

Service Description

What is PayPal?

- PayPal enables individuals and businesses to send and receive electronic money online. It also provides other financial and non-financial services closely related to online payments. These services are collectively referred to hereafter as the “Service”
- PayPal does not provide credit, banking and/or escrow services

Who provides the Service?

- The Service is provided by PayPal (Europe) Ltd. to registered users in the European Union (each a “User”)

Opening a PayPal account

- The Service allows individuals and businesses to open an account maintained by PayPal (an “account”)
- To be eligible for an account, a User must:
 - o either be an individual (at least 18 years old) or a business that is able to form a legally binding contract; and
 - o have satisfactorily completed our sign-up process
- As part of our sign-up process, a User must:
 - o register an email address, which will also act as their ‘User ID’;
 - o submit details of the source(s) with which they wish to fund their PayPal account (e.g., details of the User’s bank account, debit card or credit card). This is the “funding source”; and
 - o agree to our privacy policy and the terms and conditions of our user agreement, including the policy documents incorporated within it (the “Agreement”)
- Each User must create a password, which together with their User ID (email address), allows a User to access their account and use the Service

Types of account

- The Service offers three types of account:
 - o Personal account
 - o Premier account, and
 - o Business account
- Each type of account has different features, including, without limitation, different sending and receiving limits. Also, depending on a payment’s funding source(s), an account may or may not be able to accept a certain type of payment
- In particular, only Premier and Business accounts are permitted to receive payments funded by debit or credit cards
- Personal accounts are primarily intended for Users who simply wish to send payments. The ability to receive funds is limited. There is typically no charge for this type of account function. Premier and Business accounts are intended for Users who wish to receive card payments and/or may also wish to send payments

Funding an account

- To fund an account, a User must either:
 - o purchase electronic money from us via their funding source(s). In practice, this means that each time a User requests PayPal to send money, PayPal

simultaneously debits the chosen amount from the User's default funding source (bank account, debit card or credit card). PayPal then sends this online payment to the intended recipient; or

o accept an online payment that has been issued by us and sent from another PayPal User

- A User's account balance represents the amount of electronic money issued by us (whether it is sent to the User by a third party or purchased directly from us)
- To hold a balance of more than £1,000.00 GBP (or currency equivalent) in a Personal or Premier account, the User must give us their consent
- We are prohibited by law from paying interest on the balance of an account

Sending payments

- To send a payment to a third party via the Service, a User must provide the email address of the intended recipient (the "recipient"). By doing so, the User sending the payment (the "sender") instructs us to transfer electronic money from their PayPal account to the account of the recipient. If the payment is accepted by the recipient, we complete the transfer
- Each new account is provided with an initial limit on the amount of funds a User is able to send (normally £1000.00 GBP or €500.00 EUR). To increase the "sending limit", a User must verify the information provided to us in connection with their account. Some accounts, at our discretion, may have a lower limit before verification is required. In addition, some transactions, at our discretion, may not apply for a revised increase in sending limit. The type of information required for this verification process varies depending on the jurisdiction in which the User resides and the type of account they hold
- A User is able to send a payment in a variety of currencies, including: Pounds Sterling, Euros, US Dollars, Canadian Dollars, Yen and Australian Dollars

Receiving payments

- A User is able to receive a payment via the Service by accepting a payment from another User
- The recipient is able to return payments or, in some cases, use the Service to refuse payments that have been sent by another User
- A Personal account is limited to receiving no more than £250.00 GBP (or currency equivalent) each month, based on the home currency of the User's account. This cap is based on the account sign-up date and is reset each month. Once a User has reached their monthly limit, the payment will display a pending status. To accept the payment, the User will need to upgrade to a Premier or Business account
- When an account receives a total cumulative amount of more than £5,000.00 GBP, the User must provide further authentication of their identity and/or business

Risk of chargeback or reversal of a payment

- If a sender does not comply with the Seller Protection Policy (see below), and a payment made by the sender is associated with a transaction which is subject to a chargeback or reversed for any reason, the recipient, and not us, will be liable for the amount of that payment received together with any fees imposed on us as a result of the chargeback or reversal

- We are not a party, nor do we control the outcome of a chargeback decision and the User must accept the decision of the issuing bank as final and legally binding in connection with a chargeback dispute.

Seller Protection Policy

- Under certain circumstances, we will not hold the seller of goods who receives a payment via the Service liable if the buyer of the goods (i.e. the person sending the payment) claims that their transaction was unauthorised
- This policy applies when the payment is listed as "Seller Protection Policy Eligible" on the User's Transaction Details page . In addition, there are other conditions relevant to whether this policy will comply, including:
 - o the type of goods purchased;
 - o the residence of the buyer and seller;
 - o the account type of the seller;
 - o the postal address to which the seller sends the goods;
 - o evidence of the postal method used;
 - o the time at which the goods were sent following receipt of payment;
 - o the number of accounts from which payment was made;
 - o the co-operation of the seller; and
 - o whether any surcharge was levied for accepting payment via the Service

No liability for unauthorised use of an account

- While we are not generally liable for a User's access to, and use of the Service, we will not hold our Users liable for any unauthorised use of their account by any third person, provided that we are satisfied that the User has not acted deliberately so as to enable any third person to gain access to their user ID and/or password

Withdrawing funds (redeeming electronic money)

- A User with an account that has a credit balance may instruct us at any time to withdraw funds from their account. By doing so, a User can redeem all or part of the electronic money represented by that balance to their registered bank account. If a User wishes to withdraw funds from their account in an amount less than a certain threshold limit, a fee will be charged to cover our costs in carrying out the withdrawal
- A newly opened account has an initial withdrawal limit of £500.00 GBP per month subject to a cumulative cap of £1,500.00 GBP. Once a User has reached this limit, they will be required to further verify their identity
- Under normal circumstances, we will complete the withdrawal from a User's account within 5 working days following the completion of any checks that are reasonably required by us to prevent money laundering, fraud or to confirm the identity of the User
- The balance held on an account remains valid regardless of how long it has been held in the account

Fees

- For buyers, there is no fee for sending money via the Service
- Fees are charged under certain circumstances to:
 - o cover our costs to carrying out the withdrawal of funds;

- o receive funds (e.g., depending on the type of account, the location of the sender);
- o convert currencies;
- o to use the “MassPay” feature;

- o receive a reversed transaction;
- o verify account information (although all fees charged in connection with verifying an account are refunded); and/or
- o opt in to a variety of other optional services offered

Closing or restricting use of an account

- Either we or a User may close an account at any time and as such, there is no period of time prescribed by us which permits a User to close their account
- We may also limit the User’s access to, or functions of, their account under certain circumstances

Prohibiting or restricting activities

- We do not allow the Service to be used for the processing of payments associated with illegal activities or other types of activities which may be prohibited in accordance with our Acceptable Use Policy

PayPal Buyer Protection Policy and Buyer Complaint Policy

- Our Buyer Protection Policy assists buyers of goods who send payments via the Service to recover a certain amount of funds from sellers who list on eBay and who are registered PayPal users in Austria, Australia, Belgium, Canada, France, Germany, Hong Kong, India, Ireland, Italy, Japan, Korea, The Netherlands, Singapore, Spain, Switzerland, Taiwan, the United Kingdom and the United States
- It applies when the abovementioned sellers, under certain circumstances, do not send the promised goods, or deliver goods which are 'significantly not-as-described' in their listings
- Further, under our Buyer Complaint Policy, we will under certain circumstances attempt to assist buyers of goods who send payments via the Service to recover funds from sellers who do not send the promised goods
- Section 75 of the Consumer Credit Act will not apply as a remedy for a buyer against PayPal if a buyer funds their payment transaction via PayPal with their credit card and the seller (for whatever reason) fails to send the item or the item received by the buyer is in fact significantly different to what the seller described the item to be. As highlighted above, for certain eBay transactions, PayPal offers PayPal Buyer Protection which PayPal considers offers more appropriate protection than s. 75 to buyers for these types of transactions

Resolving disputes

- We will attempt to resolve any dispute relating to the provision of the Service or to the Agreement via our customer service centre
- Where we cannot resolve a dispute, a User may either complain to the Financial Ombudsman Service following completion of our internal dispute resolution process or sue us in the courts of England and Wales. The Financial Services Compensation

Scheme established under the Financial Services and Markets Act 2000 does not apply to claims made in connection with the issue of electronic money

Legal relationship

- The legal relationship with our Users is interpreted according to the laws of England and Wales

Disclaimer. The above description of the Service is intended as a summary only. It does not include all definitions, exclusions, terms and conditions relating to the Service. Monetary amounts referred to in this description may be amended from time to time. Some of the characteristics set out above may not be available to all Users. The full terms and conditions are set out in the Agreement that can be accessed from the footer of any page on the PayPal website. This summary does not form part of the Agreement.