PayPal X Developer Agreement

This was last modified on March 10, 2010.

The PayPal X Developer Agreement ("Agreement") is an agreement between you and PayPal and applies to your access and use of the Developer's Tools. You must read, agree with and accept all of the terms and conditions contained in this Agreement. We may amend this Agreement at any time by posting a revised version on www.x.com. The revised version will be effective at the time we post it. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of Substantial Change by posting notice on the "Legal Agreements" page on www.x.com. Capitalized terms used in this Agreement are defined in the last section (Section 48) of this Agreement.

OVERVIEW

1. **PayPal X.** PayPal X is a global payments platform open to Developers. Our APIs and other Developer's Tools will offer you the ability to build Applications that interact with PayPal. Our goal is to encourage innovation, creativity and greater use of the PayPal Services. We consider you to be a Developer if you access or use the Developer's Tools for any purpose including building an Application and/or making an API Call, irrespective of whether your use is for your own benefit or as a third party service provider. All Developers are subject to the terms and conditions of this Agreement. This Agreement does not cover your use of the PayPal Services in connection with your PayPal Account. Your use of your PayPal Account and the PayPal Services is covered by the User Agreement that you agreed to when you opened your PayPal Account.

2. **Rules.** We are providing you with rules to assist you in creating Applications that are beneficial to the PayPal community and are compliant with the law and applicable rules. Our rules are mandatory and are not exhaustive. We believe that by making our rules as transparent as possible it will help guide your business practices and help you become more successful.

3. **Developer Requirements**. In order to be a Developer, you must:

    a. Have a PayPal Account in good standing, and

    b. Register on a PayPal Developer Website.

4. **Developer Benefits.**

    a. <u>Sandbox Access</u>. Once you are a Developer, you may access and use the Developer's Tools in the Sandbox. This enables you to build and test Applications that interact with the PayPal Services.

    b. <u>Live Access</u>. In order to run your Application in Live Access, the following requirements apply:

        i. *Verified Business Account*. You must have a verified PayPal business account in good standing

        ii. *Application Approval*. Your Application must be approved by PayPal. All Applications will be subject to Application Review and must receive our approval prior to being provided Live Access. In order for PayPal to review your Application, you must complete our online questionnaire and submit any information we request. All approval decisions shall be made in PayPal's sole discretion and will be based on factors including whether the Application functions in accordance with your representations, is compliant with this Agreement and is not harmful to PayPal, PayPal Users or the PayPal community.

        iii. *API Caller Certification*. Each API Caller accessing an advanced level API, or more advanced features on a standard level API, must first receive API Caller Certification by PayPal. API Caller Certification is not required for standard level API Callers.

5. **Live Access Limitations.** PayPal does not guarantee that your Application will be approved during Application Review or that you will receive API Caller Certification. All Application approval and API Certification decisions are made by PayPal in PayPal's sole discretion.

6. **Continued Requirements.** Your use of the Developer's Tools must at all times comply with the terms and conditions of this Agreement.

7. **Costs.** You are responsible for all costs and expenses related to your use of the Developer's Tools including all required modifications to your Application. PayPal will not reimburse you for any costs or expenses, even if your Application is rejected.

RULES

8. **Checklist.** Your Application and your use of the Developer's Tools must comply with the following:

   a. Legal Agreements. This Agreement, any other agreement that you have entered into with PayPal, the applicable User Agreement, Acceptable Use Policy, and Privacy Policy, as well as all referenced rules and policies under such agreements, all of which are incorporated herein by this reference.

   b. Product Documentation / Specifications. PayPal's technical/product/API requirements as communicated in the Documentation, integration guidelines and specifications provided or made available to you, or as otherwise specified by PayPal from time to time.

   c. Branding Requirements. PayPal's Branding Requirements.

   d. PayPal User Information Requirements. PayPal's Information Security Requirements.

   e. Laws / Regulations / Rules. All applicable laws, regulations, and third party payment rules and regulations (such as Visa, MasterCard, American Express, Discover, NACHA, etc.) related to your use of the Developer's Tools and PayPal Services, and your provision of the Developer Services, promotional activities, and other business activities.

   f. Other Requirements. Any other PayPal requirements that we provide to you in our sole discretion.

9. **Restricted Activities**. The activities listed below are subject to additional restrictions. You must receive our Prior Approval if you would like to create/offer an Application which is designed for or results in any of the following:

   a. Expand Global Functionality. Any Application that expands PayPal's send, receive, withdraw methods or available currencies beyond that which is described for each country and currency on this page https://www.paypal.com/us/cgi-bin/webscr?cmd=_display-country-functionality-outside.

   b. Expand Personal Payments or Provide Remittance Services. Any Application that allows Personal Payments originating from PayPal Users whose Contracting Entity is PayPal Private Limited (see the Legal Terms section of this Agreement), or any Application that provides remittance services. Remittance services means any service that is: (i) an international transfer of funds from a Sender to a Recipient, (ii) without an underlining Purchase Payment, and (iii) for a fee.

   c. Provide Additional Funds-in or Funds-out Methods. Any Application that provides additional ways for a PayPal User to put funds or value into his/her PayPal Account, or withdraw funds or value from his/her PayPal Account.

   d. Provide Escrow Services. Any Application that provides escrow services that would otherwise require an escrow license in the jurisdiction for which you are providing the service.

   e. Allow Card-Present Transactions. Any Application that allows a PayPal User or customer to make a payment directly using a payment card at a physical point of sale or point of interaction, such as a magnetic card reader, mobile phone, EMV terminal, automated teller machine (ATM), kiosk, using near field technology or radio frequency identification, or any other physical location purchase.

f. <u>Virtual Currency</u>. Any Application that allows for the purchase or sale of a virtual currency.

g. <u>Perform Activities Requiring Approval under the Acceptable Use Policy</u>. Any Application that performs activities or allows for the sale of goods or services subject to pre-approval under PayPal's Acceptable Use Policy.

h. <u>Block PayPal Payment Methods</u>. Any Application that blocks a PayPal User from selecting a Payment Method in his or her PayPal Account.

i. <u>Financial Services or Banking License</u>. Any Application that requires you to obtain authorization from a regulatory authority to perform any form of regulated banking, credit, or financial services activities.

10. **General Rules.** You must comply with the following:

a. <u>Express Consent Required</u>. You must receive Your Users' Express Consent to provide the Developer Services. In addition, you must receive the Your Users' Express Consent for all actions you take that are necessary, related to, or resulting from your provision of the Developer Services. For example, you must have a PayPal User's Express Consent to make an API Call on behalf of or for the benefit of that PayPal User, or to use or store PayPal User Information as necessary to provide the Developer Services. You must provide a PayPal User with the ability to withdraw his or her Express Consent by either directly providing the PayPal User with the ability to do so, or by providing the PayPal User with information about how to do so on the PayPal website (if applicable).

b. <u>Do Not Circumvent PayPal Policies</u>. You may not create an Application or provide any Developer Services that are designed to, or have the effect of, circumventing PayPal's rules and policies as described in any policy document or legal agreement.

c. <u>No Avoidance of Account Limits</u>. You may not create a method to avoid, modify, or circumvent PayPal's account limits for sending, receiving, or withdraw funds.

d. <u>Provide Correct Information</u>. All information that you submit to PayPal or a third party in connection with your use of the Developer's Tools must be true, correct, and complete. This includes the following: (i) information you submit directly to PayPal as part of Application Review, API Caller Certification, or in response to a PayPal request for information, (ii) information you submit through an API Call, and (iii) information you provide to a PayPal User, Your User, or other third party in connection with your use of the Developer's Tools or provision of the Developer Services.

e. <u>Do Not Selectively Offer PayPal</u>. If PayPal is offered as a payment method on your website or Application, with your services, or on any other property, you must always offer PayPal in connection with such service. You may not selectively decide to offer PayPal for some transactions but not for other transactions.

f. <u>Do Not Discriminate.</u> You may not engage in any acceptance practices that discriminate against or discourages the use of PayPal.

g. <u>Provide Customer Support</u>. You are responsible for the operation of your Application, the provision of the Developer Services, and all related customer support, as well as providing customer support for the goods and services you sell. You must provide Your Users with information regarding your customer support policy and a customer support email address. In addition, we recommend that you provide a customer support telephone number and website.

h. <u>Publish a Refund Policy and Privacy Policy (Recommendation)</u>. We recommend that you have a published refund policy and privacy policy. If you have entered into the Commercial Entity User Agreement, then this is a requirement not a recommendation.

i. <u>Do Not Disclose Your API Credentials</u>.   You may not share your API Credentials or other PayPal Account credentials with a third party. You are liable for all activities performed with your API Credentials.

11. **Payment Application Rules.**

a. <u>No Payment Aggregation</u>. This applies to all Purchase Payments.

       i. All payments must flow directly from the Buyer's PayPal Account to the Seller's PayPal Account. This means that payments may not flow from the Buyer to a third-party PayPal Account and then be transferred to the Seller's PayPal Account.

       ii. The Seller/Recipient must be the Seller of Record.

b. <u>Seller of Record Requirements</u>.

       i. As Seller of Record, you must do <u>all</u> of the following:

          1. Enter into a direct contractual relationship (agreement) with the Buyer to provide goods or services in exchange for payment or other value;

          2. Identify yourself to the Buyer at all relevant times during the transaction and, if applicable, prominently on the website or Application from which you are selling the goods or services;

          3. Be the responsible party for the transaction including:

             A. Ensure that the products are delivered or the services are performed in accordance with your agreement with the Buyer. You do not have to be the actual party delivering the products or performing the services, but you must be the party from whom the Buyer will have recourse against if such does not occur;

             B. Provide refunds or otherwise resolve Buyer complaints in accordance with your agreement with the Buyer;

             C. Provide customer support directly or through a third party service provider; and

             D. Assume all Transaction Liability and liability under PayPal's Acceptable Use Policy.
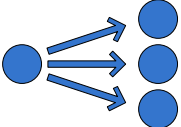
             (Note: These requirements apply to all Sellers. We have listed them in this section to clarify that as between a Seller and PayPal, the Seller may not transfer these obligations to a third party.)

c. <u>PayPal Account Transparency</u>. If your Application or Developer Services allow people to send or receive money through PayPal, then following requirements apply:

       i. Each party sending or receiving money must have a PayPal Account;

       ii. The first page of your payment flow must clearly inform Your Users that a PayPal Account is required to send a payment through your Application. To do so, you may use the following language or something substantially similar:
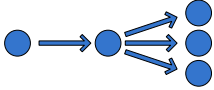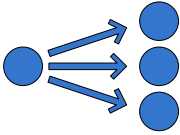
          "In order to send payments you must have a PayPal Account. Payments will be sent from your PayPal Account to the Recipient's PayPal Account."

       iii. If you are not using a PayPal Button, you must add "Powered by PayPal" to the first page of your payment flow in accordance with PayPal's Branding Requirements.

d. <u>No PayPal Fee Avoidance</u>. You may not create a method for sending or receiving payments that will result in the Sender or Recipient avoiding or overpaying PayPal fees.

e. <u>No Surcharging</u>. You may not charge a surcharge to someone simply because they select to pay with PayPal. A surcharge is a fee that is charged to the transaction based on the payment instrument or mechanism selected by the customer. For example, if you charge a fee to accept PayPal transactions but not to accept cash transactions, then you are charging a surcharge. You may, however, charge Your Users a fee for the value added services that you provide.

f. <u>Do Not Set Minimums or Maximums.</u> You may not set minimum or maximum transaction amounts as a condition of accepting PayPal.

g. <u>Refunds Require a Prior Purchase</u>. You may only issue a refund to reverse a prior Purchase Payment. The amount of the refund must be equal to or less than the amount of the original purchase price and shipping costs.

h. <u>Refunds to Same Account</u>. All refunds for PayPal transactions must be made to the same PayPal Account that made the original purchase. You may not refund a PayPal transaction to a different PayPal Account or a different payment instrument such as directly to a credit card or cash payment.

i. <u>Payment Flow Required Fields</u>.

   i. *Personal Payments – Memo Field*. All payment flows that allow Personal Payments must include the memo field as a required field to require the Sender to note the purpose of the payment.

   ii. *Purchase Payments - Description Field*. All payment flows that allow Purchase Payments must include the description field to require the Seller to describe the goods or services being sold. The Seller's description must clearly describe what is being sold.

j. <u>Provide Referring URL</u>. You must provide the referring URL from the Seller's website where a purchase is made, or from the website where a Personal Payment is sent. If you are selling goods or services, or otherwise soliciting payments on a media other than a website (such as a mobile phone or Application on a different device), you must provide PayPal with a URL that includes all of the items you are selling. You must ensure that the URL is maintained so that it is current and up-to-date.

k. <u>Take-Down Process</u>. If PayPal determines, in its sole discretion, that you are selling goods or services that violate this Agreement, the User Agreement, or the Acceptable Use Policy, you must remove the listing immediately upon receipt of notice from PayPal or within the time frame specified by PayPal.

12. Specific Rules.

  a. <u>Adaptive Payments and Mass Payments Capabilities</u>

Capability	Description	Examples	Permitted Payments
Adaptive Payments: Send Money	This capability allows the API Caller to facilitate payments from a single Buyer/Sender to a single Seller/Recipient.	An example of this is an application that allows a PayPal User to send money from his or her PayPal Account.	-Purchase Payments -Personal Payments
S Adaptive Payments: Split Payment, Parallel	This capability allows the API Caller to facilitate payments from a single Buyer/Sender to multiple Sellers/Recipients in one transaction.	An example of this is an app store that enables a buyer to purchase multiple applications from a multiple sellers with a single payment. In this example, each seller would be the Seller of Record for the application sold by that seller.	-Purchase Payments -Personal Payments
Adaptive Payments: Split Payment, Chained	This capability allows the API Caller to facilitate payments from a Buyer/Sender to a primary Seller/Recipient, and then transfer all or a portion of the payment from the primary Recipient to a secondary Recipient. The transfer between the primary Recipient and the secondary Recipients is a balance funded transfer.	An example of this is a buyer sending money to a seller on a marketplace platform, and the marketplace platform taking a percentage of the payment as its fee for selling on the platform. In this example, the seller would be the primary Recipient and the platform would be the secondary Recipient.	-Purchase Payments

Adaptive Payments: Split Payment, Chained and Parallel	This capability allows the API Caller to facilitate payments from a single Buyer/Sender to a primary Seller/Recipient and then all or a portion of the payment may be transferred from the primary Recipient to multiple secondary Recipients. The transfer between the primary Recipient and the secondary Recipients is a balance funded transfer.	An example of this capability is a buyer purchasing a travel package from a Seller and then the Seller paying the hotel, airline, and car rental companies.	-Purchase Payments
Mass Payments (from API Caller's PayPal Account)	The Mass Payment capability allows the API Caller to send money from the API Caller's PayPal Account to one or multiple Recipients at the same time. This capability is similar to the Mass Payment service on the PayPal website, except that: (i) you may use any Payment Method in your PayPal Account, and (ii) either the Purchase Payment Fee or Personal Payment Fee will apply instead of the Mass Payment fee.	An example of this capability is sending rebates or commissions to one or multiple Recipients.	-Purchase Payments -Personal Payments

b. – Rules for Adaptive Payments

    i. *Use Correct Payment Classification*s. Each payment must be correctly classified as either a Purchase Payment or a Personal Payment.

        1. Purchase Payment. You must classify a payment as a Purchase Payment if:

            A. The payment is sent to or received by a business, Seller, or other commercial or non-profit entity; or

            B. The payment is for a Purchase Payment (a purchase of goods or services).

        2. Personal Payment. You must classify a payment as a Personal Payment if the payment is sent from a person to another person solely for non-business purposes such as giving a gift, or paying back a friend or family member.

    ii. *Multiple Payment Classifications.* If the payment capability permits both Purchase Payments and Personal Payments, you may classify some transfers as Personal Payments and other transfers as Purchase Payments within a single split payment. For example, Split Payment, Parallel permits both Purchase Payments and Personal Payments within one split payment. This means that you may classify one transfer from the Sender to a Recipient as a Purchase Payment, and another transfer from the same Sender to a different Recipient as a Personal Payment, as long as you use the correct payment classifications.

    iii. *Fee Applied to Final Amounts Received.* Purchase Payment Fees or Personal Payment Fees, where applicable, will be applied to the final amounts received by each Recipient. For example, in a Split Payment Chained Payment if the Buyer sends $100.00 to the primary Recipient and the primary

Recipient sends $25.00 of that amount to the secondary Recipient, then the primary Recipient will pay the Purchase Payment Fee for the $75.00 payment, and the secondary Recipient will pay the Purchase Payment Fee for the $25.00 payment.

iv. *Fee Flexibility – Purchase Payment Fee.*

1. <u>Fee May be Transferred between Recipients</u>. Responsibility for paying the Purchase Payment Fee may be transferred between Recipients with the Express Consent of each Recipient provided:

    A. *Fee Amount Does Not Change*. If responsibility for the Purchase Payment Fee is transferred from one Recipient to another Recipient, the amount of the fee will remain the same and will not be increased or decreased in the event that one of the parties is subject to discounted pricing; and

    B. *Ultimate Liability Remains*. Any transfer of fee liability or Transaction Liability between the Recipients does not relieve the Recipient of its liability to PayPal. This means that if Recipient A agrees to pay Recipient B's fees, but fails to do so, Recipient B will remain obligated to pay PayPal his fees.

2. <u>Fee May Not be Transferred to Buyer.</u>   You may not transfer all or a part of the Purchase Payment Fee to the Buyer/Sender.

v. *Fee Flexibility – Personal Payment Fee*. Responsibility for payment of the Personal Payment Fee will be determined by the Sender at the time they are making the payment. Any Personal Payment flow must allow the Sender to either pay the Personal Payment Fee or allow the Recipient to pay this fee.

vi. *Seller of Record Requirement*. For every Purchase Payment, the primary Recipient must be the Seller of Record for the amounts transferred between the Sender/Buyer and the Recipient/Seller. The primary Recipient is the first Recipient for the Split Payments Chained and Split Payments Chained and Parallel capabilities.

c. <u>Preapproved Payments</u>. The Preapproved Payments capability allows you to charge Your Users through an Automatic Payment and/or a No Log-In Payment. The Preapproved Payments capabilities are similar to the recurring payments and subscriptions capability offered through the PayPal website. In order to charge the customer through Automatic Payments or offer No Log-In Payments, the customer must provide PayPal with a one-time prior authorization.

The following rules apply to your use of Preapproved Payments capability:

i. *Express Consent*. You must receive the customer's Express Consent for the amount, frequency, and duration of the Automatic Payment.

ii. *Notice Requirements*. If the amount of the Automatic Payment may vary, you must comply with <u>one</u> of the following three requirements:

1. You must allow the customer to set both a minimum and maximum amount that you may charge for each Automatic Payment, and you must stay within that range, or

2. You must inform the customer of his/her right to receive notice of the amount and date of each Automatic Payment. If the customer elects to receive such notice, the Seller must provide it at least 10 calendar days prior to the date of the Automatic Payment; or

3. You must provide the customer with the ability to receive notice in any of the following instances:

    A. For every Automatic Payment;

    B. When the amount of the Automatic Payment will fall outside the minimum and maximum amount agreed to by the customer; and

    C. When the amount of the Automatic Payment will differ from the prior Automatic Payment by more than an amount agreed to by the customer.

If the customer elects to receive notice in any of these instances, the Seller must provide such notice at least 10 calendar days prior to the date of the Automatic Payment.

iii. *Required Cancellation Procedures for Automatic Payments.* You must provide the customers with the ability to cancel an Automatic Payment within 3 business days of the scheduled date of the Automatic Payment. In addition, if the customer signed up for the Automatic Payment through an online method, you must provide a simple and easily accessible online cancellation procedure in addition to those provided by PayPal on its websites. If your customer cancels the Automatic Payment, you may not charge his or her PayPal Account for the Automatic Payment.

iv. *PayPal Consent Language.* If you are enabling Automatic Payments or No Log-In Payments through a non-web browser sign-up flow, or any method that does not include a redirect to the PayPal website for the customer to authorize the Automatic Payment or No Log-In Payment, you must include PayPal's consent language in your payment flow. PayPal will provide you the consent language during Application Review or earlier upon request.

v. *Installments.* If you are charging Your Customer in Installments:

1. You may not charge for the first payment of the installment until you have shipped the goods purchased by Your Customer;

2. You may not charge in more than three installments;

3. You may not add finance charges to the payment amount;

4. The sum of the installment billing must not exceed the total purchase price of the goods, including tax and shipping as applicable;

5. You must have Your Customer's Express Consent to charge in installment;

vii. *Redemption Codes.* If you offer a third party the ability to enter a redemption code into your Application in order to claim a payment, the following applies:

1. Money transferred at redemption of redemption code. If the money is not moved from the Sender/Buyer's PayPal Account to the Recipient's PayPal Account until the redemption code is entered, then you must require the Recipient to enter the redemption code within 30 days. If the Recipient does not enter the code within 30 days, you may not remove the money from the Sender/Buyer's PayPal Account. You must provide the Recipient with a clear and conspicuous disclosure regarding the 30 day requirement to enter the redemption code.

2. Money transferred at purchase of redemption code. If the money is transferred from the Sender/Buyer's PayPal Account at the time the Sender/Buyer purchases the redemption code, then you may not provide an expiration date for the time in which the Recipient must redeem the payment. In addition, you must comply with all applicable laws related to gift cards/certificates.

d. Create Account Capability. This capability allows you to offer a third party the ability to create a PayPal Account initiated from your Application. If you offer this capability, the following applies:

i. *Only Use on Web-Based Application.* You may only use this capability on a web-based device.

ii. *Do Not Collect Information on Behalf of PayPal.* You may not collect personal information, financial information, business information or any other information directly from any third party if you are doing so on behalf of PayPal. This means that any information you submit to PayPal to create a PayPal Account, must be customer information that you already have in your possession and not customer information that you collected for the sole purpose of submitting it to PayPal to create a PayPal Account for a third party.

These rules, like other rules, may be subject to an exception if you receive PayPal's Prior Approval.

PAYPAL USER INFORMATION

13. **PayPal User Information – Permitted Activities**.   You may use the Developer's Tools to query the PayPal database to collect, use, and store PayPal User Information (but not Prohibited User Information) as long you comply with the following requirements:

    a. Your collection and use of the PayPal User Information must be limited to that which is necessary to perform the Developer Services;

    b. You must receive the PayPal User's Express Consent to perform the Developer Services that require you to collect, use, and/or store PayPal User Information (this is a requirement for all Developer Services and is repeated in this section for the purposes of completeness);

    c. You must delete the PayPal User Information in accordance with the PayPal User Information Storage Limitations section below; and

    d. Your storage of the PayPal User Information must comply with our then current PayPal User Information Requirements as provided by PayPal.

14. **PayPal Prohibited User Information**. You may not collect, capture, use or store PayPal Prohibited User Information. PayPal Prohibited User Information means the following information received in connection with your provision of the Developer Services or use of the Developer's Tools:

    a. <u>Government issued identity number</u>, including:

        i.   Social security number, Federal tax ID, or similar health or tax insurance number in the relevant country;
        ii. National identity number;
        iii. Passport number;
        iv. Driver's license number;
        v.   Any other government issued identifier;

    b. <u>Log-in credentials</u>, including:

        i.   Password,
        ii. PIN,
        iii. Security questions and answers;

    c. <u>Financial information</u>;

        i.   Full bank account number;
        ii. Full credit/debit card number*; and
        iii. Credit card expiration date or CVV2*.

    *This does not apply to merchants using the Direct Payment API in accordance with the terms and conditions of the PayPal Website Payments Pro and Virtual Terminal Agreement ("Pro Agreement"). You may not use the Direct Payment API in any manner not specified in the Pro Agreement.

15. **PayPal User Information – Deletion Requirements.** You must delete the PayPal User Information once it is no longer required to perform the Developer Services as follows:

    a. The following PayPal User Information must be deleted within 48 hours of receipt:

        i.   Information pertaining to the PayPal User's balance, Payment Method used to fund a transaction, or transaction history;

        ii. The last 4 digits of a PayPal User's bank account, credit card, or debit card; and

        iii. A date of birth.

b. All other PayPal User Information must be deleted at the earliest time for which it is commercially reasonable to delete the information.

16. **Prohibited Activities**. You may not do any of the following:

a. You may not collect personal information, financial information, business information or any other information directly from Your User, a PayPal User, or any other third party on behalf of PayPal. This means that any information that you submit to PayPal through an API Call, must be customer information that you already have in your possession and not customer information that you collected for the sole purpose of submitting it to PayPal to allow Your Customer or a third party to create a PayPal Account. This rule is subject to exceptions if you receive PayPal's Prior Approval;

b. Publicly display PayPal User Information without the Express Consent of the PayPal User. For example, you may not have an Application that would publically display a PayPal User's email address or name to identify them as donating money to your charity;

c. Use the PayPal User Information to send unsolicited communications;

d. Sell, lease, rent, transfer, assign or otherwise disclose PayPal User Information to a third party;

e. Use the PayPal User Information to perform competitive, comparative or any other type of analysis to develop marketing or business strategies directly or indirectly targeting PayPal Users; or

f. Use the PayPal User Information to engage in marketing or other sales activities.

17. **Additional Requirements.** PayPal may, in its sole discretion, provide you with additional requirements related to your collection, use, storage of PayPal User Information.

18. **Your User Information.** This Agreement does not limit your ability to collect, use, and store information from Your Users as long as the information is not PayPal User Information, and you did not gain the information from your use of the Developer's Tools or in connection to your provision of the Developer Services.

LICENSE RIGHTS

19. **License to You**. Subject to the terms of this Agreement, PayPal grants you a revocable, non-exclusive, non-transferable license to access and use the Developer's Tools and integrate the SDKs, APIs, and other applicable Developer's Tools into your Application solely to provide the Developer Services to Your Users.

20. **License to PayPal**. You provide PayPal with a revocable, non-exclusive, non-transferable license to use your Application and review the code in your Application for testing or other related purposes to ensure that it complies with this Agreement. You may revoke this license at any time by providing written Notice to PayPal. If you revoke this license, this Agreement will immediately terminate.

21. **PayPal Marks**.   Subject to the terms of this Agreement, PayPal grants you a revocable, non-exclusive, non-transferable license to use and the PayPal Marks solely in connection with advertising and marketing the Developer Services and in accordance with PayPal's Branding Requirements. Any use of the PayPal Marks that is outside the scope of the Branding Requirements requires PayPal's Prior Approval.

22. **Your Marks**. You grant PayPal a revocable, non-exclusive, non-transferable license to use your Marks to publicize your use of the Developer's Tools and your Application. PayPal may do so (i) through press releases, public announcements, and other oral communications at conferences, media events, or other marketing opportunities; (ii) on the PayPal website or through other electronic communications such as emails to PayPal Users, newsletters, or in materials that PayPal otherwise makes publicly available; and (iii) through any other channel to promote the use of PayPal, the Developer's Tools, and/or your Application.

23. **Sandbox Use**. You may use the Sandbox to test your Application. All accounts and transactions made in the Sandbox are not real and no real money will be transferred. The Sandbox is provided to you on an "as-is" basis and PayPal does not guarantee up-time or availability. The PayPal Sandbox is solely for testing and cannot be used for any other purpose, including to tampering, hacking, modifying or otherwise corrupting the security or functionality of the PayPal Services. In addition, you agree that you will not use any robot, spider, other

automatic device to create PayPal Sandbox accounts, and you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You may close your Sandbox account at any time online or by calling PayPal customer support. Upon closure of your Sandbox account, you will no longer be able to access any of the information stored therein. If you do not access your account for a period of three years, it will be automatically closed. PayPal reserves the right to close your Sandbox account at anytime if you violate this Agreement or take any actions in the Sandbox that have a negative impact on PayPal's systems and/or Services.

24. **User ID**. PayPal shall provide you a unique confidential identification code, certificate, and User ID that shall permit you to use the Developer's Tools. The User ID PayPal's property and may be immediately revoked or terminated by PayPal if you disclose it to a third party or for any other reason deemed necessary by PayPal. You may not sell, transfer, sublicense, or disclose your User ID to any third party (other than a service provider performing services on your behalf).

INTELLECTUAL PROPERTY

25. **Intellectual Property**. PayPal retains all rights, title and interest in the Intellectual Property embodied in or associated with the Developer's Tools, technology and any content created or derived there from. You retain all rights, title and interest in the Intellectual Property of those portions of your Application that do not include the Developer's Tools or any other PayPal Intellectual Property. You represent and warrant that your Application including the name of the Application does not infringe the Intellectual Property rights of PayPal or a third party. There are no implied licenses under this Agreement, and any rights not expressly granted are reserved by PayPal. Except as licensed herein, this Agreement does not transfer any Intellectual Property rights between the parties.

26. **Competitive or Similar Materials**. Notwithstanding the foregoing, in no event shall PayPal be precluded from developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and/or distributing, materials which are competitive with your products and/or services, so long as PayPal does not infringe on your intellectual property rights.

27. **Feedback**. In the event that you provide suggestions, comments or other feedback ("Feedback") to PayPal with respect to the PayPal's Confidential Information, Developer's Tools, or Intellectual Property, the following will apply:

    a. All Feedback shall be given entirely voluntarily;

    b. Feedback, even if marked confidential, shall not create any confidentiality obligations on PayPal unless PayPal has otherwise agreed in a signed agreement;

    c. PayPal shall be free to use, disclose, reproduce, distribute and otherwise commercialize all Feedback that you provide without obligation or restriction of any kind on account of intellectual property rights or otherwise; and

    d. You waive all rights to be compensated or seek compensation for your Feedback.

CONFIDENTIALITY

28. **Confidential Information Defined**. Confidential Information means all information that PayPal provides to you under this Agreement, including the following: (i) the PayPal User Information and all other information you receive through an API Call or otherwise related to your provision of the Developer Services, (ii) the Developer's Tool's, API Credentials, and all access IDs and passwords, (iii) all information disclosed in writing and marked "confidential", proprietary", or with a substantially similar marking, (iv) all information disclosed orally and identified as confidential at the time of the disclosure, and (v) any other information that by its very nature you understand to be PayPal's confidential information.

29. **Confidentiality Obligations**. You must maintain PayPal's Confidential Information in confidence and shall not disclose it to third parties or use it for any purpose other than as necessary and required to perform the Developer Services. In the event that Confidential Information is required to be disclosed by a court, government

agency, regulatory requirement, or similar disclosure requirement, you shall immediately notify PayPal and use reasonable efforts to obtain confidential treatment or a protection order of any disclosed Confidential Information. Your obligations hereunder shall survive the termination of this Agreement.

30. **Protection of Confidential Information**. You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that PayPal will be entitled (without waiving any other rights or remedies) to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

TERM AND TERMINATION

31. **Term**. This Agreement is effective the date that you either accept the terms of this Agreement; or access and use the Developer's Tools, whichever is sooner.

32. **Termination**. This Agreement shall remain effective unless terminated by either party.

    a. <u>Termination by You</u>. You may terminate this Agreement for any reason by providing PayPal with written notice to the address provided in Legal Terms section of this Agreement. Any other termination method will be void and not result in termination of your obligations under this Agreement. Your termination will be effective upon PayPal's receipt of notice.

    b. <u>Termination by PayPal</u>. We may terminate this Agreement in our sole discretion due to the following reasons:

        i. You breach a term of this Agreement or any other agreement you have entered into with PayPal and you fail to cure such breach within 10 calendar days of receiving notice from PayPal, or such other time period specified by PayPal;

        ii. You fail to pay PayPal any amounts due under this Agreement or any other agreement you have entered into with PayPal;

        iii. You do not provide adequate customer support, or your Application results in a disproportionally high level of escalations to PayPal customer support;

        iv. You become insolvent; (ii) begin an insolvency proceeding; or (iii) an insolvency proceeding is begun against you and not dismissed or stayed within 30 days; or (iv) any material portion of your assets are attached, seized, levied on, or comes into possession of a trustee or receiver and the attachment, seizure or levy is not removed in 10 days;

        v. We close your PayPal Account for any reason specified in the PayPal User Agreement, or other agreement which you have entered into with PayPal;

        vi. We have reason to believe that your Application, including the name of your Application, violates PayPal's or a third party's Intellectual Property rights, or

        vii. Your Application poses a legal, regulatory, or financial risk to PayPal in any jurisdiction in which you provide the Developer Services.

33. **Effect of Termination**. Upon termination of this Agreement the following shall apply: (i) all rights and licenses under this Agreement shall immediately terminate; (ii) you must stop offering and providing the Developer Services; (iii) you must destroy all PayPal User Information within 7 calendar days of termination, and upon PayPal's request provide proof of such destruction within 7 calendar days of PayPal's request for proof; and (iv) you will remain liable for any amounts or other liability under this Agreement.

MISCELLANEOUS LEGAL TERMS

34. Contracting Entity. This chart explains the PayPal entity with whom you are entering into this Agreement, the address for notice to PayPal, which governing law applies to the Agreement, and which courts have jurisdiction to adjudicate lawsuits. This is based on your country of your registered PayPal Account.

Country of Residence	Contracting Entity	Address for Notice to PayPal	Governing Law	Courts with Exclusive Jurisdiction
United States	PayPal, Inc. , a Delaware corporation in the United States whose address is eBay Park North, 2211 North First Street, San Jose, CA 95131	PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131	The State of California,	Santa Clara County, California, or Omaha, Nebraska
Canada	PayPal CA Limited, a Canadian corporation whose address is Brunswick House, 44 Chipman Hill Suite 1000, Saint John NB E2L 2A9	PayPal CA Limited, Attention: Legal Department, 2211 North First Street, San Jose, California 95131	New Brunswick	New Brunswick, Canada
Australia	PayPal Australia Pty Limited, (ACN 111 195 389) whose address is L Level 23, 1 York Street, Sydney, NSW	PayPal Australia Pty. Limited, Locked Bag 10, Australia Square PO, Sydney NSW 1215	The State of New South Wales	New South Wales, Australia or where the defendant is located (in PayPal's case, New South Wales and in your case, your home address or principal place of business in Australia
A European Union country, Liechtenstein, Vatican City, Isle of Man, Guernsey, Jersey and San Marino	PayPal (Europe) Sàrl & Cie, SCA, a limited liability partnership registered as number R.C.S. Luxembourg B 118 349 having a registered office at 22-24 Boulevard Royal, L-2449, Luxembourg	PayPal (Europe) S.à.r.l. & Cie, S.C.A. Attention: Legal Department 22-24 Boulevard Royal L-2449, Luxembourg	English law	A country in the European Union, Liechtenstein, Vatican City, Isle of Man, Geurnsey, Jersey and San Marino
A country in Asia, South America, Africa or any country not included above	PayPal Private Limited, a company incorporated in Singapore whose address is 89 Neil Road, Singapore 088849	PayPal Private Limited, Attn: Legal Department, 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985	Singapore	Singapore or where the defendant is located (in PayPal's case, Singapore, and in your case, your home address or principal place of business)

35. Disputes with PayPal. In the event you have a dispute with PayPal please see your applicable PayPal User Agreement for other relevant provisions, including arbitration requirements.

36. Notice.

a. <u>Notice to You</u>. You agree that PayPal may provide notice to you by posting it on our website, emailing it to the email address listed in your PayPal Account, or mailing it to the street address listed in your PayPal Account. To view notices posted on our website, log in to your PayPal Account, go to "My Account", then "Overview" then click on "Policy Updates". Notices sent to you by email will be sent to the email address that you have associated with your PayPal Account and shall be considered to be received by you within 24 hours of the time we send the email unless we receive notice that the email was not delivered. If the notice is sent by mail it will be sent to you at the address you have associated with your PayPal Account and shall be considered received by you within 3 Business Days of the date we send them unless they are returned to us.

b. <u>Notices to PayPal</u>. Notice to PayPal must be sent by postal mail to the address for notice listed above.

37. Indemnification / Limitation of Liability / Disclaimers.

a. Indemnification. You agree to defend, indemnify and hold harmless PayPal, its parent, officers, directors and employees from any claim, suit, or demand (including attorneys fees) made or incurred by any third party that is based on or arising out of your: (i) breach of this Agreement, (ii) violation of any law, regulation, or rule; (ii) infringement of any third party's IP rights, (iii) use of the Developer's Tools, (iv) Application or technology; and/or (v) other actions or omissions resulting in Transaction Liability or other liability.

b. Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS BE LIABLE FOR (i) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR SERVICES, WEBSITES, DEVELOPER'S TOOLS OR OTHER ACTIONS OR OMISSIONS, AND/OR (ii) AN AMOUNT EXCEEDING THE AMOUNT OF THE DIRECT DAMAGES DIRECTLY CAUSED BY OUR BREACH OF THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.

c. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYPAL DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYPAL WEBSITE, SERVICES AND DEVELOPER'S TOOLS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. THE PAYPAL WEBSITE, SERVICES, AND DEVELOPER'S TOOLS ARE PROVIDED "AS-IS" AND PAYPAL MAKES NO WARRANTY THAT OUR WEBSITE, SERVICES, AND DEVELOPER'S TOOLS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. PAYPAL DOES NOT HAVE CONTROL OF, OR LIABILITY FOR, THE PRODUCTS OR SERVICES PURCHASED USING THE PAYPAL SERVICES, OR GUARANTEE THE IDENTITY OF ANY PAYPAL USER.

d. Security and Stability. You acknowledge that it is in the best interests of both you and PayPal that PayPal maintains a secure and stable environment; to that end, PayPal reserves the right to change the method of access to the Developer's Tools at any time. You also agree that, in the event of degradation or instability of PayPal's system or an emergency, PayPal may, in its sole discretion, temporarily suspend your access to any of these services in order to minimize threats to and protect the operational stability and security of the PayPal system.

e. Uptime. PayPal does not guarantee that the PayPal website, Developer's Tools, and/or PayPal Services will be available twenty-four hours a day, seven days a week.

38. **Transaction Liability**.   As provided in the PayPal User Agreement, if you receive amounts into your PayPal Account, you are responsible for all Transaction Liability related to the amounts you have received.

39. **Service Providers**. You may use third party service providers to exercise your rights or perform your obligations under this Agreement so long as the service provider is subject to the terms and conditions of this Agreement. You agree that you are liable for all actions of your third party service providers, any act or omission by your service providers amounting to a breach of this Agreement will be deemed a breach by you for which you and the service provider will be jointly and severally liable.

40. **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.

41. **Your Relationship with PayPal**. You and PayPal are independent contractors. This Agreement does not create or imply any partnership, agency, or joint venture.

42. **Assignment**. You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's Prior Approval. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement by providing you with notice of such transfer or assignment.

43. **No Waiver**. Our failure to enforce any provision of this Agreement will not be deemed a waiver of our ability to enforce the same provision of the Agreement at a future date.

44. **Severability**. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

45. **Force Majeure**. PayPal is not responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond PayPal's reasonable control.   In the event of such a failure, PayPal's obligations shall be suspended until such time as the cessation of any cause of such failure.

46. **Complete Agreement.** This Agreement and the other agreements you have entered into with PayPal sets forth the entire understanding between you and PayPal with respect to the PayPal Service.

47. **Survival**. The following sections shall survive termination of this Agreement: Rules, PayPal User Information, Intellectual Property, Confidentiality, Term and Termination, Miscellaneous Legal Terms, and Definitions; as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

DEFINITIONS

48. **Definitions**. Capitalized terms used in this Agreement and not otherwise defined in this Section shall have the meaning assigned to them in the User Agreement.

    a. "Acceptable Use Policy" means the Acceptable Use Policy linked from the Legal Agreements page of www.x.com (through Other Agreements)

    b. "API" means each of PayPal's proprietary application programming interface, which is used by Developers to interface with PayPal's Services.

    c. "API Call" means a call from an Application via an API to interact with the PayPal Services.

    d. "API Caller" means the party that is making the API Call to the PayPal Services. The API Caller may be the Application owner, Seller, Developer, or a third party service provider acting on behalf of the Application owner, Seller, or Developer.

    e. "API Caller Certification" means the process whereby PayPal, or a third party designated by PayPal, reviews your request to become an API Caller for advanced level APIs, or more advanced features of a standard level API, and either approves or denies your request.

    f. "API Credentials" means your API username and password, and either an API signature or an API certificate.

    g. "Application" means a third party software application that contains embedded calls to a PayPal API. An Application may run on a web-based or non web-based platform.

    h. "Application ID" means the unique identifier assigned to an Application Version. Required to access the API in Sandbox or Live.

    i. "Application Review" means the process whereby PayPal, or a third party designated by PayPal, reviews your Application and any information provided by you in order to decide whether to approve your Application to run in Live Access.

    j. "Automatic Payment" means a recurring, one-time, or sporadic payment that is charged directly to a Buyer's PayPal Account in accordance with an agreement between the Buyer and Seller. Automatic Payments are commonly used for subscriptions.

    k. "Branding Requirements" means PayPal's then current logo usage and branding requirements provided or made available by PayPal.

    l. "Buyer" means someone who purchases goods or services and pays with PayPal.

    m. "Commercial Entity User Agreement" means each of the commercial entity agreements you entered into with PayPal's payment processors(s) in connection with your use of your PayPal Account

n. "Database" means PayPal's database containing PayPal User Information that you query through the Developer's Tools in order to perform the Developer Services.

o. "Developer" means anyone who accesses or uses the Developer's Tools, and/or agrees to this Agreement.

p. "Developer Services" means the products or services that you offer and provide to Your Users using the Developer's Tools, PayPal Services, or any PayPal User Information. The Developer Services must be provided in accordance with the terms and conditions of this Agreement, and only upon receipt of the PayPal User's Express Consent.

q. "Developer's Tools" means the APIs, API Credentials, SDKs, Documentation, Sandbox, Live Access, developer websites and portals, technical support, and all other tools, services, content and information made available to you by PayPal through PayPal's Developer's Websites, or any other means.

r. "Documentation" means all written information provided or made available to you by PayPal including information related to the PayPal Services, Developer's Tools, Developer's guides, and reference guides.

s. "Express Consent" means that a consenting party clearly understands the goods and/or services being provided, the terms and conditions under which they are being provided, and takes action to show such consent. An example of action to show consent is clicking an "I agree" button following a disclosure that clearly explains the goods or services and the terms and conditions under which they are being provided.

t. "Information Security Requirements" means PayPal's then current information security requirements provided or made available by PayPal.

u. "Intellectual Property" means any and all intellectual property or proprietary rights under any jurisdiction including without limitation (i) Marks, and all goodwill associated therewith and symbolized thereby; (ii) inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications thereof; (iii) published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information), copyrights therein and thereto, and registrations and applications thereof,; (iv) trade secrets,(v) all moral rights in the foregoing (that is, the right to claim authorship of or object to the modification of any work); and (vi) all applications, renewals, extensions, restorations and reinstatements of the foregoing.

v. "Installments" means a billing plan where a customer makes multiple payments for a single purchase.

w. "Live Access" means the live PayPal production environment which includes live access to the PayPal Services and databases.

x. "Marks" means the trademarks including registered and common law trademarks, trade names, service marks, logos, domain names and designations of a party or its products and services.

y. "No Log-In Payment" means a PayPal payment sent by a Buyer at the time of purchase, without having to log into his/her PayPal Account.

z. "Payment Method" means the method by which a payment is funded and includes PayPal Account balance, bank account, eCheck, PayPal Credit, credit card, debit card, eBay Gift Card, and redemption codes.

aa. "PayPal", "us", and "our" means the contracting entity based on your country of your registered PayPal Account in the Legal Terms section of this Agreement.

bb. "PayPal Account" means a PayPal personal, business, or premier account.

cc. "PayPal Button" means a logo or other graphical representation of PayPal, for the purpose of communicating that PayPal is accepted for payments or available for other services.

dd. "PayPal Credit" means the following PayPal credit offerings: PayPal Buyer Credit, PayPal Pay Later, PayPal Plus Credit Card, eBay MasterCard, or Bill Me Later.

ee. "PayPal's Developer Websites" include the following websites:

i.   PayPal X: http://www.x.com
ii.   PayPal Sandbox: http://developer.paypal.com
iii. PayPal Developer Community: http://www.pdncommunity.com

ff.   "PayPal Prohibited User Information" is defined in Section 14.

gg.   "PayPal Services" means the PayPal payment products and services, and any other features, technologies and/or functionalities offered by PayPal (i) on a PayPal owned or operated website or through any other means, or (ii) for use via a PayPal Account.

hh.   "PayPal User" means any person who accesses a PayPal website, uses the PayPal Services, and/or any person or entity that has agreed to the PayPal User Agreement

ii.   "PayPal User Information" means any information related to a PayPal User that you receive directly or indirectly from: (i) a PayPal User in connection with your performance of the Developer Services; or (ii) from PayPal through an API Call or by any other means.

jj.   "Personal Payment" means a payment that is sent to friends or family without a purchase, typically a gift or a reimbursement for a bill you split with a friend. A Personal Payment is a payment sent directly between two individuals acting in their individual capacity; a business, Seller, or other commercial or non-profit entity cannot be a party to a Personal Payment.

kk.   "Personal Payment Fee" means the fee that PayPal charges either the Sender or Recipient of a Personal Payment as noted in the PayPal User Agreement.

ll.   "Prior Approval" means an agreement signed by both you and PayPal specifically authorizing the activity subject to the approval and is signed by an authorized PayPal employee.   This approval may not be granted in an email.

mm. "Purchase Payment" means a purchase or sale of goods or services, or a transaction where at least one party to the transaction is a business, Seller, or other commercial or non-profit entity.

nn.   "Purchase Payment Fee" means the fee PayPal charges to the Recipient of a Purchase Payment as noted in the PayPal User Agreement.

oo.   "Recipient" means someone who receives a payment into his or her PayPal Account.

pp.   "Sandbox" means the PayPal test environment.

qq.   "SDK" means each of PayPal's downloadable software developer kits including a package of libraries, applications, associated Documentation, and sample code.

rr.   "Seller" means someone who receives a payment into his or her PayPal Account for the sale of goods or services.

ss.   "Seller of Record" means the Seller in a transaction. The Seller of Record must comply with the requirements in this Agreement.

tt.   "Sender" means someone who sends a payment from his or her PayPal Account.

uu.   ""Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

vv.   "Transaction Liability" means all liability related to receiving a payment, including reversals, chargebacks, unauthorized transactions, fraud, claims, fees, fines, penalties and other liability incurred by PayPal, a PayPal User, or a third party.

ww. "User Agreement" means each of the user agreements which you have entered into with PayPal when registering for a PayPal Account.

xx. "<u>Your User Information</u>" means any customer information that you collect directly from Your Users without the use of the Developer's Tools or other PayPal Services, and for purposes other than providing the Developer Services.

yy. "<u>Your Users</u>" mean customers that have entered into a relationship with you to purchase goods or services, or end-users of your Application, product, services or other offering. Your Users that have a PayPal Account are also PayPal Users.

SCHEDULE 1

If your contracting entity is PayPal (Europe) S.à r.l. & Cie, S.C.A. per the Legal Section of this Agreement, then you agree as follows:

1.   Section 11(e) is deleted and replaced with the following:

"Non discouragement. You agree that you will only surcharge for use of PayPal in compliance with any law applicable to you. You further agree that if you do charge a Buyer any form of surcharge that you, and not PayPal, will inform the Buyer of the requested charge. PayPal has no liability to any buyer where you have failed to inform the Buyer of any surcharge. You acknowledge that if you are permitted to surcharge and you further fail to disclose any form of surcharge to a buyer that this may constitute a criminal offence by you.

2.   In Section 12(c)(ii)(2), the following wording is deleted:

"If the customer elects to receive such notice, the Seller must provide it at least 10 calendar days prior to the date of the Automatic Payment"

and replaced with:

"You agree to notify customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment."

3.   In Section 12(c)(ii), the following wording is deleted:

"If the customer elects to receive notice in any of these instances, the Seller must provide such notice at least 10 calendar days prior to the date of the Automatic Payment"

and replaced with:

"In any of the above instances, and regardless of whether the customer has elected to receive the notice or not, you agree to notify customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment."

4.   In Section 12(c)(iii), the reference to "3 business days" is deleted and replaced with "1 business day".

5.   The following wording is added at the end of Section 13(c)(iii):

"PayPal is under no obligation to execute a payment order when it has received notice by a User that it no longer authorizes, or has not authorized the payment to be made."

6.   Section 38(a) is deleted and replaced by the following:

   a.   Indemnification. You agree to defend, reimburse or compensate us and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of you or your employees or agent's breach of this Agreement, breach of any law, use of the Developer's Tools, Application or technology; other actions or omissions resulting in Transaction Liability or other liability; and/or use of the Services.

7.   Section 38(b) is deleted and replaced by the following:

   b.   Limitation of Liability. In no event shall we, the other companies in our corporate group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:

1. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or

2. any loss or corruption of data; or

3. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or

4. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence or to the extent such limitation or exclusion is not permitted by applicable law.

8. You acknowledge and agree that the PayPal User Agreement (and not this Agreement) is a "framework contract" for the purposes of the Payment Services Regulations 2009.

9. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.