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# PayPal Seller Protection Policy

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## General

PayPal protects the recipient of a PayPal payment made by a customer (the “**Payment Recipient**”) from the following cases, provided the requirements mentioned under Sections 2 and 3 have been met (“**Seller Protection**”):

- a. Reversals of bank account payments; including all risks of direct debiting (non-sufficient funds, unauthorized access, returns).
- b. Chargebacks from credit card payments.
- c. Reversals due to unjustified claims under the terms of PayPal Buyer Protection or the PayPal Standard Buyer Complaint Process.
- d. Chargebacks from payments not authorized by the owner of the PayPal Account (“**Unauthorized Payment**”), except for any Unauthorized Payment initiated in an environment not hosted by PayPal.

Seller Protection only applies if the reversal or credit card Chargeback was issued against you for the reason:

The payment was unauthorized; or

Reversal or credit card Chargeback or PayPal Buyer Protection Claims are due to the Buyer not receiving the item and PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 4 below, subject to the further

provision of this PayPal Seller Protection Policy (including, without limitation, the Eligibility Requirements at Section 3).

There is no Seller Protection if reason of the reversal or Chargeback is that the item was not as described.

PayPal will restrict the access of the Payment Recipient to the payment amount whenever a Buyer issues a credit card Chargeback or a bank account reversal, or files a Claim under the terms of PayPal Buyer Protection or a PayPal Standard Buyer Complaint claim, or when payments not authorized by the owner of the PayPal Account have been made. In this case, the Seller has no access to the payment amount (except in the case of payment method PayPal payment upon installment service; here special conditions apply).

This means that the payment amount will display as negative Balance in the PayPal Account of the Payment Recipient, who temporarily will not be able to access the payment amount.

PayPal will lift this temporary hold when the requirements for Seller Protection set out below have been met.

Please read the PayPal Buyer Protection Policy to understand how a Claim against you may arise. If you sell to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your targets buyers are based (the relevant PayPal Buyer Protection policies are available through the drop-down menu at <http://www.paypal.de/agb>) as these policies will apply to you as a Payment Recipient or Seller.

## **Coverage**

The item purchased must be a tangible, physical item that can be shipped.

Further, the following items/cases are not covered:

Non-tangible goods, services, gift vouchers, airline tickets, downloads, licenses for digital content, and other non-physical goods,

Vehicles with a motor, especially automobiles, motorcycles, boats and aircrafts,

Items that cannot be shipped,

Items picked up by the Buyer,

Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards),

Payments made in respect of financial products and investments,

Donations,

Payments made in respect of gold (whether in physical form or in exchange-traded form),

PayPal Mass Payments transactions.

Disbursements on eBay made via PayPal are not covered, as in connection with such disbursements on eBay no Buyer Protection Claims are enforced against the PayPal Account, unless the Seller consents in the individual case to a refund. This does not affect the right of PayPal to set off any available funds in the Account against a negative Balance (see clause 5.2 of the PayPal User Agreement).

Payments for all other kind of items are covered by this Seller Protection Policy.

## **Eligibility**

PayPal protects the Payment Recipient when the following requirements are met.

### **3.1 Payment completed**

The status of a payment received has once been shown to the payment recipient as being “completed”.

### **3.2 Timely replies to requests**

The payment recipient replies to any requests PayPal may have in regards

to the temporarily held payment amount within the period set out by PayPal; generally, this would be within 7 to 10 days. Replies usually are to be provided online on the PayPal Website(s) or by e-mail. Such requests may comprise documentation or verification of due delivery of an item, which may be requested by PayPal to a reasonable extent for the investigation of the transaction.

### **3.3 One single payment**

The Payment Recipient has received the payment as a single payment from a single PayPal Account (no instalments, except in the case of payment method PayPal payment upon installment service; here special conditions apply), no down payments, no deposits, no deferred payments).

### **3.4 No violation of the PayPal Acceptable Use Policy**

The item paid for does not violate the [PayPal Acceptable Use Policy](#).

### **3.5 Proof of shipment provided**

The Seller has shipped the item and PayPal is provided proof of shipment as set out in Section 4.

In case the payment recipient has already refunded the payment amount, he/she may provide a proof of refund in place of a proof of shipment.

### **3.6 Shipment to shipping address in Transaction Details**

The Seller has sent the item to the shipping address as stated on the Transaction Details page. Seller Protection does not apply in cases where the Buyer picks up the item or the Seller personally delivers it or posts to an address different than the one state on the Transaction Details page.

### **3.7 Timely shipment**

For the Payment Recipient to be covered by Seller Protection in case of item not received, the Seller must have shipped the item within 7 calendar days after receiving the payment. This does not apply to pre-ordered or made-to-order goods that are sold on eBay where postage is required within the timeframe specified in the item listing.

## **Proof of shipment**

## **4.1 General**

The Payment Recipient proves the shipment of an item within the time frame requested by PayPal (usually 7-10 days) by providing an online tracking number of an independent shipping service or a shipping receipt issued by an independent shipping service (each a proof of shipment), which may be uploaded via the PayPal Website(s). Where PayPal cannot trace the shipment based on the online tracking number, because the information is not anymore available online, the online tracking number is not sufficient as a proof of shipment.

## **4.2 Valid proof of shipment**

### **4.2.1 Necessary content of proof of shipment**

PayPal accepts a proof of shipment as long as the following information is included:

- a.** Name of the shipping service provider,
- b.** Shipping date,
- c.** Name and address of the recipient (this information must match the name and address shown on the Transaction Details page),

**4.2.4.** Name and address of the sender This information must match the Seller's name and address)

Below is a non-conclusive list of shipping service providers we usually accept to issue proof of shipment based on the requirements set out above. Yet the Payment Recipient is obliged to make sure that the proof of shipment contains all necessary information as set out above in the individual case.

Deutsche Post AG / DHL (please note that not all products comply with the requirements of this clause 4.2, such as small parcels without proof of shipping (in German: "*Päckchen*") and letters (letters include consignment, book shipments (in German: "*Büchersendung*") and "*Maxibrief*" formats),

GLS,

DPD,

Hermes,

UPS,

FedEx,

TNT.

In addition, shipping receipts of registered mail (in German: “*Einschreiben*”) by Deutsche Post AG are also accepted as proof of shipment, provided the shipping receipt show both shipping date and the name of the recipient.

The name of the recipient must in any case match the name shown on the Transaction Details page.

## **Final Provisions**

### **5.1 Additional information and receipts**

PayPal reserves the right to request information and receipts, and may restrict the Payment Recipient's access to its PayPal Account, in case PayPal has strong suspicion that the Payment Recipient acted with fraudulent intent. PayPal also reserves the right not to provide any coverage in such cases.

### **5.2 Passing on of fees**

PayPal reserves the right to pass on any fees charged by credit card providers or banks for credit card chargebacks or bank account reversals to the Payment Recipient, in case the requirements as set out in Section 3 are not met.

### **5.3 Right to collect**

PayPal reserves the right to collect the payment amount, disputed in terms of this PayPal Buyer Protection on eBay or PayPal Standard Buyer Complaint Process claim for other online sales, from the payment recipient, in case the requirements as set out in Section 3 are not met.

### **5.4 Right of modification**

PayPal reserves the right to modify or abandon this Seller Protection Policy at its sole discretion and without naming reasons. In case of

abandonment of the program, any open Claims will still be processed until a final decision has been reached.

### **5.5 Review of shipping information**

PayPal is granted the right to review shipping information of the shipping service used in order to verify shipping of an item. To the extent necessary, the Payment Recipient will procure that PayPal is granted access to such information.