a PayPal Account, and, where available, to receive payments. Our service availability varies by country. We offer services in compliance with local laws and regulations. [Click here](#) to see which services are available in Hong Kong SAR China.

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

PayPal is not a common carrier or public utility.

1.2 Eligibility. To be eligible to use the PayPal Services, you must be at least 18 years old, and a resident of Hong Kong SAR China.

You must list Hong Kong SAR China as your correct country of residence in your Account. This Agreement applies only to Users who are residents of Hong Kong SAR China. If you are a resident of another country, you may access the agreement that applies to you from our website in your country.

1.3 Information. In order to open and maintain an Account, you must provide us with correct and updated Information.

a. **Your contact information.** It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you effectively. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so

that you will be able to view the Communications we send to you.

You can update your primary email address or street address at any time by logging into the PayPal website. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.

b. Identity Verification. You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity, including as necessary to comply with our obligations under applicable laws and regulations. This may include asking you for further information or documentation, requiring you to provide personal identification documents (including copies of your Hong Kong Identification Card or valid travel document), documents verifying your residential address, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.

c. Credit Report Authorization. If you open a Business Account, you are providing PayPal with your written instructions and authorization in accordance with any applicable law to obtain your personal and/or business credit report from a credit rating agency. You are also authorizing PayPal to obtain your business credit report: (a) when you request certain new products, or (b) at any time PayPal reasonably believes there may be an increased level of risk associated with your Business Account.

d. Updates to Information. If your credit card number or expiration date changes, we may update it without any action on your part and we may acquire such updated information from a third party including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or 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.

1.4 Beneficial Owner.

You must be the beneficial owner of the Account, and conduct business only on behalf of yourself.

1.5 Presentation of PayPal

You agree to provide equal treatment to PayPal and/or other payment methods or marks you offer at your points of sale (e.g. 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 agree not to mischaracterize PayPal as a payment method or exhibit a preference for other payment methods over PayPal. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, 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 payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

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2. Sending Payments.

2.1 Sending Limits. We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. You can view your sending limit, if any, by logging into your Account. If you have a Verified Account, we may increase your sending limits.

2.2 Default Payment Methods. When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order (subject to availability based on your Payment Methods and in Hong Kong SAR China):

- a. Balance
- b. Instant Transfer from your bank account
- c. Debit card
- d. Credit card
- e. eCheck

Note: If you do not want to use your balance, you must withdraw it before making a payment.

2.3 Cards as Payment Methods. By adding a debit card or credit card as a Payment Method, you are providing PayPal with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.

2.4 Preferred Payment Method. You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.

For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

If you select a Preferred Payment Method but have available balance in your Account, your balance will be used to fund your payment. If eCheck is your Preferred Payment Method, it will be used to fund your PayPal payment, even if you have a balance. PayPal may limit the Payment Methods available for a transaction.

2.5 Refused and Refunded Payments. When you send a payment online using PayPal and the transaction is ultimately refunded, the money will be refunded to the original payment method you used for the transaction if you used a debit card, credit card or PayPal balance. If you used a bank account as the payment method for the transaction, we will refund the money to your bank account, or to your PayPal balance if we cannot refund it to your bank account.

When you buy something from a seller using PayPal that required a currency conversion which PayPal performed, and a refund is issued:

- Within 60 days of the date of the original payment, the exchange rate used at the time of the original payment will apply.
- Beyond 60 days of the date of the original payment, the exchange rate on the date of the refund will apply.

2.6 Merchant Processing Delay. When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate will be determined at the time the Merchant processes your payment and completes the transaction.

2.7 Preapproved Payments. A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within two (2) Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email.

a. **Notice for Certain Preapproved Payments.** If a Preapproved Payment will vary in amount and is made using an Instant Transfer, eCheck, debit card Payment Method or your PayPal balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.

2.8 Stopping a Preapproved Payment. You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the "My Preapproved Payments" section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 1-402-935-2050 (in the U.S.) or (852) 35508574 (in Hong Kong SAR China). Once you contact PayPal to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by our failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.

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3. Eligibility for Use.

3.1 Ability to Receive Payments. The ability to receive payments varies by country. As a resident of Hong Kong SAR China, you have the ability to send and receive payments. If you open a Business Account, PayPal may allow anybody (with or without a PayPal Account) to initiate a payment to your Account. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your 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](#).

3.2 Automatic Transfer Countries. Hong Kong SAR China is not an Automatic Transfer Country. Accordingly, the terms regarding Automatic Transfer will not apply to you.

3.3 Liability for Invalidated Payments. 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 for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment.

You agree to allow PayPal to recover any amounts due to PayPal by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse PayPal through other means. If a sender of a payment files a Chargeback, the card issuer, not PayPal, will determine who wins the Chargeback.

3.4 No Surcharges. You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method without our express written consent. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee is not higher than the handling fee you charge for non-PayPal transactions.

3.5 Receiving Personal Payments. If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase.

3.6 Preapproved Payments and/or No Log-In Payments. If you receive Preapproved Payments and/or No Log-In Payments you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.

3.7 Micropayments for Digital Goods. To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, then if a buyer opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.00 CZK	Polish Zloty:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999.00 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999.00 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

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4. Account Balances.

4.1 Balances. If you hold a balance, PayPal will hold your funds in its stored value facility. PayPal will hold these funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. You acknowledge you acquire no rights or title, nor shall you be entitled to receive interest or other earnings on the amounts in your balance that PayPal holds on your behalf.

4.2 Setoff of Past Due Amounts. If you have a past due amount owed to PayPal, an Affiliate, or eBay PayPal may debit your Account to pay any amounts that are more than 180 Days past due.

4.3 Negative Balances and Multiple Currencies. If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, PayPal may set-off the negative balance by using funds you maintain in a different currency balance. If you open more than one Account, PayPal may set off the negative balance in one Account by using any balance that you maintain in your other Account(s). In the event that a negative balance is offset by PayPal pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

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5. Withdrawing Money.

5.1 How to Withdraw Money. You may withdraw funds from your Account by electronically transferring them to your U.S. bank account or to your Hong Kong SAR China bank account. The currencies in which you may withdraw your funds to your Hong Kong bank account may be

limited. Unless otherwise specified, when withdrawing your funds to your Hong Kong bank account, funds may only be withdrawn in Hong Kong Dollars. If you are holding a balance in U.S. Dollar, you may be able to withdraw the funds to your linked U.S. bank account. If you are holding a balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to (a) Hong Kong Dollars if you are withdrawing your funds to your Hong Kong bank account or (b) U.S. Dollar if you are withdrawing your funds to your linked U.S. bank account.

5.2 Withdrawal Limits. Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account. In addition, we may delay withdrawals of large sums of money while we perform a risk review. Please see terms and conditions of the PayPal Retiros service for information regarding the limits applicable to such service.

5.3 Withdrawal Fees. When withdrawing your balance, you will be charged the Withdrawing your Balance Fee as set out in Exhibit A (Fees) depending on the method of withdrawal. In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out in Exhibit A (Fees).

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6. Closing Your Account.

6.1 How to Close Your Account. You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your balance prior to closing your Account.

6.2 Limitations on Closing Your Account. You may not evade an investigation by closing your Account. If you close your Account while we are conducting an investigation, we may hold your funds to protect PayPal, Affiliates or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

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7. PayPal Buyer Protection.

7.1 Types of Problems Covered. PayPal Buyer Protection helps you if you encounter either of these problems:

- **"Item Not Received"** (INR): You did not receive the item you paid for with PayPal; or
- **"Significantly Not as Described"** (SNAD) You received an item you paid for with PayPal but it is Significantly Not as Described (SNAD).

If your problem is a transaction that you did not authorize, please see section 8 below.

An item is "Significantly Not as Described" (SNAD) if it is materially different from what the Seller described on its website or in the item listing. Here are some examples:

- You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. For example, the description when you bought the item said "new" and the item was used.
- The item was advertised as authentic but is not authentic.
- The item is missing major parts or features which were not disclosed in its description when you bought the item.
- You purchased three items from a Seller but only received two.
- The item was materially damaged during shipment.

An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the Seller's item listing description. Here are some examples:

- The defect in the item was correctly described by the Seller.
- 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 listed as used condition.
- The item was listed as used condition and you picked it up in person after examining the item.

7.2 Eligibility Requirements.

- a. To be eligible for PayPal Buyer Protection you must meet all of the following requirements:
- Your payment must be for an eligible item and made from your PayPal Account (see Section 7.3 for further details on item eligibility)
 - Open a Dispute within 180 Days of the date you sent the payment – then follow the online dispute resolution process described below under "Dispute Resolution"
 - You must respond to PayPal's request for documentation and other information in a timely manner
 - Have an Account in good standing
 - You have not received a recovery related to such purchase from another source

7.3 Ineligible Items. Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:

- Real estate
- Businesses (when you buy all or part of a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats
- Significantly Not As Described Claims for custom made items
- Payments on crowdfunding platforms
- Items that violate [PayPal's Acceptable Use Policy](#)
- For Item Not Received (INR) items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing
- Stored value items such as gift cards and pre-paid cards
- Gold bullion
- Gambling, gaming and other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency
- Personal Payments
- Mass Payment / Payouts
- Donations
- Financial products or investments

Even if your payment is not eligible for PayPal Buyer Protection, you can file a Dispute and resolve the issue directly with the Seller, however, PayPal will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for PayPal Buyer Protection.

7.4 Coverage Amount. If you are eligible for PayPal Buyer Protection and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described (SNAD) item to the Seller or other party specified by PayPal. 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 (INR) Claim even if you did not receive the goods.

7.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller, you can go to the [Resolution Center](#) and follow this process:

- **Open a Dispute.** Open a Dispute **within 180 Days** of the date you made the payment to negotiate with the Seller for resolution of the Dispute.
- **Escalate the Dispute to a Claim.** If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim **within 20 Days** after opening the Dispute.

You must wait at least 7 Days from the date of payment to escalate a Dispute for an Item Not Received (INR) Claim. If you do not escalate the Dispute to a Claim within 20 Days, PayPal will permanently close the Dispute.

- **Respond to PayPal's requests for information in a timely manner.** During the Claim process, PayPal may require you to provide documentation or other information. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.
- **Comply with PayPal's shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims, PayPal will generally require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than \$250 USD (or the equivalent in other currencies as listed below), proof of delivery is confirmation that can be viewed online and includes the delivery address showing at least city/state or postal code, delivery date, and the URL to the shipping company's website if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 USD or more (or the equivalent in other currencies as listed in the table below), you must also get a signature confirmation of the delivery.

\$250 USD signature confirmation requirement – other currencies equivalents:

Currency	Amount	Currency	Amount
Australian Dollar:	\$350 AUD	New Zealand Dollar:	\$380 NZD
Brazilian Real:	R\$500 BRL	Norwegian Krone:	1,600 NOK
Canadian Dollar:	\$325 CAD	Philippine Peso:	12,500 PHP
Czech Republic Koruna:	6,000 CZK	Polish New Zloty:	800 PLN
Danish Krone:	1,500 DKK	Russian Ruble:	8,500 RUB
Euro:	200 EUR	Singapore Dollar:	\$400 SGD
Hong Kong Dollar:	\$2,000 HKD	Swedish Krona:	2,000 SEK
Hungarian Forint:	55,000 HUF	Swiss Franc:	330 CHF
Israeli New Shekel:	1,000 ILS	Taiwan New Dollar:	8,250 TWD
Japanese Yen:	¥28,000 JPY	Thai Baht:	9,000 THB
Malaysian Ringgit:	1,000 MYR	U.K. Pound Sterling:	£150 GBP
Mexican Peso:	\$2,200 MX	U.S. Dollar:	\$250.00 USD

- **Claim Resolution Process.** Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal fees associated with the transaction. If you are a Seller and you lose a SNAD Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back.

7.6 Digital Goods Micropayment Disputes and Claims. If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Zloty:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of Digital Goods refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 7 to attempt to resolve the issue with the Seller directly.

7.7 Relationship between PayPal's protection programs and Chargebacks. Credit card Chargeback rights, if they apply, may be broader than PayPal's protection programs. Chargebacks may cover unsatisfactory items even if they do not qualify as SNAD. You may pursue a

Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal, and also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

Before contacting your card issuer or filing a Dispute with PayPal, you should contact the Seller to resolve your issue in accordance with the Seller's return policy as stated on their auction or website.

7.8 Claims filed with Seller or other third parties. You may not file a Dispute/Claim under PayPal Buyer Protection if you have already filed a claim with the Seller or another third party (other than eBay).

7.9 No Double Recovery. You may not receive a recovery for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from the Seller or another third party.

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8. Errors and Unauthorized Transactions.

8.1 Protection for Unauthorized Transactions and Errors. When an Unauthorized Transaction or an Error occurs in your Account, PayPal will cover you for the full amount of every eligible Unauthorized Transaction or Error so long as you follow the procedures discussed below.

An Unauthorized Transaction occurs when a payment is sent from your 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 Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.

8.2 Notification Requirements.

a. You should immediately notify PayPal if you believe:

- there has been an Unauthorized Transaction or unauthorized access to your Account;
- there is an Error in your Account history statement (you can access your Account history statement by logging into your Account and clicking on a link to "View all of my transactions") or in your transaction confirmation sent to you by email;
- your password or PayPal Mobile PIN has been compromised;
- your PayPal Mobile-activated phone has been lost, stolen or deactivated; or
- you need more information about a transaction listed on the statement or transaction confirmation.

b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good and demonstrable reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transaction or Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Errors in your Account, notify us as follows:

- [Use this form](#) to file a report in the PayPal Resolution Center; or
- Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950; or
- Call PayPal Customer Service at (852) 35508574 (in Hong Kong) or (402) 935-7733 (in the U.S.).

When you notify us, provide us with all of the following information:

- Your name and email address registered to your Account;
- A description of any suspected Unauthorized Transaction or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The amount of any suspected Unauthorized Transaction or Error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

8.3 PayPal Actions after Receipt of Your Notification. Once you notify us of any suspected Unauthorized Transaction or Error, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection.
- We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 60 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).
- If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.

If we determine that there was an Unauthorized Transaction or Error, we will promptly credit the full amount into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an Unauthorized Transaction or Error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

8.4 PayPal Errors. We will rectify any Error that we discover. If the Error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account.

8.5 Your Errors. If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal will not reimburse you or reverse a payment that you have made in error.

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9. PayPal Seller Protection.

9.1 PayPal Seller Protection.

PayPal Seller Protection is protection we provide to Sellers from Claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transactions (except for any unauthorized transactions initiated in an environment not hosted by PayPal); or
- Item Not Received.

PayPal Seller Protection is available for eligible payments from PayPal Account holding buyers in any country. If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available [here](#)) as these policies will apply to you as a Payment Recipient or Seller.

9.2 Scope of Protection. PayPal will pay you the full amount of the eligible payment and waive the Chargeback Fee, if applicable.

9.3 Eligibility Requirements. To be eligible for PayPal Seller Protection, you must meet all of these requirements:

- a. The item purchased must be a physical, tangible good (except for motor vehicles) or an eligible type of intangible, virtual good or service;
- b. If you are a Seller of digital goods (i) PayPal has communicated to you that your digital goods are eligible for PayPal Seller Protection and (ii) you have complied with all integration requirements that was specifically notified to you by PayPal;
- c. You receive payment via PayPal from a buyer's PayPal Account;
- d. You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded);
- e. You post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or picked up in person or if you post the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift address"), then you will not be eligible for PayPal Seller Protection;

f. Follow the postage requirements described below:

- The transaction must be marked by PayPal as eligible or partially eligible for PayPal Seller Protection on your Account “Transaction Details” page. If it is marked eligible, protection for both Unauthorized Transaction and Item Not Received will apply. If it is marked partially eligible, protection for only Item Not Received will apply;

g. You must respond to PayPal's requests for documentation or other information that is reasonably required by PayPal to investigate in a timely manner;

h. Your eligibility is not otherwise suspended.

9.4 Postage requirements for Sellers in Hong Kong SAR China

	Postage requirement
Protection for Item Not Received	For items less than \$750 USD (or equivalent as set out below)*, Proof of Shipment or Proof of Delivery (for intangible or virtual items or services) For items of \$750 USD or more (or equivalent as set out below)*, Proof of Delivery (for tangible items) or Proof of Delivery (for intangible or virtual items or services)
Protection for Unauthorized Transaction	Proof of Shipment

Currency*	Amount	Currency*	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	R\$1,750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble	27,000 RUB
Euro	550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB
Malaysian Ringgit	2,500 MYR	U.K. Pound Sterling	£450 GBP
Mexican Peso	\$10,000 MXN	U.S. Dollar	\$750 USD

“Proof of Shipment” means online or physical documentation from a shipping company that includes all of the following:

- Status of “shipped” (or equivalent) and the date of postage;
- The recipient’s name and address must match those shown on the “Transaction Details” page;
- The sender’s name and address must match the Seller’s name and address;
- Online tracking information showing status of shipment.

“Proof of Delivery (for tangible items)” means online or physical documentation from a shipping company that includes (or where the shipping company warrants that they have obtained) all of the following:

- A status of “delivered” (or equivalent) and the date of delivery;
- The recipient’s name and address must match those shown on the “Transaction Details” page;
- Online documentation that can be viewed at the shipping company’s website and indicates that the item was signed for on delivery.

“Proof of Delivery (for intangible or virtual items or services)” means any compelling evidence to show the purchase order was fulfilled that includes all of the following:

- The date the item or service was provided;
- The recipient’s address (email/IP, etc) where applicable.

9.5 PayPal Seller Protection Process

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback or Reversal. We will ask you to provide Proof of Shipment or Proof of Delivery (for tangible items) or Proof of Delivery (for intangible or virtual items or services) and any other information we need to determine whether the transaction meets the eligibility requirements for PayPal Seller Protection.

We will use our reasonable discretion to determine whether a transaction meets the PayPal Seller Protection eligibility requirements. If it does, we will lift the temporary hold and restore the funds to your Account.

If the payment is not covered by PayPal Seller Protection, PayPal will remove the funds from your Account and return the payment to the buyer. In addition, you will be responsible for PayPal's Chargeback Fee, if applicable.

9.6 Suspension of Eligibility for PayPal Seller Protection

We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your Account. In assessing a risk, we will consider the:

- Total monetary amount and / or number of Claims, Chargebacks or Reversals issued against your PayPal Account;
- Reasonable risk of your Account to the integrity of PayPal and our system; and
- Potential losses occurring to us or our users.

We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another Account which has been suspended.

We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your Account.

If we reasonably believe a risk still exists, we may in our sole discretion, require you to take certain action in order to lift the suspension of your eligibility for PayPal Seller Protection. You must follow our directions as reasonably required by PayPal within the timeframe specified.

We will notify you by email if we suspend or lift the suspension of your eligibility for PayPal Seller Protection.

9.7 Examples of Items/Transactions not Eligible for PayPal Seller Protection.

The following are examples of items/transactions not eligible for PayPal Seller Protection:

- Vehicles, including motorcycles, caravans, aircrafts and boats
- Claims or Chargebacks for Significantly Not as Described
- Items that you deliver in person, including at a point of sale
- Items equivalent to cash (including, without limitation, gift cards or vouchers)
- Gold bullion
- Counterfeit goods
- PayPal Direct Payments (including Virtual Terminal Payments and Website Payments Pro/Plus payments), PayPal Here payments and carrier billing products
- Mass Payment / Payouts
- Items that are sent after PayPal has advised the Seller not to release the item
- Items that are not shipped to the recipient address as stated in the "Transaction Details" page. If you originally ship the item to the recipient address 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 Proof of Delivery (for tangible items)
- Donations
- Financial products and investments

9.8 Exclusions from PayPal Seller Protection

If we reasonably determine, having considered all relevant circumstances, that you have abused the PayPal Seller Protection Policy, we may at our sole discretion, exclude you from the PayPal Seller Protection Policy or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

If you receive payment under PayPal Seller Protection which you are not entitled or eligible to receive, the payments are repayable immediately by you and may be recovered as a debt due and payable to PayPal.

10. Restricted Activities.

10.1 Restricted Activities. In connection with your use of our website, your Account, the PayPal Services, or in the course of your interactions with PayPal, other Users, or third parties, you will not:

- a. Breach this Agreement, the [Commercial Entity Agreement](#), the [Acceptable Use Policy](#) or any other Policy that you have agreed to with PayPal;
- b. Violate any applicable law, statute, ordinance, or regulation;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
- f. Provide false, inaccurate or misleading Information;
- g. Engage in potentially fraudulent or suspicious activity and/or transactions;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or card issuer for the same transaction during the course of a Dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your 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;
- n. Allow your Account to have a negative balance;
- o. Use a credit card with your Account to provide yourself a cash advance (or help others to do so);
- p. Access the PayPal Services from a country that is not listed on PayPal's [Worldwide page](#).
- q. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
- r. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- t. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- u. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services;
- w. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers; or
- x. Abuse (as either a buyer or seller) our online Dispute Resolution process and/or PayPal Buyer Protection.

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11. Your Liability – Actions We May Take.

11.1 Your Liability.

a. **General.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.

b. **Liability for Claims under PayPal Buyer Protection.** If you are a Seller and you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the Buyer Protection policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection policies available [here](#)). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions – see Section 9 (PayPal Seller Protection) above.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal Seller Protection will not cover your liability for SNAD Claims.

c. **Liability for claims filed under eBay's Money Back Guarantee program.** If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay.

d. **Liability for instructions given by you on your Account.** Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by PayPal. PayPal will not be liable for any loss or damage you or anyone else suffers where PayPal acts on those instructions in good faith, unless it was proved that PayPal was negligent.

11.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately Add Money to your PayPal balance or reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

11.3 Actions by PayPal – Restricted Activities. If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, Affiliates other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the PayPal Services;
- b. We may suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection;
- c. We may refuse to provide the PayPal Services to you now and in the future; and
- d. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to PayPal or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.
- f. We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Hong Kong SAR China or elsewhere and directed to PayPal or its Affiliates.

11.4 Actions by PayPal – Holds.

a. **Risk-Based Holds.** PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear as pending balance or withheld and the payment status will indicate the hold. If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.

b. **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for

PayPal Seller Protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.

11.5 Actions by PayPal – Reserves.

PayPal, in its sole discretion, may place a Reserve on funds held in your Business Account when PayPal believes there may be a high level of risk associated with your Account or your use of any of the products and/or services offered by PayPal and/or its Affiliates. If PayPal places a Reserve in your Account, transactions will be shown as "pending" in your PayPal balance, and you will not have access to funds in a "pending" status until they are cleared. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in Reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

11.6 Actions by PayPal – Account Closure, Termination of Service, Limited Account Access; Confidential Criteria. PayPal, in its sole discretion, reserves the right to terminate this Agreement and/or access to the PayPal Services for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

11.7 Acceptable Use Policy Violations. If you violate the [Acceptable Use Policy](#) then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages for each violation of the Acceptable Use Policy. You agree that \$2,500.00 USD (or equivalent) per transaction in 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 the offending Account, or any other Account you control.

11.8 Compliance with Data Protection Laws. With regard to any personal data processed by either Party in connection with this Agreement, the Parties will respectively each be a controller in respect of such processing. Each Party agrees to comply with the requirements of the Data Protection Laws applicable to controllers in respect of the provision of the Company Services and otherwise in connection with this Agreement. For the avoidance of doubt, PayPal and the Merchant each have their own, independently determined privacy policies, notices and procedures for the personal data they hold and are each a data controller (and not joint data controllers).

11.9 In complying with the Data Protection Laws, each Party shall, without limitation:

- a. implement and maintain at all times all appropriate security measures in relation to the processing of personal data;
- b. maintain a record of all processing activities carried out under this Agreement; and
- c. not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws.

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12. Disputes with PayPal.

12.1 Contact PayPal First. If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, 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 (852) 35508574 in Hong Kong SAR China or (402) 935-2050 (in the U.S.) from 6 AM to midnight, U.S. Central Time.

12.2 Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD (or other currencies equivalents), the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through the Hong Kong International Arbitration Centre or any other established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

12.3 Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in Section 12.2 above, you agree that any claim or dispute you may have against PayPal must be resolved by a court of competent jurisdiction located in Hong Kong SAR China or where the

defendant is located. You agree to submit to the exclusive jurisdiction of Hong Kong courts for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of Hong Kong SAR China.

12.4 Improperly Filed Litigation. All claims you bring against PayPal must be resolved in accordance with Section 12 of this Agreement. All claims filed or brought contrary to Section 12 shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to Section 12, PayPal may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that PayPal has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

12.5 Notices to You. You agree that PayPal may provide you Communications about your Account, the PayPal Services and this Agreement electronically. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

12.6 Notices to PayPal. Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to PayPal must be sent by postal mail to: PayPal Hong Kong Limited, Attention: Legal Department, Rooms 1506-07, 15/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong SAR China.

12.7 Insolvency Proceedings. If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

12.8 Release of PayPal. If you have a dispute with one or more Users, you release PayPal and Affiliates (and their officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

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13. General Terms.

13.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF DATA OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

13.2 Services Limitation. PayPal is not an authorised institution (licensed bank, restricted licence bank, or deposit-taking company) for the purpose of Banking Ordinance (Cap. 155) and the PayPal Services are stored value facility and payment processing services rather than banking services. PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

13.3 No Warranty. SUBJECT TO APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED CONDITIONS OR WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the PayPal Services 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 site may be temporarily suspended for maintenance or upgrade or 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, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country to country.

13.4 Indemnification. You agree to defend, indemnify and hold PayPal, Affiliates, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of the PayPal Services.

13.5 PayPal License Grant to You. If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the respective documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered

by you, PayPal and third parties. PayPal may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

13.6 License Grant from You to PayPal; IP Warranties. Subject to section 13.7, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection with the PayPal Services.

13.7 License Grant from Merchants to PayPal. Section 13.6 notwithstanding, if you are a Merchant using PayPal Services, you grant PayPal the worldwide right to use and depict your business name, trademarks, and logos on our website and in PayPal's mobile and web-based application for the purpose of identifying and referring to your business and your products and services and facilitating consumer transactions with you.

13.8 Intellectual Property. "PayPal.com," "PayPal", "PayPal.com.cn", "PayPal.com.c2", "PayPal.com.hk", "PayPal.co.il", "PayPal.co.jp", "PayPal.com.tr", "PayPal.com.sg" and all other URLs, logos and trademarks related to the PayPal Services are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate 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, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent 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 is disparaging to 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 website, 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.

13.9 Calls to You; Mobile Telephone Numbers. By providing PayPal a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from PayPal at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of the PayPal Services at that number.

13.10 Marketing. If you receive Information about another User through the PayPal Services, you must keep the Information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.

13.11 Password Security. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the PayPal Services.

13.12 Taxes. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.

13.13 Complete Agreement and Survival. This Agreement, along with any applicable Policies on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 6 (Closing Your Account), 11 (Your Liability – Actions We May Take), 12 (Disputes with PayPal), 13 (General Terms), 14 (Definitions), and Exhibit A (Fees) as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

13.14 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

13.15 Translated Agreement. Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

13.16 No Waiver. Our failure or delay to act with respect to a breach by you or others does not waive our right to act with respect to such breach or any subsequent or similar breaches.

13.17 Assumption of Rights. If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, 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.

13.18 Third Party Rights. A person who is not a party to this Agreement has no right to enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

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14. Definitions.

- **"Account Profile"** means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.
- **"Account" or "PayPal Account"** means a Personal or Business PayPal Account.
- **"Add Money" or "Top Up"** means your ability to transfer money from your bank account to your PayPal Account.
- **"Affiliate"** means PayPal Holdings Inc. or a company that is a direct or indirect subsidiary of PayPal Holdings Inc., or otherwise related to PayPal through common ownership or control.
- **"Authorize" or "Authorization"** means a buyer's express authorization to a Merchant to collect a payment from the buyer's PayPal Account.
- **"Automatic Transfer Countries"** means Albania, Algeria, Antigua and Barbuda, Barbados, Belize, Bosnia and Herzegovina, Dominica, Egypt, Fiji, French Polynesia, Grenada, Malawi, New Caledonia, Palau, Saint Kitts and Nevis, Saint Lucia, Seychelles, Trinidad and Tobago, Turks and Caicos.
- **"Automatic Transfer"** means a withdrawal of your Account balance that is initiated by PayPal. If your Account is registered in one of the Automatic Transfer Countries, then your balance will be regularly withdrawn to your linked financial instrument pursuant to these [terms and conditions](#). Hong Kong SAR China is not an Automatic Transfer Country. Accordingly, your Account shall not be subject to the terms and conditions herein for Automatic Transfer.
- **"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.
- **"Business Days"** means Monday through Friday, excluding the general holidays gazetted for public information in Hong Kong SAR China.
- **"Chargeback"** means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.
- **"Claim"** means a challenge to a payment that a User files directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.
- **"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).
- **"Commercial Payment"** means as defined in Exhibit A (Fees) below.
- **"Communications"** means any Account or transaction information that PayPal provides to you, including: any Policies you agree to, including updates to these Policies; annual disclosure; transaction receipts or confirmations; Account history statements; and tax statements we are required to make available to you.
- **"Customer Service"** is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time, or by calling (852) 35508574 (in Hong Kong SAR China) (402) 935-2050 (in the U.S.) from 6 AM to midnight U.S. Central Time.
- **"Days"** means calendar days.
- **"data controller"** (or simply "controller") and "data processor" (or simply "processor") and "data subject" have the meanings given to those terms under the Data Protection Laws.
- **"Data Protection Laws"** means EU Directive 95/46/EC or Regulation (EU) 2016/679 (GDPR) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the Company Services.
- **"Default Payment Methods"** means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.

- **"Digital Goods"** means goods that are delivered and used in an electronic format.
- **"Dispute"** means a dispute filed by a User directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.
- **"eBay"** means eBay Inc.
- **"eCheck"** means a payment funded using a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3–4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the U.S.
- **"Error"** means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.
- **"Fees"** means those amounts stated in Exhibit A (Fees) of this Agreement.
- **"Information"** means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.
- **"Instant Transfer"** means a payment funded using the sender's bank account in which PayPal credits the recipient instantly.
- **"Item Not Received"** means a challenge to a payment from a User claiming that the item purchased was not received.
- **"Merchant"** and **"Seller"** are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payments.
- **"Micropayments for Digital Goods"** means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools.
- **"No Log-In Payment"** means a PayPal payment that is made without the sender having to log into his/her Account.
- **"Payment Method"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction (subject to availability): balance, Instant Transfer, eCheck, credit card, debit card, and Redemption Codes.
- **"PayPal Direct Payment"** means a payment that is made directly through the buyer's credit or debit card and not through a PayPal Account, such as payments made through Website Payments Pro.
- **"PayPal Mobile"** means a PayPal Service that allows you to send and receive payments through your mobile phone.
- **"PayPal Seller Protection"** means the protection program PayPal offers Sellers as described in Section 9.
- **"PayPal Services"** means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.
- **"PayPal," "we," "us" or "our"** means PayPal Hong Kong Limited.
- **"personal data"** has the meaning given to it under the Data Protection Laws.
- **"Personal Payment"** means a payment to a friend or a family member such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts. Personal Payments are not available in most countries.
- **"Policy" or "Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the PayPal Services.
- **"Preapproved Payment"** means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."
- **"Preferred Payment Method"** means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.
- **"Redemption Code"** means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.
- **"Reserve"** means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the PayPal Services.
- **"Restricted Activities"** means those activities described in Section 10 of this Agreement.
- **"Reversal"** means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal, Affiliates, or any direct or indirect PayPal subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other Policy, or (e) PayPal decided a Claim against you.
- **"Seller"** – see "Merchant" definition.
- **"Significantly Not as Described"** has the definition provided in Section 7.1 of this Agreement.

- **"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- **"Top Up"** – see "Add Money" definition.
- **"Transaction Details Page"** means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the individual transaction in your Account on the PayPal website.
- **"Unauthorized Transaction"** means as defined in Section 8.1 of this Agreement.
- **"User"** means any person or entity using the PayPal Services including you.
- **"Verified Account"** means an Account status that reflects that PayPal has verified that an Account holder has legal control of one or more of his or her Payment Methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.
- **"Virtual Terminal Payment"** means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a credit or debit card and not through an Account.

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Exhibit A – Fees.

PayPal charges the following Fees:

1. Overview.

a. Commercial Payments Fee.

b. Additional Fees:

- Currency Conversion Processing Fee;
- Withdrawing your Balance Fee;
- eCheck Fee;
- Chargeback Fee;
- Credit Card and Debit Card Confirmation Fee; and
- Records Request Fee.

c. Fees for other pricing categories:

- Micropayments Fee;
- Micropayment for Digital Goods Fee;
- Mass Payments / Payouts Fee;
- Personal Payments Fee; and

2. Commercial Payments Fee.

A Commercial Payment includes the following:

- A payment for the sale of goods or services;
- A payment received after the Seller has used the "Request Payment" tab on the PayPal website; or
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.

Activity	Commercial Payments Fee		
Receiving Commercial Payments	<u>Domestic payments:</u> (where applicable)	Standard Rate#:	3.9% + Fixed Fee
		Standard eBay Rate##:	3.4% + Fixed Fee
		Merchant Rate#*:	From 2.9% to 3.9% + Fixed Fee
		Merchant eBay Rate###*:	From 2.4% to 3.4% + Fixed Fee
	<u>International payments:</u>	Standard Rate#:	4.4% + Fixed Fee
		Standard eBay Rate##:	3.9% + Fixed Fee
		Merchant Rate#*:	From 3.4% to 4.4% + Fixed Fee

		Merchant eBay Rate###*:	From 2.9% to 3.9% + Fixed Fee

Fixed Fee	Hong Kong SAR China	Currency:	Fee:
		Australian Dollar:	\$0.30 AUD
		Brazilian Real:	R\$0.60 BRL
		Canadian Dollar:	\$0.30 CAD
		Czech Koruna:	10.00 CZK
		Danish Kroner:	2.60 DKK
		Euro:	€0.35 EUR
		Hong Kong Dollar:	\$2.35 HKD
		Hungarian Forint:	90.00 HUF
		Israeli New Shekel:	1.20 ILS
		Japanese Yen:	¥40.00 JPY
		Malaysian Ringgit:	2.00 MYR
		Mexican Peso:	4.00 MXN
		New Zealand Dollar:	\$0.45 NZD
		Norwegian Krone:	2.80 NOK
		Philippine Peso:	15.00 PHP
		Polish Zloty:	1.35 PLN
		Russian Ruble:	10 RUB
		Singapore Dollar:	\$0.50 SGD
		Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF		
New Taiwan Dollar:	\$10.00 TWD		
Thai Baht:	11.00 THB		
U.K. Pounds Sterling:	£0.20 GBP		
U.S. Dollar:			

\$0.30
USD

*To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria, click [here](#). To apply for Merchant Rate, click [here](#).

excludes transactions on eBay website, Website Payments Pro - Hosted Solution, Virtual Terminal, PayPal Here and carrier billing products.

for transactions on eBay website only.

3. Additional Fees.

Activity	Additional Fees																																																						
Currency Conversion	<p>The Currency Conversion Fee charged when receiving payments (including Mass Payments or Payouts), withdrawing funds to your local bank account (if your PayPal balance is held in a currency other than your local currency), adding funds from a bank account to your PayPal Account or when transferring funds between your PayPal balances held in different currencies (as applicable):</p> <p>2.5%</p> <p>Currency Conversion that occurs when sending a Personal or a Commercial Payment:</p> <p>The Fee depends on the currency into which the amount is converted, as listed in the table below:</p> <table border="1" data-bbox="252 1025 1150 2110"> <thead> <tr> <th data-bbox="252 1025 496 1064">Currency:</th> <th data-bbox="496 1025 1150 1064">Fee included in the Applicable Transaction Exchange Rate:</th> </tr> </thead> <tbody> <tr><td data-bbox="252 1064 496 1102"></td><td data-bbox="496 1064 1150 1102"></td></tr> <tr><td data-bbox="252 1102 496 1140">Australian Dollar:</td><td data-bbox="496 1102 1150 1140">4%</td></tr> <tr><td data-bbox="252 1140 496 1178">Brazilian Real:</td><td data-bbox="496 1140 1150 1178">4%</td></tr> <tr><td data-bbox="252 1178 496 1216">Canadian Dollar:</td><td data-bbox="496 1178 1150 1216">3.5%</td></tr> <tr><td data-bbox="252 1216 496 1254">Czech Koruna:</td><td data-bbox="496 1216 1150 1254">4%</td></tr> <tr><td data-bbox="252 1254 496 1292">Danish Kroner:</td><td data-bbox="496 1254 1150 1292">4%</td></tr> <tr><td data-bbox="252 1292 496 1330">Euro:</td><td data-bbox="496 1292 1150 1330">4%</td></tr> <tr><td data-bbox="252 1330 496 1368">Hong Kong Dollar:</td><td data-bbox="496 1330 1150 1368">4%</td></tr> <tr><td data-bbox="252 1368 496 1406">Hungarian Forint:</td><td data-bbox="496 1368 1150 1406">4%</td></tr> <tr><td data-bbox="252 1406 496 1444">Indian Rupee:</td><td data-bbox="496 1406 1150 1444">4%</td></tr> <tr><td data-bbox="252 1444 496 1482">Israeli New Shekel:</td><td data-bbox="496 1444 1150 1482">4%</td></tr> <tr><td data-bbox="252 1482 496 1520">Japanese Yen:</td><td data-bbox="496 1482 1150 1520">4%</td></tr> <tr><td data-bbox="252 1520 496 1559">Malaysian Ringgit</td><td data-bbox="496 1520 1150 1559">4%</td></tr> <tr><td data-bbox="252 1559 496 1597">Mexican Peso:</td><td data-bbox="496 1559 1150 1597">4%</td></tr> <tr><td data-bbox="252 1597 496 1635">New Zealand Dollar:</td><td data-bbox="496 1597 1150 1635">4%</td></tr> <tr><td data-bbox="252 1635 496 1673">Norwegian Krone:</td><td data-bbox="496 1635 1150 1673">4%</td></tr> <tr><td data-bbox="252 1673 496 1711">Philippine Peso:</td><td data-bbox="496 1673 1150 1711">4%</td></tr> <tr><td data-bbox="252 1711 496 1749">Polish Zloty:</td><td data-bbox="496 1711 1150 1749">4%</td></tr> <tr><td data-bbox="252 1749 496 1787">Russian Ruble:</td><td data-bbox="496 1749 1150 1787">4%</td></tr> <tr><td data-bbox="252 1787 496 1825">Singapore Dollar:</td><td data-bbox="496 1787 1150 1825">4%</td></tr> <tr><td data-bbox="252 1825 496 1863">Swedish Krona:</td><td data-bbox="496 1825 1150 1863">4%</td></tr> <tr><td data-bbox="252 1863 496 1901">Swiss Franc:</td><td data-bbox="496 1863 1150 1901">4%</td></tr> <tr><td data-bbox="252 1901 496 1939">New Taiwan Dollar:</td><td data-bbox="496 1901 1150 1939">4%</td></tr> <tr><td data-bbox="252 1939 496 1977">Thai Baht:</td><td data-bbox="496 1939 1150 1977">4%</td></tr> <tr><td data-bbox="252 1977 496 2016">U.K. Pounds Sterling:</td><td data-bbox="496 1977 1150 2016">4%</td></tr> <tr><td data-bbox="252 2016 496 2054">U.S. Dollar:</td><td data-bbox="496 2016 1150 2054">3.5%</td></tr> </tbody> </table>	Currency:	Fee included in the Applicable Transaction Exchange Rate:			Australian Dollar:	4%	Brazilian Real:	4%	Canadian Dollar:	3.5%	Czech Koruna:	4%	Danish Kroner:	4%	Euro:	4%	Hong Kong Dollar:	4%	Hungarian Forint:	4%	Indian Rupee:	4%	Israeli New Shekel:	4%	Japanese Yen:	4%	Malaysian Ringgit	4%	Mexican Peso:	4%	New Zealand Dollar:	4%	Norwegian Krone:	4%	Philippine Peso:	4%	Polish Zloty:	4%	Russian Ruble:	4%	Singapore Dollar:	4%	Swedish Krona:	4%	Swiss Franc:	4%	New Taiwan Dollar:	4%	Thai Baht:	4%	U.K. Pounds Sterling:	4%	U.S. Dollar:	3.5%
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Where a currency conversion is required, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a Currency Conversion Fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is

based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s). The transaction exchange rate applicable to your conversion may be applied immediately and without notice to you. You may have the option (depending on the country you are residing in and the type of funding source) to Opt Out of currency conversion before you complete the transaction by selecting Other Conversion options on the Review Your Information page during checkout.

Where a currency conversion is offered by PayPal at the point of sale, you will be shown the exchange rate that will be applied to the transaction before you proceed with authorizing the payment transaction. By proceeding with your authorization of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate. Where a currency conversion is offered at the point of sale by the Merchant, not by PayPal, and you choose to authorize the payment transaction on the basis of the Merchant's exchange rate and charges, PayPal has no liability to you for that currency conversion.

Where your payment is funded by a Debit or Credit Card and involves a currency conversion by PayPal, you consent to and authorize PayPal to convert the currency in place of your Credit or Debit card issuer.

Withdrawing your Balance	Withdrawal Method:	Fee:
	Withdrawals you make to your U.S. bank account.	2.50%
	Withdrawals you make to your local bank account equal to or greater than \$1,000 HKD.	Free
	Withdrawals you make to your local bank account less than \$1,000 HKD.	\$3.50 HKD per withdrawal.
	Return Fee if the withdrawal information you provided is incorrect or incomplete.	\$20.00 HKD per return.
	Currency conversion fees associated with withdrawals	If you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will additionally be charged Currency Conversion Fees as set out above.

Receiving eChecks There is a maximum fee per payment for receiving eCheck-funded payments as follows. The cap depends on the currency of the payment:

Currency:	Fee:
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00 CZK
Danish Krone:	250.00 DKK
Euro:	35.00 EUR
Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9,250 HUF
Israeli New Shekel:	160.00 ILS
Japanese Yen:	4,000 JPY
Malaysian Ringgit:	150.00 MYR

Mexican Peso:	540.00 MXN
New Zealand Dollar:	60.00 NZD
Norwegian Krone:	270.00 NOK
Philippine Peso:	1,900.00 PHP
Polish Zloty:	140.00 PLN
Russian Ruble:	1,400.00 RUB
Singapore Dollar:	60.00 SGD
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1,350.00 TWD
Thai Baht:	1,400.00 THB
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

Chargebacks

Currency:	Fee:
Australian Dollar:	\$15.00 AUD
Brazilian Real:	R\$20.00 BRL
Canadian Dollar:	\$15.00 CAD
Czech Koruna:	250.00 CZK
Danish Kroner:	60.00 DKK
Euro:	11.25 EUR
Hong Kong Dollar:	\$75.00 HKD
Hungarian Forint:	2,000.00 HUF
Israeli New Shekel:	40.00 ILS
Japanese Yen:	¥1,300.00 JPY
Malaysian Ringgit:	40.00 MYR
Mexican Peso:	110.00 MXN
Norwegian Krone	65.00 NOK
New Zealand Dollar:	\$15.00 NZD
Philippine Peso:	500.00 PHP
Polish Zloty:	30.00 PLN
Russian Ruble:	320.00 RUB
Singapore Dollar:	\$15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
New Taiwan Dollar:	\$330.00 TWD
Thai Baht:	360.00 THB
U.K. Pounds Sterling:	£7.00 GBP

U.S. Dollar:	\$10.00 USD
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The Chargeback Fee is charged at the time a Chargeback is applied to your Account for a payment you receive. If you are eligible for PayPal Seller Protection for that payment, the Fee is waived. The Fee is based on the currency received.

Credit Card and Debit Card Confirmation

Currency:	Fee:
Australian Dollar:	\$2.00 AUD
Brazilian Real:	R\$4.00 BRL
Canadian Dollar:	\$2.45 CAD
Czech Koruna:	50.00 CZK
Danish Kroner:	12.50 DKK
Euro:	1.50 EUR
Hong Kong Dollar:	\$15.00 HKD
Hungarian Forint:	400.00 HUF
Israeli New Shekel:	8.00 ILS
Japanese Yen:	¥200.00 JPY
Malaysian Ringgit:	10.00 MYR
Mexican Peso:	20.00 MXN
New Zealand Dollar:	\$3.00 NZD
Norwegian Krone:	15.00 NOK
Philippine Peso:	100.00 PHP
Polish Zloty:	6.50 PLN
Russian Ruble:	60 RUB
Singapore Dollar:	\$3.00 SGD
Swedish Krona:	15.00 SEK
Swiss Franc:	3.00 CHF
New Taiwan Dollar:	\$70.00 TWD
Thai Baht:	70.00 THB
Turkish Lira:	3.00 TRY
U.K. Pounds Sterling:	£1.00 GBP
U.S. Dollar:	\$1.95 USD

In some instances, PayPal may require you to verify control of your credit card or debit card. In order to do so, PayPal makes a charge to your credit card or debit card and then requires you to verify the code associated with the charge. This amount will be refunded when you successfully complete the credit card or debit card verification process.

Records	Up to \$60.00 HKD (per item), or other currency equivalent.
Requests Fee	We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.

4. Fees for Other Pricing Categories

Micropayments Pricing. PayPal offers two micropayments pricing programs: (i) Micropayments Fees; and (ii) Micropayments for Digital Goods Fees. **(i) Micropayments Fees.** If you have signed up for Micropayments Fees, then the following Fees apply to all the Commercial Payments you receive. If you have both a Micropayments Fees enabled Account and a standard pricing Account, it is your responsibility to correctly route your payments to the appropriate Account, and once a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account.

Activity	Country	Micropayments Fee
Receiving Commercial Payments	All countries (where Micropayments Fees are available)	Domestic payments: 5% + Micropayments Fixed Fee

		International payments: 6%+ Micropayments Fixed Fee																																																		
Micropayments Fixed Fee	All countries where available	<table border="1"> <thead> <tr> <th>Currency:</th> <th>Fee:</th> </tr> </thead> <tbody> <tr><td>Australian Dollar:</td><td>\$0.05 AUD</td></tr> <tr><td>Brazilian Real:</td><td>R\$0.10 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>\$0.05 CAD</td></tr> <tr><td>Czech Koruna:</td><td>1.67 CZK</td></tr> <tr><td>Danish Kroner:</td><td>0.43 DKK</td></tr> <tr><td>Euro:</td><td>0.05 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>\$0.39 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>15.00 HUF</td></tr> <tr><td>Israeli New Shekel:</td><td>0.20 ILS</td></tr> <tr><td>Japanese Yen:</td><td>¥7.00 JPY</td></tr> <tr><td>Malaysian Ringgit:</td><td>0.20 MYR</td></tr> <tr><td>Mexican Peso:</td><td>\$0.55 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>\$0.08 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>0.47 NOK</td></tr> <tr><td>Philippine Peso:</td><td>2.50 PHP</td></tr> <tr><td>Polish Zloty:</td><td>0.23 PLN</td></tr> <tr><td>Russian Ruble:</td><td>2.00 RUB</td></tr> <tr><td>Singapore Dollar:</td><td>\$0.08 SGD</td></tr> <tr><td>Swedish Krona:</td><td>0.54 SEK</td></tr> <tr><td>Swiss Franc:</td><td>0.09 CHF</td></tr> <tr><td>New Taiwan Dollar:</td><td>2.00 TWD</td></tr> <tr><td>Thai Baht:</td><td>1.80 THB</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>£0.05 GBP</td></tr> <tr><td>U.S. Dollar:</td><td>\$0.05 USD</td></tr> </tbody> </table>	Currency:	Fee:	Australian Dollar:	\$0.05 AUD	Brazilian Real:	R\$0.10 BRL	Canadian Dollar:	\$0.05 CAD	Czech Koruna:	1.67 CZK	Danish Kroner:	0.43 DKK	Euro:	0.05 EUR	Hong Kong Dollar:	\$0.39 HKD	Hungarian Forint:	15.00 HUF	Israeli New Shekel:	0.20 ILS	Japanese Yen:	¥7.00 JPY	Malaysian Ringgit:	0.20 MYR	Mexican Peso:	\$0.55 MXN	New Zealand Dollar:	\$0.08 NZD	Norwegian Krone:	0.47 NOK	Philippine Peso:	2.50 PHP	Polish Zloty:	0.23 PLN	Russian Ruble:	2.00 RUB	Singapore Dollar:	\$0.08 SGD	Swedish Krona:	0.54 SEK	Swiss Franc:	0.09 CHF	New Taiwan Dollar:	2.00 TWD	Thai Baht:	1.80 THB	U.K. Pounds Sterling:	£0.05 GBP	U.S. Dollar:	\$0.05 USD
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(ii) Micropayments for Digital Goods Fees. If you apply and qualify for Micropayments for Digital Goods, then for each transaction involving only Digital Goods, you agree to pay either (i) the Commercial Payment Fees described in Section 2 above or (ii) the Micropayments for Digital Goods Fees, whichever rate results in a lower amount being charged to you for the transaction.

Activity	Micropayments for Digital Goods Fee																																
Receiving Micropayments for Digital Goods	<table border="1"> <tr> <td>Domestic payments: 5.5% + Micropayments Fixed Fee</td> </tr> <tr> <td>International payments: 6.0% + Micropayments Fixed Fee</td> </tr> </table>	Domestic payments: 5.5% + Micropayments Fixed Fee	International payments: 6.0% + Micropayments Fixed Fee																														
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^ **Merchant Rate:** To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria, click [here](#). To apply for Merchant Rate, click [here](#).

^^ Buyers in these countries cannot open a PayPal Account but can make purchases using their credit cards on certain merchants' websites.

#excludes transactions on eBay website.

##for transactions on eBay website only.

Note: Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or European Economic Area or Monaco will be treated as Domestic Personal Payments for the purpose of applying Fees.

Mass Payments / Payouts Fee.

Activity	Mass Payments / Payouts Fee	
Sending Mass Payments or Payouts	Domestic payments (if available):	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below.
	International payments:	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below****.
*Maximum Mass Payments / Payouts Fee	Currency:	Maximum Fee per recipient:
	Australian Dollar:	\$1.25 AUD
	Brazilian Real:	R\$2.00 BRL
	Canadian Dollar:	\$1.25 CAD
	Czech Koruna:	24.00 CZK
	Danish Kroner:	6.00 DKK
	Euro:	0.85 EUR
	Hong Kong Dollar:	\$7.00 HKD
	Hungarian Forint:	210.00 HUF
	Israeli New Shekel:	4.00 ILS
	Japanese Yen:	¥120.00 JPY
	Malaysian Ringgit:	4.00 MYR
	Mexican Peso:	11.00 MXN
	New Zealand Dollar:	\$1.50 NZD
	Norwegian Krone:	6.75 NOK
	Philippine Peso:	50.00 PHP
	Polish Zloty:	3.00 PLN
	Russian Ruble:	30 RUB
Singapore Dollar:	\$1.60 SGD	
Swedish Krona:	9.00 SEK	
Swiss Franc:	1.30 CHF	
New Taiwan Dollar:	33.00 TWD	
Thai Baht:	36.00 THB	
U.K. Pounds Sterling:	£0.65 GBP	
U.S. Dollar:	\$1.00 USD	
	Currency:	Maximum Fee Per Recipient:

******Maximum Mass Payments / Payouts Fee for international payments from Hong Kong SAR China**

Australian Dollar:	\$60 AUD
Brazilian Real:	R\$100 BRL
Canadian Dollar:	\$60 CAD
Czech Koruna:	1,000 CZK
Danish Kroner:	300 DKK
Euro:	40 EUR
Hong Kong Dollar:	\$400 HKD
Hungarian Forint:	15,000 HUF
Israeli Shekel:	200 ILS
Japanese Yen:	¥5,000 JPY
Malaysian Ringgit:	200 MYR
Mexican Peso:	750 MXN
New Zealand Dollar:	\$75 NZD
Norwegian Krone:	300 NOK
Philippine Peso:	2,500 PHP
Polish Zloty:	150 PLN
Russian Ruble:	1,500 RUB
Singapore Dollar:	\$80 SGD
Swedish Krona:	400 SEK
Swiss Franc:	50 CHF
New Taiwan Dollar:	\$2,000 TWD
Thai Baht:	2,000 THB
U.K. Pounds Sterling:	£35 GBP
U.S. Dollar:	\$50 USD

Personal Payments Fee.

- a. Personal Payments are payments to friends or family members such as your share of the rent or a dinner bill.
- b. Personal Payments are limited in availability and are not available in most countries.
- c. If you use your credit card as the Payment Method for a Personal Payment, you may be charged a cash-advance fee by your credit card company.
- d. The Fee shall be paid by the sender of the Personal Payment.
- e. A currency conversion may apply if sending a foreign currency.

Activity	Fee for the portion of a payment funded by existing PayPal balance or bank account	Fee for the portion of a payment funded by debit card or credit card
Sending Domestic Payments (Where available)	Free	3.4% + Fixed Fee
Sending International Payments (Where available)	38.99 HKD	38.99 HKD + 3.4% + Fixed Fee

Fixed Fee	Currency:	Fee:
	Australian Dollar:	\$0.30 AUD
Brazilian Real:	R\$0.60 BRL	
Canadian Dollar:	\$0.30 CAD	
Czech Koruna:	10.00 CZK	
Danish Kroner:	2.60 DKK	
Euro:	0.35 EUR	
Hong Kong Dollar:	\$2.35 HKD	
Hungarian Forint:	90.00 HUF	
Israeli New Shekel:	1.20 ILS	

Japanese Yen:	¥40.00 JPY
Malaysian Ringgit:	2.00 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zloty:	1.35 PLN
Russian Ruble:	10.00 RUB
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
New Taiwan Dollar:	\$10.00 TWD
Thai Baht:	11.00 THB
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

f. Refund Fee

Activity	Fee
Refunding a Commercial Payment	<p>If you issue a full refund of the Commercial Payment, we will retain the full Fixed Fee portion of the Commercial Payments Fee.</p> <p>If you issue a partial refund of the Commercial Payment, we will retain the pro-rata share of the Fixed Fee portion of the Commercial Payments Fee.</p> <p>The buyer's Account will be credited with the full Commercial Payment amount in the event of a full refund, or a portion of the Commercial Payment amount in the event of a partial refund.</p> <p>Your Account will be charged with the pro-rata share of the amount initially credited to your Account in connection with the Commercial Payment and the pro-rata share of the Fixed Fee portion of the Commercial Payments Fee</p>

g. Bank/Credit Card Fees. Your bank, credit or debit card company may charge you fees for sending or receiving funds through PayPal. For example, you may be charged currency conversion processing fees, international transactions fees, or other fees even when your transaction is domestic, and does not require a currency conversion. PayPal is not liable for any fees charged to you by your bank, credit or debit card company or other financial institution based on your usage of PayPal. If you are in Israel, your bank account may be charged immediately for a PayPal transaction that is funded with a credit card.

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