

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/13/2022

Contract/Agreement Vendor: Paypal
Name of Vendor & Contact Person

Vendor Email Address

Date of Service: 7/1/2022 - 6/30/2023
Describe Contract (Technology, program, consultant, prof. Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education in review.

Students
Reason/Audience to benefit

5/9/2022 \$360.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Brandon Chitty

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES / NO
 If yes, Technology Admin: [Signature]

Leadership Team Member: Paul Dye

Funding Source: 60/901 Chromedesk Funds
Fund/Project OCAS Coding

Consent

Action

The district currently uses Paypal Pro to take payments for Chromebook Insurance. Paypal Pro is \$30.00 per month for a total of \$360.00 a year. / B.Chitty

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Currency	Fee
New Zealand dollar	0.45 NZD
Norwegian krone	2.80 NOK
Philippine peso	15.00 PHP
Polish zloty	1.35 PLN
Russian ruble	10.00 RUB
Singapore dollar	0.50 SGD
Swedish krona	3.25 SEK
Swiss franc	0.55 CHF
Thai baht	11.00 THB
UK pounds sterling	0.20 GBP
US dollar	0.15 USD

PayPal Online Card Payment Services

*Payments Pro \$30.00
monthly fee. (Page 4 of 4)*

Use of applicable Services is subject to eligibility, application, and approval by PayPal and your acceptance of the terms of the [PayPal Online Card Payment Services Agreement](#). These rates will apply to the following payment types received using PayPal Online Card Payment Services.

Capitalized terms in this section are defined in the [PayPal Online Card Services Agreement](#).

Receiving domestic transactions using PayPal Online Card Payment Services

Payment type	Rate
Advanced Credit and Debit Card Payments	2.59% + fixed fee
Payments Advanced	2.89% + fixed fee
Payments Pro	2.89% + fixed fee
Virtual Terminal	3.09% + fixed fee

Receiving international transactions using PayPal Online Card Payment Services

The fee for receiving domestic PayPal Online Card Payment Services transactions applies plus the **additional percentage-based fee for international PayPal Online Card Payment Service transactions.**

Additional percentage-based fee for international PayPal Online Card Payment Services transactions

Payment Type	Rate
All PayPal Online Card Payment Services Transactions	1.50%

Charity rates for receiving transactions using PayPal Online Card Payment Services

Subject to eligibility, application, and approval by PayPal. PayPal may evaluate applications on a case-by-case basis, including, without limitation, on the following criteria: qualifying monthly sales volume, size of average shopping cart, and an account in good standing. See our **PayPal Online Card Payment Services Agreement** for more details.

Payment Type	Rate
Payments Pro	1.99% + <u>fixed fee</u>
Virtual Terminal	2.39% + <u>fixed fee</u>

Fixed fee for PayPal Online Card Payment Services transactions (based on currency received)

Currency	Fee
Australian dollar	0.59 AUD
Brazilian real	2.90 BRL
Canadian dollar	0.59 CAD
Czech koruna	9.00 CZK
Danish krone	2.90 DKK
Euro	0.39 EUR

Currency	Fee
Hong Kong dollar	3.79 HKD
Hungarian forint	149.00 HUF
Israeli new shekel	1.60 ILS
Japanese yen	49.00 JPY
Malaysian ringgit	2.00 MYR
Mexican peso	9.00 MXN

Currency	Fee
New Taiwan dollar	14.00 TWD
New Zealand dollar	0.69 NZD
Norwegian krone	3.90 NOK
Philippine peso	25.00 PHP
Polish zloty	1.89 PLN
Russian ruble	39.00 RUB
Singapore dollar	0.69 SGD
Swedish krona	4.09 SEK
Swiss franc	0.49 CHF
Thai baht	15.00 THB
UK pounds sterling	0.39 GBP
US dollar	0.49 USD

Other fees for using PayPal Online Card Payment Services

Activity	Description	Fee
Account Monitoring Service	Optional Service	<ul style="list-style-type: none"> • 29.95 USD set up fee • 19.95 USD per month

Activity	Description	Fee
Advanced Fraud Management Filters	Optional Service	<ul style="list-style-type: none"> • 20.00 USD per month • 0.05 USD per transaction
Advanced Fraud Protection Services	Optional Service	<ul style="list-style-type: none"> • 10.00 USD per month • 0.05 USD per transaction
Additional Risk Factors	If PayPal determines that your Account receives, or is likely to receive a disproportionately higher number of customer complaints, reversals, chargebacks, claims, or other indicators of a serious level of risk, PayPal may increase the percentage components of your Transaction Fees after giving you 30 days prior notice of the increase.	Up to 5.00% per transaction
Buyer Authentication Service	Optional Service	<ul style="list-style-type: none"> • 10.00 USD per month • 0.10 USD per transaction
Card Verification Transactions	For each account verification request	0.30 USD
Chargeback Protection Services	Chargeback Protection <ul style="list-style-type: none"> • Advanced Credit and Debit Card Payments 	0.40% per transaction
	Effortless Chargeback Protection <ul style="list-style-type: none"> • Advanced Credit and Debit Card Payments 	0.60% per transaction
Failure to Implement Express Checkout	If you do not implement Express Checkout as required, the percentage components of your Transaction Fees may increase after giving you 30 days prior notice.	1.00% per transaction
Monthly Fees	Advanced Credit and Debit Card Payments	No fee
	Payments Advanced	5.00 USD
	Payments Pro	30.00 USD
	Payments Pro Payflow	30.00 USD
	Virtual Terminal	30.00 USD
Recurring Billing	Optional Service	10.00 USD per month
Recurring Payment Tool	Optional Service	30.00 USD per month
Uncaptured Authorization Transactions	For each successful but uncaptured authorization transaction.	0.30 USD

PAYPAL ONLINE CARD PAYMENT SERVICES AGREEMENT

(Previously the separate PayPal Website Payments Pro and Virtual Terminal agreement and the Advanced Credit and Debit Card Payments and Virtual Terminal agreement)

Last Updated: March 21, 2022

NOTICE: UPCOMING CHANGES TO RISK CONTROLS AND FRAUD MANAGEMENT FILTERS

Effective September 21, 2021, new users will not be permitted to integrate with the Risk Controls and Fraud Management Filters services. Accordingly, all such corresponding terms in this agreement shall be void and otherwise not apply to users' who have accepted this agreement on or after September 21, 2021. The Risk Controls and Fraud Management Filters services will continue to be available until further notice, pursuant to the terms set forth herein, to existing users who accepted this agreement prior to September 21, 2021.

This PayPal Online Card Payments Services Agreement ("**Agreement**") is a contract between you ("**Merchant**", "**you**" and "**your**") and PayPal, Inc. ("**PayPal**", "**we**", "**us**", or "**our**") and governs your use of the Online Card Payment Services. You must read, agree with, and accept all of the terms and conditions contained in this Agreement and the **PayPal User Agreement** to use any of the PayPal Services set forth herein. By continuing to use any such Services, you also agree to remain in compliance with all of the terms and conditions in this Agreement and the PayPal User Agreement, so please read all of the terms and conditions carefully.

This Agreement, the **PayPal User Agreement**, and any other applicable agreement(s) you have entered into with PayPal (collectively "**PayPal Agreements**") shall apply to your use of the Services. If any inconsistency exists between the terms of the PayPal User Agreement and this Agreement, then, except for PayPal Checkout, the terms of this Agreement shall control in connection with your use of the Services. The terms of the PayPal User Agreement shall control for any inconsistency for PayPal Checkout.

We may amend or otherwise revise this Agreement and any applicable policies from time to time. The revised version will be effective at the time we post it unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice of such changes in accordance with the terms of the **PayPal User Agreement**. By continuing to use our Services after any changes to this Agreement, you agree to abide and be bound by those changes. If you do not agree with any changes to this Agreement, you may, as applicable, terminate your use of the Services before such changes become effective and/or close your account.

1. Credit Report Authorization.

You understand and agree that you are providing PayPal with your "written instructions" in accordance with the Fair Credit Reporting Act, and you are authorizing and acknowledge that PayPal may obtain your personal credit report from a credit bureau for the purpose of your use of the Services. You further understand and agree that you are authorizing PayPal to obtain your credit report on an ongoing basis for account review purposes.

2. Fees and Payment Terms.

the applicable Services can be found on the [Fees page](#). All fees are in United States ("U.S.") Dollars unless otherwise stated.

b. General Payment Terms.

- i. Monthly Fees. Any applicable monthly fees for the Services will be charged in advance, unless otherwise set forth herein or on the [Fees page](#).
- ii. Transaction Fees. For fees charged per transaction, the fee amount will be deducted from the transaction amount at the time of the transaction. You are liable for all claims, expenses, fines, and liability PayPal incurs arising out of your use of the Services.
- iii. Non-Refundable. All fees are non-refundable.

c. Service-Specific Payment Terms.

- i. VT Terms. If you use Virtual Terminal only, you agree to allow PayPal to charge your PayPal account for fees that become due under this Agreement. In the event that PayPal is unable to recover any fee amount that is due from your PayPal account, PayPal may terminate your use of the Services within thirty (30) days of the date that the fee was due and you will remain obligated to pay PayPal for any unpaid amounts. If you use Payments Pro and choose to have your fees under this Agreement charged to your PayPal account, the terms of this Section 2.c.i. apply.
- ii. Payments Advanced and Pro Payflow Terms. If you use Payments Advanced or Payments Pro Payflow, you agree to allow PayPal to charge the credit card or bank account that you provided when you registered for these Services for fees that become due under this Agreement. If you use Payments Pro and choose to have your fees under this Agreement charged to your credit card or bank account, the terms of this Section 2.c.ii. apply.
- iii. Required Use of PayPal-Hosted Pages for PayPal Payments Advanced. Payments Advanced requires the exclusive use of PayPal-hosted templates on your checkout pages to process payments. If you use Payments Advanced to process payment sales or authorizations on non-PayPal hosted pages, you may be charged the higher monthly fee for using Payments Pro Payflow instead of the Payments Advanced monthly fee, but you may not receive full access to all features of Payments Pro Payflow. PayPal may implement this fee increase in its sole discretion at any time with thirty (30) days' prior written notice to you. You agree to terminate your use of the Services if you do not agree to this fee.

d. Promotional Period. If you have signed up for the Services pursuant to a promotional period, you agree to pay any applicable monthly fee upon the expiration of a promotional period offered by PayPal.

e. Failure to Use PayPal Checkout. If you fail to comply with the requirement to use PayPal Checkout described in Section 8, you may be subject to up to a 1% fee increase to your then current Transaction Fee rate. This fee may be included in your initial rate when you first sign up for the Services, or may be added at any time by PayPal with thirty (30) days' prior written notice of the fee increase. You agree to terminate your use of the Services if you do not agree to this fee.

f. Risk Factors Fee. If PayPal determines that your PayPal account receives, or is likely to receive, a disproportionately high number of customer complaints, Reversals, chargebacks, disputes, claims, fees, fines, penalties or other liability (collectively "Risk Factors"), you may be subject to up to a 5% fee increase above your then current Transaction Fee rate. This fee may be added to your initial rate when you first sign up for the Services, or may be added at any time by PayPal with thirty (30) days' prior notice of the fee increase. You agree to terminate your use of the Services if you do not agree to this Fee.

g. Processing Requirements. You agree to submit only any transactions for processing which represent a bona fide, permissible transaction free of liens, claims, and encumbrances other than ordinary sales taxes; as outlined in this

charitable donations being made. You authorize PayPal to submit transactions to and receive settlement from American Express and to disclose transaction and merchant information to American Express to perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes and important transactional or relationship communications. You also agree to ensure data quality and that any Data is processed promptly, accurately and completely, and complies with the Card Companies' technical specifications. You agree not to process transactions or receive payments on behalf of any other party or redirect payments to any other party. You agree not to bill or collect from any cardholder for any purchase or payment on the card unless you have the right to do so under the Card Company Rules.

3. Data Security; Data Protection; Data Portability.

a. **General.** You are fully responsible for the security of data on your website or otherwise in your possession or control. You agree to comply with all applicable laws and rules in connection with your collection, security and dissemination of any personal, financial, Card, or transaction information (defined as "Data") on your website. You must report any Data breach or incident to PayPal and the Card Companies immediately after discovery of the incident.

b. **PCI DSS Compliance.**

i. Merchant PCI Compliance. You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCI DSS), the Payment Application Data Security Standards (PA DSS), and any Card Company data security requirements, as applicable. You agree to promptly provide us with documentation evidencing your compliance with PCI DSS, PA DSS, or other Card Company data security requirements, if requested by us. You also agree that you will use only PCI compliant service providers in connection with the storage, or transmission of Card Data. You must not store CVV2 Data at any time.

Your customers' Card Data is handled by PayPal if: (a) your Service is Payments Advanced, or (b) your Service is Payments Pro Payflow and you choose to activate the "transparent redirect" feature and integrate the feature properly per PayPal's instructions. In order to verify your PCI DSS compliance in connection with these Services, you must complete PCI DSS compliance certification pursuant to the requirements that we notify to you via email.

If you are accessing the Services through a platform service partner, you acknowledge that your platform service partner may offer solutions that help you comply with certain of these Merchant PCI compliance standards. While the platform service partner may help you comply or perform certain obligations on your behalf, you remain liable for compliance with these Merchant PCI Compliance standards.

ii. PayPal PCI Compliance. PayPal agrees that it shall comply with the applicable PCI DSS requirements, as such may be amended from time to time, with respect to all cardholder data received by it in connection with this Agreement. PayPal acknowledges that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of the Merchant, or to the extent that they could impact the security of the Merchant's cardholder data environment.

c. **Data Usage.** Unless you receive the express consent of your customer, you may not retain, track, monitor, store or otherwise use Data beyond the scope of the specific transaction. Further, unless you get the express written consent of PayPal and each Acquiring Bank and/or the Card Companies, as applicable, you agree that you will not use nor disclose the Card Data for any purpose other than to support payment for your goods and services. Card Data must be completely removed from your systems, and any other place where you store Card Data, within 24 hours after you receive an authorization decision unless you have received the express consent of your customer to retain the Card Data for the sole purpose of processing recurring payments. To the extent that Card Data resides on your systems and other storage locations, it should do so only for the express purpose of processing your transactions. All Data and other information

Acquiring Bank or the Card Companies, as appropriate.

If you are using ACP and VT for payments received through a partner platform service provider, you may not be receiving Card Data, but may receive other confidential information about another PayPal customer in order to fulfill the transaction and you will continue to be bound by the terms of our **PayPal User Agreement**.

d. **Password Security.** You agree to restrict use and access to your password and log-on ID to your employees and agents as may be reasonably necessary and you will ensure that each such employee or agent complies with the terms of this Agreement. You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to you to utilize the Services. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to you by PayPal, each Acquiring Bank or the Card Companies.

e. **Audit.** If PayPal believes that a security breach or compromise of Data has occurred, PayPal may require you to have a third-party auditor that is approved by PayPal conduct a security audit of your systems and facilities and issue a report to be provided to PayPal, the Acquiring Banks and the Card Companies. In the event that you fail to initiate an audit within ten (10) business days of PayPal's request, PayPal may conduct or obtain such an audit at your expense. In addition, the Card Companies may conduct an audit at any time, for the purpose of determining compliance with the Card Company Rules.

f. **Compliance with Data Protection Addendum.** You, as a **Merchant**, and PayPal agree to comply with the PayPal Data Protection Addendum for Card Processing Products found [here](#) (the "Data Protection Addendum"), which forms part of this Agreement. The terms of the Data Protection Addendum prevail over any conflicting terms in this Agreement relating to data protection and privacy.

g. **Data Portability.** Upon any termination or expiration of this Agreement, PayPal agrees, upon your written request, to provide your new Acquiring Bank or payment service provider ("**Data Recipient**") with any available credit card information including personal data relating to your Customers ("**Card Information**"). In order to do so, you must provide PayPal with all requested information including proof that the Data Recipient is in compliance with the Association PCI-DSS Requirements and is level 1 PCI compliant. PayPal agrees to transfer the Card Information to the Data Recipient so long as the following applies: (a) you provide PayPal with proof that the Data Recipient is in compliance with the Association PCI-DSS Requirements (Level 1 PCI compliant) by providing PayPal a certificate or report on compliance with the Association PCI-DSS Requirements from a qualified provider and any other information reasonably requested by PayPal; (b) the transfer of such Card Information is compliant with the latest version of the Association PCI-DSS Requirements; and (c) the transfer of such Card Information is allowed under the applicable Association Rules, and any applicable laws, rules or regulations (including data protection laws).

4. Additional Terms for American Express Card Acceptance.

a. American Express may use the information obtained in your application at the time of setup to screen and/or monitor you in connection with Card marketing and administrative purposes.

b. You may be converted from this Agreement to a direct card acceptance agreement with American Express if you reach certain monthly sales volumes. Upon conversion, (i) you will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set your pricing and other fees for American Express Card acceptance.

c. By accepting these terms, you agree to receive commercial marketing communications from American Express. You may opt out by contacting PayPal at (888) 221-1161.

acceptance. As a third-party beneficiary, American Express shall have the right to enforce directly against you the terms of this Agreement as related to American Express Card acceptance. You acknowledge and agree that American Express shall have no responsibility or liability with regard to PayPal's obligations to you under this Agreement.

e. The American Express Merchant Operating Guide, which is incorporated herein by this reference, sets forth policies and procedures governing your acceptance of the American Express Card and can be accessed here: www.americanexpress.com/Merchantopguide.

5. Dynamic Currency Conversion.

You may not perform dynamic currency conversion. This means that you may not list an item in one currency and then accept payment in a different currency. If you are accepting payments in more than one currency, you must separately list the price of each product or service in each currency.

6. Brand Parity.

By using the Services, PayPal permits you to directly accept Cards. With regard to your Card acceptance, you agree to the following:

- a. Where you accept Cards on your website, you will display each Card's logo with equal size and prominence, and you shall not display a preference for, nor discriminate against, one Card over another, including your refund policies for purchases.
- b. You agree to comply with the logo usage standards located at: </webapps/mpp/logo-center>.
- c. You authorize PayPal to provide information regarding your business and individual Card transactions to third-parties for the purpose of facilitating the acceptance and settlement of your Card transactions and in connection with items, including chargebacks, refunds, disputes, adjustments, and other inquiries.

7. Card Not Present.

You acknowledge that PayPal routes and processes transactions, as appropriate, through the Services via the relevant Card Company network(s) as remote (card not present) payments. If you accept a Card that is physically presented to you at the point of sale you acknowledge that the scope of your protection from chargebacks will be limited to the protection that is available for remote payments.

8. Required Use of PayPal Checkout, PayPal Credit.

- a. If you use ACP, Payments Advanced, Payments Pro, or Payments Pro Payflow you must use PayPal Checkout in the following manner:
- i. You must include a PayPal Checkout button either: (1) before you request the shipping/billing address and other financial information from your customers or (2) on the same page that you collect such information if you only use one page for your checkout process.

address, shipping/billing address, and financial information.

b. If you use ACP or Payments Advanced, you must offer PayPal Credit as a payment option on your hosted checkout page as automatically enabled by PayPal. Any offers associated with PayPal Credit that you present outside of the hosted checkout page must be displayed in the manner prescribed and instructed by PayPal and approved by PayPal prior to posting.

9. Fraud Protection.

a. **General.** Subject to the terms set forth in this Agreement, PayPal's Fraud Protection may be made available to Merchants who use ACP and Payments Pro as a fraudulent transaction management tool to help you screen potentially fraudulent transactions based on the settings you may adopt. In the case of Payments Pro, Fraud Protection Services may be made available instead of, or in addition to, Risk Controls, Fraud Management Filters, or Fraud Protection Services described in this Agreement.

The Fraud Protection tool may help Merchant screen potentially fraudulent transactions based on Fraud Protection setting the Merchant selects to adopt. For example, the tool allows you to set filter rules, i.e., to instruct PayPal which transactions PayPal will decline on your behalf based on abstract criteria.

PayPal may provide suggestions or recommendations regarding which filters and settings to use that may be appropriate for your business. These suggestions may take into account your profile and past transaction history.

If you are provided access to Fraud Protection, then it is your responsibility to set the filter rules. Please note: If you set these filter rules too restrictively, you might lose sales volume. We advise you to monitor your filter rules and settings on an ongoing basis. If you use Payments Advanced or Payments Pro Payflow, you may use our Fraud Protection Services. If you use our Fraud Protection Services, you are responsible for setting preferences for the PayPal Fraud Protection Services. It is your responsibility to determine which transactions the Fraud Protection Services will accept or reject based on the authentication information provided by PayPal.

b. **No Warranty; Limitation of Liability.** We do not represent or warrant that Fraud Protection is error-free or that it will identify all potentially fraudulent transaction activity. PayPal shall not be liable for your losses (such as loss of profits) or damages. The sections of the **PayPal User Agreement** on "Indemnification and Limitation of Liability" and "Disclaimer of Warranty and Release" apply to your use of Fraud Protection.

c. **Data Protection.** Merchant may only use Fraud Protection for the purpose of managing its fraudulent transaction risk and for no other purpose. You acknowledge that Fraud Protection does not provide Consumer Reports under the Fair Credit Reporting Act, and you will not use it, or let any other person use it, for the determination of eligibility for personal, family or household credit, loan, employment, or other purpose that would make the results from Fraud Protection be deemed Consumer Reports under the Fair Credit Reporting Act. You may not share use of Fraud Protection with any other person, nor may you disclose to any person the categories provided in Fraud Protection or the results generated from your use of Fraud Protection.

d. **Terms Supplemental.** These terms supplement the **PayPal User Agreement** that governs your use of PayPal's services in general. PayPal reserves the right to suspend, change or cancel PayPal's Fraud Protection at any time as it may determine in its sole discretion. PayPal reserves the right to add additional terms and conditions for continued use of Fraud Protection.

10 Risk Controls for Certain Services

elect to use our Risk Controls which provide you the option of changing our certain controls to accept transactions with a higher likelihood of risk. Eligibility for Risk Controls is determined in PayPal's sole discretion. The following terms apply to your use of the Risk Controls:

a. **Liability.** If you adjust your Risk Controls, in addition to your existing liability for fraudulent transactions, you are liable for all additional risk. It is your responsibility to adjust the Risk Controls to determine whether you want to accept or decline such transactions. You may adjust the Risk Controls on the Risk Controls Overview Page on the PayPal website. If you would like to remove your ability to access Risk Controls, please contact your account manager.

b. **Expanding Acceptance.** You may adjust your Risk Controls to accept certain payments, including:

i. Direct Payments or Virtual Terminal Payments that are unable to verify the cardholder's address through the Address Verification Services. This is also referred to as "AVS No Match."

ii. Direct Payments or Virtual Terminal Payments that do not include a card security code. This is also referred to as "Card Security Code Not Submitted".

iii. All payment types that failed PayPal's proprietary risk models.

c. **Expanding Declines.** You may adjust your Risk Controls to decline payments, including:

i. Direct Payments or Virtual Terminal Payments where the address entered by the cardholder only partially matches the information stored by the issuing bank.

ii. Direct Payments or Virtual Terminal Payments where the Address Verification Service is unsupported or unavailable at the time the payment is processed.

d. **Transaction Reviews.** You may adjust your Risk Controls to review and manually accept payments. Reviewing a payment prevents the funds from being transferred to your Account until you review the payment. If you do not accept a payment within thirty (30) days, it will be reversed. Note that not all payment types can be reviewed.

e. **Rejecting Transactions.** You may not reject a transaction unless, based on various combinations of authentication information, you reasonably determine that the individual requesting the transaction is misrepresenting his or her identity.

11. Fraud Management Filters for Certain Services.

If you use Payments Advanced, Payments Pro, Payments Pro Payflow and VT (as a standalone Service), you may be able to elect to use our fraud management filters. Fraud management filters allow you to accept or reject transactions with a higher likelihood of risk. If you would like to restrict the ability to access fraud management filters, please contact your account manager. Note, not all transactions will be reviewed and there is no guarantee that fraud management filters will prevent losses.

a. **Liability.** If you adjust your fraud management filters, in addition to your existing liability for fraudulent transactions, you are liable for all additional risk. It is your responsibility to adjust the fraud management filters to determine whether you want to accept or decline such transactions.

b. **Adjustments.** You may adjust your fraud management filters to accept, flag, review or deny certain payments, including:

Address Verification Services. This is also referred to as **"AVS No Match"**.

ii. Direct Payments or Virtual Terminal Payments that do not include a card security code. This is also referred to as **"Card Security Code Not Submitted"**.

iii. Direct Payments and Virtual Terminal Payments that failed PayPal's proprietary risk models.

iv. Direct Payments and Virtual Terminal Payments where the address entered by the cardholder only partially matches the information stored by the issuing bank.

v. Direct Payments and Virtual Terminal Payments where the Address Verification Service is unsupported or unavailable at the time the payment is processed.

c. **Transaction Reviews.** Reviewing a payment prevents the funds from being transferred to your Account until you decide to accept that payment. If you do not accept a payment within thirty (30) days, it will be reversed.

d. **Rejecting Transactions.** You may not reject a transaction unless, based on various combinations of authentication information, you reasonably determine that the individual requesting the transaction is likely not the consumer they are representing themselves to be.

12. Chargeback Protection Services.

a. **General.** To be eligible for Chargeback Protection Services, you must have a PayPal business account in good standing, you must be approved by PayPal for such Chargeback Protection Services, and you must:

i. successfully integrate PayPal's Advanced Credit and Debit Card Payments;

ii. successfully integrate the Risk Data Acquisition Service; and

iii. provide additional data as required by PayPal.

PayPal reserves the right to change integration requirements upon notice.

Your application for Chargeback Protection Services will be assessed by PayPal, and we may accept or reject applications at our sole discretion. You are not permitted to enable Chargeback Protection Services or Fraud Protection or Fraud Protection Advanced at the same time. Upon enrolling in Chargeback Protection Services, your use and access to Fraud Protection or Fraud Protection Advanced will be terminated. PayPal reserves the right, in its sole discretion, to cancel or suspend your use of Chargeback Protection Services for any reason it deems appropriate at any time upon reasonable notice to you or immediately if reasonable notice is impracticable in order to maintain the security of PayPal's systems and/or your account is no longer in good standing.

If you are approved and enroll in Chargeback Protection Services, we will waive our right to recover the amount of any unauthorized chargeback and item not received chargeback losses made on "Eligible Transactions" (as defined below) pursuant to the **PayPal User Agreement** (see the 'Refunds Reversals and Chargebacks' section), and we will not charge a chargeback fee pursuant to the PayPal User Agreement. This means, in the event of an Eligible Chargeback, you will keep the transaction amount, and you will not pay any chargeback fee for such transaction. However, you must respond to our requests for documentation and other information within the required timeframe when you enroll in Chargeback Protection Services, as described below ("**Chargeback Protection Services Options**" and "**Establishing proof of delivery or proof of shipment**").

Protection" (both as defined below).

b. Chargeback Protection Services Options. Chargeback Protection Services are available as two different options:

i. "Effortless Chargeback Protection": for chargebacks involving transactions not authorized by the cardholder, as determined by PayPal, you **are not required** to provide proof of shipment or proof of delivery for physical goods or services in order to retain the transaction amount and avoid paying any chargeback fee for such transaction. However, if the chargeback involves transactions where the item was not received by the buyer, you are required to provide proof of shipment or proof of delivery for physical goods or services in order to retain the transaction amount and avoid paying any chargeback fee for such transaction. Proof of delivery or proof of shipment shall be provided to PayPal within two days of receipt of the chargeback claim (or such time period as otherwise specified by PayPal).

ii. "Chargeback Protection": you **are required** to provide proof of shipment or proof of delivery for physical goods or services for Eligible Chargebacks in order to retain the transaction amount and avoid paying any chargeback fee for such transaction. Proof of delivery or proof of shipment shall be provided to PayPal within two days of receipt of the chargeback claim (or such time period as otherwise specified by PayPal).

c. Eligible Chargebacks. Chargeback Protection Services only apply to chargeback claims involving: (i) transactions not authorized by the cardholder, as determined by PayPal; and (ii) transactions where the item was not received ("Item Not Received") by the buyer (collectively "Eligible Chargebacks").

d. Eligible Transactions. Chargeback Protection Services only apply to Eligible Chargebacks on Card transactions processed by PayPal that meet the criteria set forth below ("Eligible Transactions"):

i. Card transactions processed via the Advanced Credit and Debit Card Payments checkout integration; and

ii. Card transactions for goods and services that are not (1) excluded under the terms of the **PayPal User Agreement**, including but not limited to the **Acceptable Use Policy**, or (2) "Ineligible Transactions" (as defined below).

e. Ineligible Transactions. Chargeback Protection Services **do not** apply to chargebacks involving transactions where the item received by the buyer is not what they ordered ("Significantly Not as Described").

Chargeback Protection Services also **do not** apply to items or transactions that are ineligible for PayPal's Seller Protection program ("Ineligible Transactions"). The list of the ineligible items or transactions for PayPal's Seller Protection program are adopted and incorporated by reference, and can be found [here](#).

f. Establishing proof of delivery or proof of shipment. The proof of delivery and proof of shipment requirements of PayPal's Seller Protection program apply to the Chargeback Protection Services and are adopted and incorporated by reference. The proof of delivery and proof of shipment requirements can be found [here](#).

g. Chargeback Protection Services Fees. The fees for the Chargeback Protection Services will vary depending on the Chargeback Protection Services option you select.

You may change your selected Chargeback Protection Services option at any time from the product page [here](#). The change will take effect immediately but will only apply to Eligible Chargebacks received for transactions that occur on or after the date you change the Chargeback Protection Services option. For the purpose of illustration:

For example, if you change your selection from the "Effortless Chargeback Protection" option to the "Chargeback Protection" option on September 1, but an unauthorized chargeback or Item Not Received chargeback is filed in relation to a transaction that occurred on August 1, you must still pay the higher "Effortless Chargeback Protection" fee on such transaction, but you will not be required to provide proof of shipment or proof of delivery for unauthorized chargeback only transaction. For any unauthorized chargebacks or item not received chargebacks filed on transactions that occur or

shipment or proof of delivery in accordance with the "Chargeback Protection" requirements.

h. Chargeback Recovery by PayPal. If you have provided us with incorrect information (for example, with respect to your business type) during the application process for Chargeback Protection Services or during sign up for a PayPal account, we are entitled to recover all our chargeback losses from you (including for past transactions prior to us discovering that the information provided was incorrect). We are also entitled to recover all our chargeback losses from you if you violate the **PayPal User Agreement** (for example, if you engage in a Restricted Activity), the **Acceptable Use Policy** or this Agreement.

13. Account Updater Service for Certain Services.

If you use Payments Advanced, Payments Pro, Payments Pro Payflow and VT (as a standalone Service), you may be able to elect to use our Account Updater Service.

a. Description. Subject to the terms of this Section, the Account Updater Service allows PayPal to send the applicable Card Data of eligible Cards to one or more third party sources, and use information available to PayPal, to check and update the applicable Card Data. Following these checks, the applicable updated Card Data relating to Merchant's customers, if any, is processed and stored by PayPal at Merchant's direction and on the Merchant's behalf for (i) recurring transactions using the Recurring Billing or Recurring Payments or (ii) other eligible transactions using the Services. PayPal will either provide Merchants with email notification that the Account Updater Service has been activated on such Merchants' account(s) or allow Merchants to enable the Account Updater Service on their account(s) through their PayPal account settings. Merchants may elect to discontinue use of the Account Updater Service at any time by providing written notice to PayPal of such election or by such other means as may be determined by PayPal regarding the requirements for such Merchants to discontinue use of the Account Updater Service.

b. Permitted Use. Merchant acknowledges and agrees that the Account Updater Service is provided solely for the purpose of updating applicable Card Data to enable Merchant's acceptance of transactions using the applicable Services. Merchant shall not use the Account Updater Service for any other purpose, including, without limitation, the use of any portion of the Account Updater Service data in connection with the development of any other service or product.

c. Merchant Obligations. Merchant shall fully comply with applicable law and the Card Company Rules in connection with its use of the Account Updater Service. Further, Merchant shall provide its customers, whose Card(s) is/are eligible for the Account Updater Service, with all disclosures required under applicable law to enable Merchant to use the Account Updater Service to update the customer's Card(s). The foregoing shall include, but shall not be limited to, incorporating promptly into Merchant's standard terms and conditions, privacy policy, and/or other customer facing documentation, any language required by applicable law or the Card Company Rules. Merchant shall also provide adequate disclosures to make clear to customers that if they do not want their applicable Card Data updated, they may request Merchant to remove their Card that is being stored by PayPal and/or terminate their recurring transaction agreement with Merchant.

d. Accuracy of Information. Merchant acknowledges that the Account Updater Service may only be accurate to the extent a card issuing bank and a customer participate, and that many card issuing banks and customers may not participate. Merchant acknowledges and agrees that the Account Updater Service may rely upon information, Card Data, and services provided to PayPal by third parties.

e. Cessation of Account Updater Service. PayPal may immediately cease offering or providing the Account Updater Service to Merchants at any time upon email notice to Merchants.

14. Recurring Billing/Recurring Payments Consent for Certain Services.

Service). If you are using the Recurring Billing or Recurring Payments feature you agree that it is your responsibility to comply with Card Company Rules, applicable law, including the Electronic Funds Transfer Act (Reg E), including by capturing your customers' agreement to be billed on a recurring basis.

15. No Warranty.

THE SERVICES AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAYPAL MAKES NO WARRANTY THAT THE SERVICES WILL BE CONTINUOUS OR ERROR-FREE. PayPal does not guarantee, represent or warrant that the Services and related features that enable you to detect or minimize fraudulent transactions will discover or prevent all non-valid or fraudulent transactions. PayPal is not responsible for any non-valid or fraudulent transactions that are processed.

16. Reserves and other Protective Actions.

If, in our sole discretion, we believe there may be a high level of risk associated with you, your PayPal account, your business model, or your transactions we may take certain actions in connection with your Account and/or your use of the Services.

a. **Reserves.** PayPal, in its sole discretion, may place a Reserve on funds held in your PayPal account when PayPal believes there may be a high level of risk associated with your Account. If PayPal places a Reserve on funds in your PayPal account, they will be shown as "pending" in your PayPal Balance. If your PayPal account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the reserve. The terms may require that a certain percentage of the amounts received into your PayPal account are held for a certain period of time, or that a certain amount of money is held in reserve. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

b. **Additional Actions.** We may take other actions we determine are necessary to protect against the risk associated with your PayPal account including requesting additional collateral from you such as a letter of credit or a personal guarantee. PayPal may contact your customers, on your behalf, in the event that PayPal is investigating potential fraud.

c. **Information.** In order to determine the risk associated with your PayPal account, PayPal may request at any time, and you agree to provide, any information about your business, operations or financial condition. We reserve the right to reassess your eligibility for any Service if your business is materially different from the information you provided in your application.

17. Termination.

a. **By Merchant.** You may terminate your use of the Services at any time. Merchant may terminate its acceptance of American Express at any time upon notice.

b. **By PayPal.** PayPal may terminate your use of the Services if:

i. You fail to comply with the terms of, or are unable to pay or perform your obligations under, this Agreement or any of the PayPal Agreements that apply to the Services;

associated with your PayPal account or for any other reason, or upon request by any Acquiring Bank or any of the Card Companies.

iii. You violate any Card Company Rule as they may be amended by the Card Companies from time to time.

c. **Effect of Termination.** If your use of any Service is terminated, you agree to complete all pending Card transactions, immediately remove all logos for Cards, and stop accepting new transactions through such Service. You will not be refunded the remainder of any applicable Monthly Fees that you have paid for such Service.

18. PayPal is Your Agent for Receiving Payment.

You represent and warrant to PayPal that each transaction that you process through the ACP, PayPal Payments Pro, or VT Services is solely in payment for your provision of bona fide goods and/or services to your customers (each, a "Payor"). You hereby designate PayPal, and PayPal hereby agrees to serve, as your limited agent for the sole purpose of receiving such payments on your behalf from your Payors. You agree that upon PayPal receiving payment from a Payor: (a) you shall be deemed to have received payment from such Payor, (b) such Payor's obligation to you in connection with such payment shall be satisfied in full, (c) any claim you have for such payment against such Payor shall be extinguished and (d) you are obligated to deliver the applicable goods and/or services to the Payor, in each case regardless of whether or when PayPal remits such payment to you. PayPal will remit to you in accordance with this Agreement or apply as an offset to any obligation you may have to PayPal, any such payments it receives on your behalf. Any receipt provided to the Payor shall be binding on you and shall satisfy all applicable regulatory requirements. This paragraph states the entirety of PayPal's duties as your agent for receipt of payment, and no other duties shall be implied by PayPal's undertaking to act in that capacity.

19. General.

a. **Law and Forum for Disputes.** Except as otherwise agreed by the parties or as described in the **PayPal User Agreement**, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in either Santa Clara County, California, or Omaha, Nebraska. You agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, or Omaha, Nebraska for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of California, without regard to conflict of law provisions.

b. **Indemnification.** You agree to defend, indemnify and hold PayPal, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third-party due to or arising (i) out of your breach of this Agreement; (ii) your use of the Services, including, without limitation, chargebacks, refunds, and Card Company fines and penalties; (iii) your fraudulent transaction or data incidents.

c. **No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

d. **Compliance with Laws.** You agree to comply with all applicable laws, rules, or regulations, including the Card Company Rules.

e. **Complete Agreement.** This Agreement, along with the **PayPal User Agreement** and any applicable policies and agreements on the **Legal Agreements** page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to your use of the Services. If any provision of this Agreement is held to be invalid or unenforceable,

transactions via a Service is also subject to a Commercial Entity Agreement you have with each of the Acquiring Banks.

20. Definitions.

"Account Monitoring Service" means the optional Service associated with Payments Pro Payflow that receives notifications of suspicious activity, as described in more fully on the PayPal website.

"Account Updater Service" means the Service in which PayPal may update applicable customer Card Data of eligible Cards using information and third-party sources available to PayPal, as further described in Section 13. In providing this Service, PayPal may obtain, on Merchant's behalf, applicable updated customer Card Data of eligible Cards from participating card issuing banks and other third-party sources for use in the processing of Merchant's Recurring Billing, Recurring Payments, or other eligible transactions using the Services.

"Acquiring Bank" means each of the financial institutions PayPal partners with to process your Card payments, including your Direct Payments and VT Payments, and each of your Card funded PayPal Checkout payments, and with whom you entered into a Commercial Entity Agreement.

"Advanced Credit and Debit Card Payments" means the suite of functionality consisting of the Advanced Credit and Debit Card Payments API (as the standard online interface) and Fraud Protection (as an optional additional Service).

"Advanced Fraud Management Filters" means the optional feature associated with Payments Pro and Virtual Terminal that allows you to use additional filters and toggles to help protect you from fraud and chargebacks, as described in more detail on the PayPal website.

"Agreement" has the meaning provided in the first paragraph of this Agreement.

"American Express" means American Express Travel Related Services Company, Inc. and its affiliates.

"API" means PayPal's proprietary application programming interfaces used to interface with the PayPal systems in order to use certain Services.

"Buyer Authentication Service" means the optional Service associated with Payments Pro Payflow that enables you to integrate Visa's Verified by Visa and MasterCard's SecureCode into Payments Pro Payflow, as described in more detail on the PayPal website.

"Card Company(ies)" means a company or group of financial institutions that promulgate rules to govern Card transactions via bankcard and payment networks including, but not limited to, MasterCard, Visa, Discover, American Express, as well as US debit networks, including Star, Nyce, Pulse, and Accel.

"Card Company Rules" means the rules and regulations governing acceptance of Cards. Rules are available for Visa, MasterCard, American Express, Discover, and for Star, Nyce, Pulse, and Accel upon request, each as updated from time to time.

"Card Data" means a cardholder's account number, expiration date, and CVV2.

"Card(s)" means payment cards branded with the logos of (i) Visa, MasterCard, American Express, Discover; and (ii) US debit networks, including Star, Nyce, Pulse, and Accel.

"Chargeback Protection Services" means the optional service that provides protection for eligible Advanced Credit and Debit Card Payments from "unauthorized" and "item not received" chargebacks, as further described herein.

back of the Card. On American Express Cards, it is printed on the front of the Card above the Card number.

"Data" has the meaning provided in Section 3.a.

"Data Recipient" has the meaning provided in Section 3.g.

"Direct Payment" means a payment processed by PayPal through the Direct Payment API that is funded directly by a Card and not through a PayPal account.

"Fraud Protection" means the optional Service associated with ACP and Payments Pro that allows you to access additional risk management features that may help protect you from potentially fraudulent transactions, as described in more detail on the PayPal website.

"Fraud Protection Services" means the optional Service associated with Payments Advanced and Payments Pro Payflow, that allows you to access additional risk management features to help protect you from fraud and chargebacks.

"Monthly Sales Volume" means the total payment volume processed by you through any Service using any payment method, which is used for determination of fees as set forth on the **Fees page**.

"Online Card Payment Services" means the suite of payment processing services offered by PayPal which provide merchants with the ability to accept and receive credit and debit card payments on a website or mobile application where cardholders enter their own Card Data, or by merchants manually entering Card Data given to them by a cardholder. For purposes of this Agreement, these services include Payments Advanced, Payments Pro, Payments Pro Payflow, Advanced Credit and Debit Card Payments, and Virtual Terminal.

"Payments Advanced" means PayPal Payments Advanced (also known as Website Payments Pro Payflow Link Edition), which is the suite of Services consisting of PayPal Checkout, PayPal Credit, and Direct Payments Services as standard, and that provides PayPal-hosted checkout, as described in more detail on the PayPal website. Optional additional Services include Fraud Protection Services and Recurring Billing, which are all more fully described on our website.

"Payments Pro" means PayPal Payments Pro (Website Payments Pro), which is also known as Website Payments Pro, and is the suite of Services consisting of PayPal Checkout, Direct Payments, Virtual Terminal, and Fraud Management filters as standard, as described in more detail on the PayPal website. Optional additional Services include Advanced Fraud Management Filters, Fraud Protection and Recurring Payments, which are all more fully described on our website.

"Payments Pro Payflow" means PayPal Payments Pro (Website Payments Pro Payflow Edition), which is also known as Website Payments Pro Payflow Edition, and is the suite of Services consisting of PayPal Checkout, PayPal Credit, Direct Payments, and Virtual Terminal services as standard, and that provides full checkout page customization, as described in more detail on the PayPal website. Optional additional Services include Fraud Protection Services and Recurring Billing, which are all more fully described on our website.

"Payor" has the meaning provided in Section 18.

"PayPal Agreements" has the meaning provided in the second introductory paragraph of this Agreement.

"PayPal Checkout" means the Service where PayPal is a payment option on a Merchant's website at checkout, with payments being processed by PayPal through the PayPal Checkout APIs and funded directly from a User's PayPal account.

"PayPal Credit" means the open-end, consumer credit account issued by Synchrony Bank. It is available to U.S. consumers who are of legal age in their state of residence and is subject to credit approval.

"PayPal Services" or **"Services"** means the Online Card Payment Services or other offerings identified or otherwise provided pursuant to this Agreement. Such services may be described more fully on our website.

account, as it may have been amended from time to time. The **PayPal User Agreement** currently in effect can be accessed via the Legal Agreements link in the footer of nearly every page on the PayPal website.

"Recurring Billing" means the optional feature associated with Payments Advanced and Payments Pro Payflow that, with the consent of your customer, enables you to set up payments that recur at specified intervals and frequencies as described in more detail on the PayPal website.

"Recurring Payments" means the optional feature associated with ACP, Payments Pro and VT that, with the consent of your customer, enables you to set up payments that recur at specified intervals and frequencies, as described in more detail on the PayPal website.

"Risk Controls" means the optional feature available to certain users of the applicable Services that provide a Merchant with the option of changing certain controls to accept or decline transactions with a higher likelihood of risk.

"Risk Data Acquisition Service" includes but is not limited to the Fraudnet, Magnes, and STC integrations.

"Risk Factors" has the meaning provided for in Section 2.f.

"Transaction Fees" means the fees described in Section 2.b.ii. of this ACP/VT Agreement and set forth on the **Fees page**. Note, if you use certain optional Services, certain additional fees may apply to your transactions on a per transaction basis, as outlined in Section 2(c); however, these are not included in this definition.

"Virtual Terminal" or **"VT"** means the Service that enables you to receive a Card payment by manually entering Card Data given to you by a customer.

"VT Payment" or **"Virtual Terminal Payment"** means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a Card and not through a PayPal account.