

Amendment to the PayPal User Agreement and Privacy Policy  
Effective Date: Jun 01, 2010

- **Please read this document.**

---

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Date. Should you decide you do not wish to accept them you can notify us before the Effective Date to [close your account](#) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

**It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

**It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

**It's easier**

PayPal is the preferred web payment method in the UK because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

**1. Fees**

Section 8 is being amended to clarify that you cannot send personal transaction payments to Indian registered Accounts.

The second paragraph of section 8 has been amended to now read as follows:

“Please also note that:

- a. you cannot send money for a PayPal personal transaction from some countries, including Germany or China; and
- b. you cannot send personal transaction payments to Indian registered Accounts.”

**2. Restricted Activities**

A new Section 9.1.ff is being added to make it a restricted activity to request or send personal transaction payments for commercial transactions. Section 9.1ff will read as follows (presented in context with its root clauses):

“9.1 Restricted Activities. In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

ff. Request or send a personal transaction payment for a commercial transaction.”

## PayPal Buyer Protection

Section 13 is being amended to reflect changes to the PayPal Buyer Protection programmes. The amendments:

- consolidate the PayPal protections for buyers into one PayPal Buyer Protection programme (covering buyer protection both ‘on’ and ‘off’ eBay);
- clarify the eligibility requirements for protection under the PayPal Buyer Protection programme; and
- enable UK registered users to also be eligible for reimbursement for Claims in respect of “Significantly Not As Described” items purchased with PayPal outside of eBay.

Please note that non-UK registered users are not eligible for reimbursement under the PayPal Buyer Protection programme for Claims in respect of “Significantly Not As Described” items purchased with PayPal outside of eBay.

Section 13 will read as follows:

### "13. PayPal Buyer Protection

*If you are not a registered UK Account holder, please see section 13.7 on how PayPal Buyer Protection applies to you.*

#### 13.1 What types of problems are covered?

- a. PayPal Buyer Protection helps you with either of these problems:
  - i. You did not receive the item you paid for with PayPal – “Item Not Received” (“INR”).
  - ii. You received an item you paid for with PayPal but it is “Significantly Not as Described” (“SNAD”). Further information on what we mean by “SNAD” is set out in section 13.9.
- b. If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at <https://www.paypal.co.uk/security>

#### 13.2 What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:

- a. Your payment must be for an eligible item and made from your PayPal Account (see Section 13.3 for further details on item eligibility);
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible;
- c. Send the payment to the seller through:
  - i. the eBay “Pay Now” button or the eBay invoice, or
  - ii. the “Send Money” button of your PayPal account by selecting “eBay Item” and entering your eBay User ID and the eBay item number; or
  - iii. for purchases made off eBay: the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller’s PayPal checkout flow; and
- d. **Open a Dispute within 45 days of the date you sent the payment** and follow the online dispute resolution process described below under “How do I resolve my problem?” in

section 13.5.

### **13.3 What type of payments are eligible for re-imbursement under PayPal Buyer Protection?**

- a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods that can be posted. Payments for the following are not eligible for re-imbursement under PayPal Buyer Protection:
  - intangible items
  - services
  - real estate (including, without limitation, residential property)
  - businesses
  - vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
  - custom made items
  - travel tickets (including, without limitation, airline flight tickets)
  - classified advertisements/eBay classified type listings (however, Marktplaats listings are eligible in accordance with their terms)
  - items prohibited by the PayPal Acceptable Use Policy
  - items that violate eBay's Prohibited or Restricted Items Policy
  - licences
  - access to digital content
  - office or factory equipment
  - items equivalent to cash (including, without limitation, gift cards)
  - Items purchased using Website Payments Pro or Virtual Terminal
  - Personal transaction payments
- b. Please note the following eligibility requirements applicable to eBay listings: Look for either a PayPal Buyer Protection message or an eBay Buyer Protection message in the eBay listing. If you see this message and you meet the other eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging into your eBay account, going to "my eBay," then "won", and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

### **13.4 How much coverage do I get with PayPal Buyer Protection?**

- a. If PayPal determines a Claim in your favour, PayPal will re-imburse you the full purchase price of the item and original postage costs only.
- b. PayPal will not reimburse you for the postage costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See section 13.11 for other protection you may be entitled to. You may wish to contact Consumer Direct ([www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)) for advice on your consumer rights.

### **13.5 How do I resolve my problem?**

If you are unable to resolve a problem directly with the seller, go to the Online Resolution Centre and follow this process:

a. **Open a Dispute**

Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute.

b. **Escalate the Dispute to a Claim**

If you and the seller are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** of opening the Dispute. **It is your responsibility to keep track of these deadlines.**

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for 2,500 USD or more (or currency equivalent). To find the currency equivalent in any other currency (for example, GBP or Euro) at the time of transaction please log into your Account and use the “Currency Converter” tool located in your Account Overview. If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection. You are permitted to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from “Item Not Received” to “Significantly Not as Described” (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.

c. **Respond to PayPal requests for information in a timely manner**

During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

d. **Comply with PayPal shipping requests in a timely manner**

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

For transactions that total less than 150 GBP (or the amount in the currencies set out below), proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL of the postal company’s website if you selected “Other” in the drop-down menu. For transactions that total 150 GBP (or the amount set out in the currencies set out below) or more, you must get signature or another acceptable confirmation from the addressee (usually the buyer) of delivery. The amounts in other currencies applicable to this requirement are: 325.00 CAD, 200.00 EUR, 250.00 USD, 28,000 JPY, 350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 DKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, 400.00 SGD, 2,000.00 HKD, 380.00 NZD, 2,750.00 MXN, 1,000.00 ILS, 8,250.00 TWD, 9,000.00 THB, 12,500.00 PHP, 500.00 BRL, 750.00 ARS.

### 13.6 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to

investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item back to the seller that the buyer claims is Significantly Not as Described (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original postage costs. If a seller refuses to accept the item, PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described 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 (it may be destroyed).

### 13.7 What if I am not a UK registered customer?

- a. Notwithstanding any other section of this Agreement, PayPal Buyer Protection will apply to you in the same way as it applies to UK registered customers (that is, sections 13.1 to 13.6 will apply to you) **with the exception that non-UK registered buyers will not be eligible for re-imbursement for a Claim that the item they purchased off eBay was SNAD.**
- b. As a seller you are liable to PayPal if you lose a Claim. This includes, without limitation, where you sell to a buyer with a UK PayPal Account and the buyer files a Significantly Not as Described Claim, in which case 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. If you lose a Significantly Not as Described 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 (it will be destroyed).

### 13.8 What if my purchase is not eligible for re-imbursement under PayPal Buyer Protection?

You may also look to resolve a problem directly with the seller by filing a dispute through the PayPal Online Resolution Centre. **To do so, you must file a Dispute in the PayPal Online Resolution Centre within 45 days of the date you sent the payment.** Once you have done so, you should attempt to resolve the Dispute directly with the seller. If your payment is not eligible under PayPal Buyer Protection (for example, if you are a non UK registered account holder and you file a dispute for SNAD), PayPal will not make a decision on the Claim.

### 13.9 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non-exhaustive examples:
  - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
  - The condition of the item was misrepresented. For instance, the listing 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 that were not disclosed in the listing.

- You purchased 3 items from a seller but received only 2.
  - The item was damaged during postage.
- b. An item is not Significantly Not as Described (SNAD) if it is not materially different from the seller's description. Here are some non exhaustive examples:
- The defect in the item was correctly described by the seller.
  - The item was correctly described but you didn't want it after you received it.
  - The item was correctly described but did not meet your expectations.
  - The item has minor scratches and was listed as used condition.

### **13.10 Assumption of rights**

If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment. This is known in legal terms for you to agree to "subrogate" or otherwise "assign" to PayPal your rights against the recipient and third parties related to the payment, and agree that we may pursue those rights, benefits and remedies directly or on your behalf, in PayPal's discretion.

### **13.11 Relationship between PayPal Buyer Protection and chargebacks**

Credit card chargeback rights, if they apply, may be broader than PayPal Buyer Protection. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 45 days after the payment, and may cover intangible items.

You may pursue a Claim or Dispute with PayPal, or you may contact your credit card company or credit card issuer and pursue your chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Claim or Dispute with PayPal and subsequently 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.

If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a chargeback or after your bank's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer (that is, the chargeback amount which is the amount paid through your credit card in the relevant transaction), we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller).

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 eBay listing or website.

### **13.12 No Double Recovery**

You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from eBay or the seller."

## 1. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

### Credit Reference and Fraud Agencies

RSA Security Inc. and RSA Security Ireland Limited	To verify identity	All account information
---	--------------------	-------------------------

### Marketing and public relations

Yesmail Inc. (USA) and Responsys (USA)	To fulfil e-mail marketing programs of PayPal services and promotions.	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used and relevant transaction and account information.
---	--	--

Carrenza Limited	To store user data for marketing campaigns.	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used and relevant transaction information.
------------------	--	---

### Operational services

Transcom Worldwide (UK) Limited (UK), Newman & Company Limited (UK),	To collect debt	Name, address, date of birth, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
---	-----------------	--