

User Agreement for Trincmoney Conversion Services.

This Agreement contains the complete terms and conditions that apply to your participation in the Trincmoney.com Conversion Service and supersedes all other agreements entered into between you and Trinc Limited of P.O. Box 73946 Nairobi – 00200 (Trincmoney.com) with respect to the Trincmoney Conversion Services. These terms and conditions take effect on the date of publication. By participating in or continuing to use the Trincmoney Conversion Service you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions.

Trincmoney is a web interface hosted on www.trincmoney.com that facilitates conversion from PayPal's electronic value in US Dollars to MPESA's electronic value in Kenya Shillings. You acknowledge that (i) Trincmoney is not a bank and the Service is a payment processing service rather than a banking service, and (ii) Trincmoney is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian (iii) Trincmoney is not a money transfer service (iv) Trincmoney is governed by the terms and conditions and transaction limits of MPESA and PayPal services.

“M-PESA Services” or “M-PESA” means the money transfer services provided by Safaricom Limited of P.O. Box 66827 Westlands, Nairobi – 00800 and is governed by MPESA's terms and conditions appended at the bottom of this document.

PayPal is a service fully run by PayPal, Inc. and is governed by the terms and conditions appended to the bottom of this document.

MPESA Transaction Reference is the alphanumeric code that distinguishes every transaction made on the MPESA system. To facilitate a successful conversion one must complete a valid MPESA transaction to the Trincmoney's MPESA number +254707180874, and avail the unique MPESA Transaction Reference.

PayPal Transaction Reference is the alphanumeric code that distinguishes every transaction made on the PayPal system. To facilitate a successful conversion from PayPal value to MPESA value one must complete a valid PayPal transaction to the Trincmoney's PayPal E-Mail address money@trinc.co.ke, and avail the unique MPESA Transaction Reference.

Mobile Number is the mobile number provided by the person wishing to convert MPESA to PayPal or PayPal to MPESA that is registered with the MPESA service.

PayPal Account E-mail address is the E-Mail address provided by the person wishing to convert MPESA to PayPal or PayPal to MPESA that is registered with the PayPal service.

Successful Conversion from MPESA to PayPal is the result of a customer making a successful MPESA transaction to the Trincmoney MPESA account +254707180874 and validating the details of the transaction on the web interface www.trincmoney.com . Trincmoney will then verify the validity of the transaction before sending the customer the equivalent value in US Dollars, less transaction charges, to their PayPal account.

Successful Conversion from PayPal to MPESA is the result of a customer making a successful PayPal transaction to the Trincmoney PayPal account on money@trinc.co.ke and validating the details of the transaction on the web

interface www.trincmoney.com . Trincmoney will then verify the validity of the transaction before sending the customer the equivalent value in Kenya Shillings, less transaction charges, to their MPESA account.

Validating a transaction via www.trincmoney.com is the process where the user visits the website www.trincmoney.com and enters the details pertaining to the transaction whose value they wish to convert. These details include Name, MPESA or PayPal transaction reference, PayPal Account E-mail address and MPESA account mobile number.

Transaction Charges are the charges payable in Kenya Shillings to Trinc Limited for facilitating a successful conversion from PayPal to MPESA or a successful conversion from MPESA to PayPal. These charges are subject to change at the discretion of Trincmoney.

Conversion Reversal or Refund is the process resulting from a non-successful conversion. In the event of a non-successful conversion from PayPal to MPESA where the customer has completed a successful PayPal transaction and fails to validate it via www.trincmoney.com, a refund can be processed at the written request of the customer. Trincmoney will refund the PayPal value, less the refund charges, to the customer's PayPal account. In the event of a non-successful conversion from MPESA to PayPal where the customer has completed a successful MPESA transaction and fails to validate it via www.trincmoney.com, a refund can be processed at the written request of the customer. Trincmoney will refund the MPESA value, less the refund charges, to the customer's MPESA account.

Refund Charges are the charges payable in Kenya Shillings to Trinc Limited for facilitating a Conversion Reversal or refund. These charges are subject to change at the discretion of Trincmoney.

User agreement for PayPal™ Service

Note: The User Agreement below will be replaced on June 4, 2003, for all PayPal accounts that signed up prior to February 7, 2003. PayPal accounts that signed up on or after February 7, 2003 are bound by the terms of the new User Agreement. To view the new User Agreement, [click here](#).

This User Agreement ("Agreement" or "User Agreement") is a contract between you and PayPal, Inc. and applies to your use of the PayPal payment service and any related products and services (collectively the "Service"). This Agreement affects your rights and you should read it carefully. We encourage you to print the Agreement or copy it to your computer's hard drive for your reference. For additional information about the Service and how it works, please also consult the PayPal Help Center. In this Agreement, "you" or "your" means any person or entity using the Service ("Users"). Unless otherwise stated, "PayPal," "we" or "our" will refer collectively to PayPal, Inc. and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

By clicking "I Agree", "I Accept", "Process Conversion"; or by submitting payment information through the Service you agree to the terms and conditions of this Agreement, the PayPal Privacy Policy, and any documents incorporated by reference. You further agree that this User Agreement forms a legally binding contract between you and PayPal, and that this Agreement constitutes "a writing signed by You" under any applicable law or regulation. Any rights not expressly granted herein are reserved by PayPal, Inc. This Agreement is subject to change by PayPal without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the PayPal website. Descriptions of material amendments to this Agreement will be posted in advance on the PayPal website in the "Policy Updates" section that is displayed to you when you log in to your account. You can also set your Preferences to receive e-mail notification of all policy updates. You may review the current Agreement prior to initiating a transaction at any time at our User Agreement page.

Unless otherwise specified, all references to a "bank" in this Agreement include savings associations and credit unions, and all references to a "credit card" include Visa- and MasterCard-branded debit cards. This Agreement was last modified on January 16, 2003.

I. The Legal Relationship between You and PayPal

By registering for the Service, you appoint PayPal as your agent to process payments on your behalf in accordance with your instructions, subject to the terms and restrictions of this Agreement. PayPal will at all times hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge that (i) PayPal is not a bank and the Service is a payment processing service rather than a banking service, and (ii) PayPal is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian.

You are not required to keep funds in the PayPal system (i.e., carry a balance in your PayPal agency account) in order to use the Service. If you do carry a U.S. Dollar balance in your PayPal account and do not enroll in the PayPal Money Market Fund, PayPal will pool your funds together with funds from other Users, and will place those funds in accounts at one or more FDIC-insured banks ("Pooled Accounts"). You agree that any earnings on the Pooled Accounts will be the property of PayPal, and you will not receive interest or other earnings on the funds that PayPal handles as your agent. Balances held in currencies other than U.S. Dollars will not be placed with the FDIC-insured banks.

If you enroll in the Money Market Fund, PayPal's subsidiary PayPal Asset Management Inc. will act as your agent to transfer any U.S. Dollar balance in your PayPal account on a daily basis to purchase shares in the Money Market Fund. Thereafter, payments that you send through PayPal will be funded by a redemption of your shares in the Money Market Fund. For more information on the Money Market Fund, please review prospectus.

By initiating and sending payments through the Service or adding funds to your balance, you appoint PayPal as your agent to obtain the funds on your behalf and to transfer the funds to the recipient that you designate or to a Pooled Account, subject to the terms and restrictions of this Agreement. PayPal will obtain the funds first by debiting your funds in the Pooled Accounts or redeeming your shares in the Money Market Fund, if any. If this is not sufficient to fund your payment fully, PayPal will obtain the remaining funds per your instructions by debiting a bank account that you designate or charging your credit card. When you send a payment, until that payment is accepted by the recipient (which may occur instantly), you remain the owner of those funds and PayPal holds those funds as your agent, but you will not be able to withdraw those funds or send the funds to any other recipient unless the initial transaction is cancelled.

By receiving payments through the Service, you appoint PayPal as your agent to cause the funds to be deposited on your behalf in the Pooled Accounts until you further instruct PayPal with respect to the transmission of your funds. Through the PayPal website, you may provide instructions to withdraw the funds, enroll in an automatic sweep of the funds into the PayPal Money Market Fund or transfer the funds to a third party, in each case subject to the terms and restrictions of this Agreement. If you receive a notice that a payment has been sent to you through PayPal but you have not registered for the Service, PayPal will not become your agent and you will have no claim to those funds unless and until you register for the Service and indicate your acceptance of the payment. If you register for a Premier or Business account and intend to accept credit card payments, you will be receiving services provided by Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, LLC (collectively "Wells Fargo"), and the terms of Article VIII (Additional User Agreement for Premier and Business Accounts) will govern your rights, obligations and liabilities with respect to such credit card transactions.

II. User Responsibilities

As of January 1, 2002, you must be at least 18 years of age to register for an account and use the Service. Additionally, if your credit report reflects an unacceptable level of risk, you will not be eligible to use the service.

No Multiple Accounts. Should you register for more than one Personal Account, PayPal reserves the right to terminate all of your accounts and will restrict you from the system going forward. Users may register and hold one Personal Account and either one Premier or one Business Account.

Registration Information. You agree to provide true, accurate and complete registration information and to maintain and promptly update your information as applicable. You agree not to impersonate any other person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, PayPal has the right to terminate your use of the Service and PayPal, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. If your application is for a Premier or Business account, you may be required to furnish more detailed information in order to be in compliance with VISA/MasterCard rules. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Wells Fargo and the VISA/MasterCard associations have the right to require that PayPal terminate your account.

You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your registration. This may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases.

Non-U.S. Use. To be eligible for an account, you must be a resident of the United States or one of the approved countries listed below:

Argentina

Australia

Anguilla

Austria

Belgium

Brazil

Canada

Chile

China

Costa Rica

Denmark

Dominican Republic

Finland France

Germany

Greece

Hong Kong

Iceland

India

Ireland

Israel

Italy

Jamaica

Japan

Luxembourg

Mexico Netherlands

New Zealand

Norway

Portugal

Singapore

South Korea

Spain

Sweden

Switzerland

Taiwan

United Kingdom

All fees are set forth in the Fee Schedule. All fees will be assessed in the currency of the payment, and all transactions may be subject to exchange rates. If you maintain a PayPal account balance in more than one currency, we will always disclose the amount of money in your account in the currency in which that balance is held. In addition, if you maintain balances in more than one currency, your current total account balance will be displayed in the currency of your primary balance. For additional information about the currencies available for the PayPal Service, see sections III.7 Sending Payments: Multiple Currencies, and IV.7 Receiving Payments: Multiple Currencies, below.

Non-U.S. Users in some countries may not use the Service to receive payments, and may only use the Service to send payments. These countries are designated on the PayPal International page. IT IS PAYPAL'S ASSUMPTION THAT NON-U.S. USERS ARE SIGNING UP FOR A PAYPAL ACCOUNT ONLY AFTER DETERMINING THAT OPENING AND MAINTAINING A PAYPAL ACCOUNT VIOLATES NO LAWS OR REGULATIONS IN THEIR RESPECTIVE COUNTRY AND JURISDICTION. If you are a non-U.S. user, you warrant that you are violating no law or regulation by your use of PayPal, and you indemnify us for any and all liability that might arise from your use of PayPal.

Prohibited Transactions. You agree that you will not use PayPal to accept payment for illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties. You will not use the Service, the PayPal website or any of the services offered therein for any unlawful or fraudulent activity. If PayPal (or Wells Fargo, in connection with processing credit card transactions) has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Service may be suspended or terminated. Further, if such behavior involved a MasterCard or VISA credit card transaction, it may result in you/your business being prevented from registering for payment acceptance through any payment provider or directly with any bank acquirer operating under license to either the MasterCard or VISA card associations. You will cooperate fully with PayPal Wells Fargo, MasterCard or VISA to investigate any suspected unlawful, fraudulent or improper activity, including but not limited to granting authorized PayPal representatives "guest" or "member" access to any password-protected portions of your website.

You also agree not to use your PayPal account to sell goods with delivery dates delayed more than 20 days from the date of payment, or to sell securities, business opportunities, franchises or multi-level marketing or goods with delivery delayed more than 20 days from the date of payment. You agree not to impersonate a PayPal User or a PayPal representative, or to request that a PayPal customer provide you with their password or other information to access their account.

Electronic Communications. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from PayPal in electronic form. Electronic Communications may be posted on the pages within the PayPal website and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. PayPal reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying PayPal of your decision to do so by contacting us through this form or by telephoning customer service. If

you revoke your consent to receive Communications electronically, PayPal will terminate your right to use the Service

Correct E-mail. You agree and warrant that you have access to the internet and to a current functional personal e-mail address. Although we will take reasonable steps to contact you based on information that you have provided us, PayPal will not be liable for any undelivered e-mail communications or any costs you incur for maintaining internet access and an e-mail account. You have an **AFFIRMATIVE OBLIGATION** to provide PayPal with a correct and operational e-mail address, and to notify PayPal promptly as to any changes or cancellations of any and all e-mail addresses you provide PayPal. Failure to provide PayPal with a current, working, functional, personal e-mail address, and/or failure to update PayPal in a change or cancellation of your e-mail address, or if PayPal has reason to believe that either have occurred may result in any or all of the following, non-exclusively: (1) the removal or deactivation by PayPal of a non-functional e-mail address from your account; (2) the replacement of a secondary e-mail address as a new permanent e-mail address associated with your account; (3) an alteration to your user preferences regarding PayPal e-mail notifications; and/or (4) attempts by PayPal to reach you personally by phone, fax or postal mail. PayPal reserves the right to take measures to ensure the integrity of its contact directory, and expects that you, as a user, will cooperate and keep your contact information current.

No Framing. Because PayPal members are warned never to enter their PayPal account password into any page whose URL does not begin with <https://www.paypal.com/>, the use of "framing," where a 3rd party site displays a portion of the PayPal website inside a webpage whose URL is not <https://www.paypal.com/>, is prohibited.

No Spam. You agree not to use email addresses of PayPal customers to send unsolicited email. You agree not to use unsolicited email, usenet, message board postings, or similar methods of mass messaging (spam) to gather referral bonuses. The use of spam to promote the Service has strict negative consequences. We will immediately and permanently terminate the account of any User who has sent unsolicited email targeting PayPal Users to gain referrals or for any other purpose. In addition, you may be subject to state and federal penalties and other legal consequences under applicable law if you send unsolicited email. Our Anti-Spam Policy is intended to protect our users, the internet, and us.

Unclaimed Property. If you do not access your account for a period of three years, it will be terminated. After the date of termination, we will use the information you provided to try to send you any funds that we are holding in custody for you. If that information is not correct, and we are unable to complete the payment to you, your funds will be subject to applicable state laws regarding escheat of unclaimed property.

Passwords. You may not reveal your account password(s) to anyone else, nor may you use anyone else's password. PayPal is not responsible for losses incurred by Users as the result of their misuse of passwords.

Closing Your Account. You may close your account at any time by clicking the "Close Account" link in your Profile on the PayPal website. Upon closure of an account, any pending transactions will be cancelled. Any funds that we are holding in custody for you at the time of closure, less any applicable fees, will be paid to you by check, assuming all withdrawal related authentication requirements have been fulfilled (for example, you may not use closure of your account as a means of evading withdrawal limits on new Unverified users). You may not use closure of your account as a means of evading investigation - if an investigation is pending at the time you close your account, PayPal may continue to hold your funds for up to 180 days as appropriate to protect PayPal against the risk of reversals. If you are later determined to be entitled to some or all of the funds in dispute, PayPal will make an additional payment of those funds to you. You will remain liable for all obligations related to your account even after such account is closed.

Hacking. If you use, or attempt to use the Service for purposes other than sending and receiving payments and managing your account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

No Cash Advances. You agree not to engage in behavior that could reasonably be construed as providing yourself a cash advance from your credit card, and agree not to assist Users who engage in behavior that could reasonably be construed as providing themselves a cash advance from their credit cards. Such behavior includes, but is not limited to, a User paying someone with a credit card-funded payment through the Service, then receiving the funds back from the original Recipient and attempting to withdraw the funds from their account. PayPal reserves the right to reverse all such transactions and to terminate any accounts that are associated with such behavior.

Assignability. You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of PayPal. PayPal reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

Indemnification. You agree to indemnify and hold PayPal, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your use of the Service.

Security Interest; PayPal's Right to Setoff. To secure your performance of this Agreement, you grant to PayPal a lien on and security interest in your account. In addition, you acknowledge that PayPal may setoff against any accounts you own for any obligation you owe PayPal at any time and for any reason allowed by law. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. PayPal may consider this Agreement as your consent to PayPal's asserting its security interest or exercising its right of setoff should any law require your consent. The rights described in this section are in addition to and apart from any other rights.

Choice of Law. This Agreement is governed by and interpreted under the laws of the state of California, USA as such laws are applied to agreements entered into and to be performed entirely within California by California residents.

Arbitration. Any controversy or claim arising out of or relating to this Agreement or the provision of Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Santa Clara County, California, USA, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or PayPal may seek any interim or preliminary relief from a court of competent jurisdiction in Santa Clara County, California, USA necessary to protect the rights or property of you or PayPal, Inc. (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

III. Sending Payments

Spending Limits and Verification

U.S. Users. You need to have a credit card or confirmed bank account with PayPal before you can send any payments. American Express has decided to decline PayPal credit card transactions that are funded with an

American Express Corporate Card. As a result, any attempts to register or use an American Express Corporate Card will be denied. Once you confirm an email address and add a credit card, you are limited to a total of \$2,000.00 USD of spending. Some accounts, at PayPal's discretion, may have a lower limit. Some transactions, at PayPal's discretion, may not apply towards the limit. Your Sending Limit is denominated in U.S. Dollars. All foreign currency payments will reduce your Sending Limit by the equivalent U.S. Dollar amount. Once you become Verified by confirming your bank account, your Sending Limit will be lifted. Account limits, if any, can be viewed from the "View Limits" link on the Account Overview page. In order to become Verified, you must login to your PayPal account and authorize PayPal to make two small deposits, at PayPal's own expense, to the bank account that you registered. Your bank account and your PayPal account will be considered Verified if and when you correctly enter these deposit amounts on the PayPal website. If your Verified bank account is closed, you must confirm your control of a new U.S. bank account in order to remain Verified. PayPal reserves the right to decide that accounts at certain banks may not be used for Verification.

Some accounts, at PayPal's discretion, will be required to complete our membership process. Specifically, this means that you may be required to pay a \$1.95 USD member fee to establish your PayPal account and must complete the membership process by logging into your PayPal account and entering the four-digit Member Number associated with the \$1.95 USD fee. This membership process will be complete if and when you correctly enter your Member Number on the PayPal website. After you have successfully entered your Member Number, you will receive a \$1.95 USD bonus for the next PayPal payment you send. (Note: this bonus may take up to 24 hrs to process and be reflected in your PayPal account balance.) PayPal may require you to complete the membership process each time you add a funding source to your PayPal account.

Some accounts, at PayPal's discretion, may become Verified without completing the bank account confirmation process. In order to become Verified without completing the bank account confirmation process, an account will have completed an alternate Verification process determined and administered by PayPal. Accounts eligible for an alternate Verification process are determined solely by PayPal and will be contacted by PayPal.

Non-U.S. Users. You need to add a credit card before you can send any payments. Once you confirm an email address and add a credit card, you will have a Sending Limit. Your Sending Limit is denominated in U.S. Dollars. All foreign currency payments will reduce your Sending Limit by the equivalent U.S. Dollar amount. Once you confirm an email address, add a credit card, and enter your Member Number, your account will have an unlimited sending limit. American Express has decided to decline PayPal credit card transactions that are funded with an American Express Corporate Card. As a result, any attempts to register or use an American Express Corporate Card will be denied. Some accounts, at PayPal's discretion, may have a higher or lower limit before verification. Some transactions, at PayPal's discretion, may not apply towards the limit. Account limits, if any, can be viewed from the "View Limits" link on the Account Overview page. In order to obtain your Member Number, you must pay a \$1.95 USD membership fee and log in to your PayPal account and enter the four-digit Member Number associated with the \$1.95 USD charge. After you have successfully entered your Member Number, you will receive a \$1.95 USD bonus on the next PayPal payment you send. (Note: this bonus may take up to 24 hrs to process and be reflected in your PayPal account balance.) Your membership will be complete and your sending limit lifted if and when you correctly enter your Member Number on the PayPal website. If you remove the funding source used to establish your membership, PayPal may require you to complete the membership process again.

Your non-U.S. account will be considered Non-U.S. Unverified until you have completed the following three steps: (1) Confirm your email address, (2) Add a credit card, and (3) Enter your Member Number. Except for Canadian Verified sellers with Business or Premier accounts who meet all of our other Seller Protection Policy guidelines, no non-U.S. accounts, whether Verified or Unverified, are protected under PayPal's Seller Protection Policy.

Some accounts, at PayPal's discretion, may become Non-U.S. Verified without completing the membership process. In order to become Non-U.S. Verified without completing the membership process, an account will have completed an alternate Verification process determined and administered by PayPal. Accounts eligible for an alternate Verification process are determined solely by PayPal and will be contacted by PayPal.

Electronic Transfers. When you make a payment through PayPal that is funded by Instant Transfer or eCheck, and when you initiate an "Add Funds" transaction you are requesting an electronic transfer from your bank account. Upon such request, PayPal will make electronic transfers via the Automated Clearing House (ACH) system from your U.S. bank account in the amount you specify. You agree that such requests constitute your authorization for such transfers. PayPal will never make transfers from your bank account without your authorization.

PayPal provides you protection against unauthorized withdrawals from your bank account under the terms of Article VI below. You may be charged a service fee for any ACH transactions that result in a returned ACH item, such as but not limited to those caused by insufficient funds in your bank account, closure of your bank account, or if the bank account number or other information you provided is incorrect. Currently, Non-U.S. Users are charged \$20.00 USD per returned ACH and U.S. Users are not charged. PayPal reserves the right to resubmit for collection any ACH debit authorized by you (Instant Transfer, eCheck or Add Funds) that is returned for insufficient or uncollected funds. In addition, if your PayPal account has a negative balance at the end of the month, PayPal reserves the right to resubmit for collection a second time.

Non-U.S. Members. Users in Germany and the Netherlands may add funds to their PayPal account by initiating a bank transfer from their banking institution to their PayPal account. Such funds will be posted to the user's PayPal account and converted to US Dollars at the time the payment is successfully received by PayPal. A \$1.00 USD fee will be assessed at that time.

Entering Member Numbers. PayPal requires all Non-U.S. Users and some Domestic Users to complete an additional process to establish their membership with PayPal. This process consists of a membership fee charged to the User's credit card, debit card, or bank account that is associated with a randomly generated, unique 4-digit PayPal Membership Number. PayPal provides a page in the User's account for the User to enter this Member Number when it is received via the User's physical monthly card statement, or via online access to the card statement, or via the User's physical monthly bank statement, or via online access to the bank statement. PayPal strongly discourages users from calling their financial institutions in order to obtain PayPal Member Numbers before receiving their monthly statement in the mail or online. If PayPal receives a complaint from Visa, MasterCard, Discover, American Express, or a financial institution regarding a User's calling that financial institution to obtain PayPal Member Numbers, that User's PayPal account will be closed permanently. This membership fee may not be disclosed expressly at the time it is made.

Right of Recipient to Refuse Payment. When you send a payment to a third party through PayPal, the recipient is not required to accept the payment, even if the recipient is already registered with PayPal. The recipient is free to return payments or, in some cases, to use the PayPal system to deny payments that you have sent. You acknowledge that PayPal will not be liable for any damages resulting from a recipient's decision not to accept a payment made through PayPal. Any payments through PayPal that are denied or unclaimed by a recipient will be returned to the sender on the earlier of (a) the date of such denial, or (b) within 30 days from the date the payment is sent.

Choice of Funding Sources. Choice of Funding Sources. PayPal reserves the right to limit an account-holder's choice of funding sources for any individual payment based on analysis performed through proprietary risk modeling systems. When PayPal decides to limit funding source choices, the account holder will be alerted to the higher-than-normal level of risk associated with the payment. If PayPal determines that there is a higher-than-normal level of risk, this is not an indication that either party in the transaction is acting in a dishonest or fraudulent manner; it is merely an indication that the combination of variables in the transaction has alerted PayPal that the potential for payment repudiation is unacceptable. The account-holder may choose to continue with the transaction using the available funding sources (if any), with the understanding that he or she may be accepting an additional level of transactional risk. Thus, the account holder may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory. For more information about protecting yourself from the risks associated with online transactions, please visit PayPal's Security Center.

Removal of Expired Credit Cards. PayPal views expired credit cards as an invalid funding source and reserves the right to remove expired credit cards from your account. PayPal will notify you via email that your credit card has been removed from your account because of an invalid expiration date. You may re-add the card once a valid expiration date is obtained.

Multiple Currencies. PayPal's Multiple Currencies feature allows users to send payments in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, or Yen. Multiple Currencies is currently available for all payments made using the regular Send Money service. You do not need to maintain a balance in the currency in which you would like to send the payment, but may choose the currency at the time of payment. If you are making a payment in a currency in which you already maintain a balance, the funds for the payment will first be withdrawn from the balance you already hold in that currency. Additional funds required for the payment will be withdrawn first from any other PayPal balance you maintain, and then from the funding source of your choice.

If your PayPal balance(s) do not cover the full amount of your payment, and you hold a credit card denominated in the currency of the payment, that credit card will be charged for the remainder of the payment. If your PayPal balance(s) do not cover the full amount of your payment, and you do not hold a credit card denominated in the currency of the payment, but you do hold a credit card denominated in one of the currencies supported by the Multiple Currencies feature (that is, U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, or Yen) your credit card will be charged in that currency. If your PayPal balance(s) do not cover the full amount of your payment, and you neither hold a credit card denominated in the currency of the payment nor in any of the currencies supported by the Multiple Currencies feature (that is, U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, or Yen), your credit card will be charged in the currency of your payment. If you hold a U.S. PayPal account, your card will always be charged in U.S. Dollars.

Before you complete the payment, PayPal will display the current exchange rate for any funds you are sending which are not currently held in the currency of the payment.

In addition, the recipient of your payment does not need to maintain a PayPal balance in the currency in which you are sending the payment. For additional information about receiving Multiple Currencies payments, please see section IV.7, Receiving Payments: Multiple Currencies, below.

IV. Receiving Payments

Receipt of Credit Card Funded Payments. The ability to receive credit card funded payments is reserved for Premier and Business accounts. Personal Accounts that receive credit card funded payments may accept the payment by upgrading to a Premier or Business account, or they will have to deny the payment. Personal accounts may receive non-credit card funded payments for free. Once upgraded, Premier and Business Accounts may receive unlimited credit card funded payments. Payments funded wholly or partially by a credit card are classified as credit card payments in the PayPal system.

Receipt of Payments; Risk of Reversal of Transactions; Collection of Funds you owe PayPal. When you receive a payment through the Service, unless you follow the steps necessary to qualify for our Seller Protection Policy described in Part VII of this User Agreement, you are not protected against a subsequent reversal of the transaction. In the event that the sender's transaction is reversed for any reason and you do not qualify for the Seller Protection Policy for that transaction, you will owe PayPal for the amount of the reversed transaction plus any fees imposed on PayPal as a result of the reversal. Examples of such a reversal include, but are not limited to, a credit card reversal by the sender of the payment, and a reversal of the transaction because the sender of the payment was using a stolen credit card or unauthorized bank account. PayPal will seek to recover the funds from you by debiting your PayPal balance and, if there are not sufficient funds in your PayPal balance, PayPal reserves the right to collect your debt to PayPal by any other legal means. If you open a Premier or Business Account after October 11, 2001, you authorize PayPal to debit your bank account linked to that PayPal account for the amount that you owe PayPal on transactions which were not covered by the Seller Protection Policy and which were not recoverable from your PayPal balance.

PayPal reserves the right to ask a recipient of a payment for further authentication or other information in order for him or her to accept it. Users who receive more than \$10,000.00 USD in payments during a single month may be required to provide PayPal with additional information in order to accept subsequent payments within the same month.

Refund. In the first sixty (60) days after a payment has been sent, the recipient has the option of refunding the payment by clicking on the "Refund" link on our website. If the transaction is refunded, all transaction fees will be refunded and the payment will be reversed.

Withdrawals.

U.S. Users. In order to withdraw funds that PayPal is holding in custody for you, you must confirm the email address that you registered by responding to a message that PayPal will send to that address when you have

completed registration, and you must register a bank account or credit card with PayPal. New PayPal Users (who have been in the PayPal system for 120 days or less or who signed up for a PayPal account on or after November 14, 2002) are required to complete two out of three authentication steps (confirm bank account, enter Member Number, confirm Social Security Number) in order to withdraw more than \$500.00 USD per month. Some accounts, at PayPal's discretion, may have this limit even after 120 days. Some accounts, at PayPal's discretion, may have lower limits until the authentication steps have been completed. Account limits, if any, can be viewed from the "View Limits" link on the Account Overview page.

You may withdraw funds by direct deposit into your bank account or by physical check. To cover the cost of processing checks, PayPal charges \$1.50 USD per check withdrawal. If a check is not redeemed after 180 days from the date it was issued, the funds (minus the fee) will be returned to your PayPal account. Check withdrawals will not be sent to P.O. Box addresses. In addition, check withdrawals will only be sent to a Confirmed Address, unless you are Verified (as described in Section III.1 above), in which case you may choose any street address. If you would like a check withdrawal to an address that does not match these rules, you must contact Customer Service and produce appropriate documentation as determined by PayPal before a check will be sent to the requested address.

Non-U.S. Users. If you are a Non-U.S. User, may be asked to register a credit card with PayPal before accepting payments. If and when you have registered a credit card, the following rules apply to the withdrawal of any payments you receive through the Service.

All Non-U.S. Users who have a U.S. bank account and registered it with PayPal may withdraw funds from their PayPal balance to that bank account once they have added a credit card and completed their Membership by confirming their email address and entering their Member Number. Some Non-U.S. Users, at PayPal's discretion, will have a withdrawal limit of \$500.00 USD per month before completing their PayPal memberships. Users in Australia, Canada, Denmark, Finland, France, Germany, Hong Kong, Japan, Mexico, the Netherlands, New Zealand, Norway, Singapore, Spain, Sweden and the United Kingdom who have become Non-U.S. Verified (by confirming their email address, adding a credit card, and completing their PayPal membership by successfully entering their Member Number) may register their local bank accounts with PayPal, and may then withdraw funds from their PayPal balance into their local bank accounts.

Non-U.S. Users outside of those countries who do not have a U.S. bank account will not be able to withdraw funds from the PayPal system, and should therefore accept payments only if they expect to spend those funds using PayPal. In order to accept payments, Non-U.S. Users outside those countries must set their Preferences by logging into their PayPal account.

Users in some countries may not use the Service to receive payments, and may only use the Service to send payments. These countries are designated on the PayPal International page.

Multiple Currencies. When you use electronic funds transfer, you can choose the currency balance from which you would like to withdraw the funds. If the currency of the PayPal balance from which you are withdrawing the funds

differs from the currency of the bank account to which you are withdrawing the funds, currency conversion rates will apply. Before you complete the withdrawal, PayPal will display the current exchange rate.

No Surcharges. Under Visa, MasterCard, Discover and American Express regulations and the laws of several states, including California, merchants may not charge a fee to the buyer for accepting credit card payments (often called a "surcharge"). You agree that you will not impose a surcharge or any other fee for accepting PayPal as payment. This restriction does not prevent you from imposing a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge (in other words, the handling fee for transactions paid through PayPal may not be higher than the handling fee for transactions paid through other payment methods). Nor does this restriction apply to Pound-denominated transactions by sellers residing in the United Kingdom listing items for sale on a UK-based website.

Use of PayPal Logos on eBay Auctions. In addition to the terms set out in Section V Part 5 of this User Agreement, when you display a logo on your eBay auction which contains the Visa, MasterCard, Discover and American Express logos, your PayPal account must accept payments made via credit card. You may edit your payment receiving preferences from your Profile.

Multiple Currencies. The Multiple Currencies feature allows you to maintain PayPal balances in any or all of the following currencies: U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, or Yen. If you already maintain a balance in the currency in which you receive a payment, that payment will be automatically credited to that currency balance. You do not need to maintain a balance in a particular currency to accept payments sent in that currency. If you hold a Personal PayPal account, every time you receive a payment in a currency in which you do not maintain a balance, you will be asked to manually accept or deny that payment. Before you accept a payment, PayPal will display the current exchange rate.

If you hold a Premier or Business PayPal account, your default preference when you receive a payment in a currency in which you do not maintain a balance is that you will be asked to manually accept or deny that payment. Before you accept a payment, PayPal will display the current exchange rate. If you would like, you may set up your Payment Receiving Preferences in your Profile to do one of the following:

Automatically accept the payment and open a PayPal balance in that currency.

Automatically accept the payment and convert it to the currency of your primary balance. Note: If you choose this option, the payment will be converted at the current exchange rate at that time.

Automatically deny payments received in a currency in which you do not already maintain a PayPal balance.

Continue to manually accept or deny payments received in a currency in which you do not already maintain a PayPal balance.

You can open and close currency balances, transfer funds between currency balances, and change your Primary Currency from the Manage Currencies section of your Profile. Your Primary Currency is the currency which you

designate as your home currency (i.e. the currency in which the value of other currency balances will be expressed). Your Primary Currency will remain U.S. Dollars unless you choose to make it a different currency.

V. Rights, Obligations and Disclaimers of PayPal

Privacy. We take the privacy of your personal information very seriously at PayPal. We have developed a separate Privacy Policy, and ask you to review that Policy for more information on this topic.

Processing. PayPal shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner. However, a number of factors, several of which are outside of our control, will contribute to when the funds are received. We make no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. or international mail service, nor shall we be liable for any actual or consequential damages arising from any claim of delay.

Closing Accounts and Limiting Account Access.

PayPal, at its sole discretion, reserves the right to close an account at any time for any reason, including but not limited to a violation of this Agreement, upon notice to the User and payment to the User of any unrestricted funds held in custody. PayPal, at its sole discretion, also reserves the right to periodically retrieve and review a business and / or consumer credit report for any account, and reserves the right to close an account based on information obtained during this credit review process.

PayPal, at its sole discretion, also reserves the right to limit access to sending money or making withdrawals from an account for any one of the events listed below. If the dispute covers only a specific transaction, we will only limit access to funds related to that particular transaction. If your account access has been limited, you will be notified by e-mail and requested to provide information relevant to your account. PayPal will investigate the matter promptly. If the investigation is in your favor, we will restore access to your account. If the investigation is not in your favor, PayPal may return funds to the sender and restore access to the remainder of your account, continue to limit your account access for up to 180 days as to funds necessary to protect PayPal against the risk of reversals, or may close your account by giving you notice and mailing a check for any funds in your account (minus funds that are in dispute) to the address that you have provided. If you are later determined to be entitled to the funds in dispute, PayPal will make an additional payment of those funds to you. Any of the following events may lead to your account being limited:

Reports of unauthorized or unusual credit card use associated with the account including, but not limited to, notice by the card issuing bank;

Reports of unauthorized or unusual bank account use associated with the account;

Complaints received regarding non-shipment of merchandise, non-delivery of services, merchandise not as described, or problems with merchandise shipped;

Initiation by a buyer of a reversal process through the buyer's issuing bank without first pursuing the Buyer Complaint process described below;

Receipt of potentially fraudulent funds;

Excessive disputes or reversals, or attempts to "double dip" by receiving funds in a dispute both from PayPal and through a reversal or a refund from the seller;

Refusal to cooperate in an investigation or provide confirmation of identity when requested;

Initiation of transactions considered to be cash advances or assisting in cash advances;

Sending unsolicited email or posting referral links on websites where they are not permitted;

Opening multiple Personal accounts;

The account has been used in or to facilitate fraudulent activity;

Violations of this User Agreement;

Name on the bank account associated with the PayPal account does not match the name on the PayPal account;

Return of an incoming Electronic Funds Transfer for insufficient funds in the bank account, incorrect bank routing number, or incorrect bank account number;

Use of an anonymizing proxy;

Participating in prohibited transactions and activities, including but not limited to multi-level marketing programs, gifting clubs and other pyramid schemes, and listing items for sale that have a delayed delivery date of 20 days or more after the transaction list, and other activities that are prohibited in Part II of this Agreement;

Reports from credit agencies of a high level of risk;

Receipt by PayPal of excessive complaints regarding your account, business or service; and/or

Logging in from a country not included on PayPal's permitted countries list.

PayPal will use reasonable efforts to investigate accounts that are subject to account access limitations and to reach a final decision on the limitations promptly.

Termination. PayPal, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

Trademarks. PayPal.com, PAYPAL and all related logos, products and services described in this website are either trademarks or registered trademarks of PayPal, Inc., or its licensors, and (aside from the circumstances described in "Use of Logos" below) may not be copied, imitated or used, in whole or in part, without the prior written permission of PayPal. In addition, all page headers, custom graphics, button icons, and scripts are service marks,

trademarks, and/or trade dress of PayPal and may not be copied, imitated, or used, in whole or in part, without the prior written permission of PayPal.

Notwithstanding the above, HTML logos provided by PayPal through its Affiliate Program, Web Accept feature, or Auctions Tools features ("Logos"), may be used without prior written consent for the purpose of directing web traffic to the Service. These Logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to PayPal or the Service. Logos may not be displayed in any manner that implies sponsorship or endorsement by PayPal. PayPal is a payment service, and no partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Miscellaneous Disclaimers.

PayPal reserves the right to hold funds beyond the normal distribution periods for transactions it deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds.

PayPal shall not be responsible for payments made to unintended Recipients or for payments made in incorrect amounts due to the input of incorrect information by Senders.

Verification of Users is only an indication of increased likelihood that a User's identity is correct. PayPal shall not be responsible for any fraud, deception or misrepresentations by Users, whether or not the User is Verified. However, PayPal's Buyer Complaint Program, described below, will seek to assist Users who may be the victims of fraud if they report the problem promptly.

PayPal shall not be obligated to pay a User for any Payments for which PayPal has not been fully paid by the Sender's credit card issuer or bank, as applicable.

PayPal will not have any liability in connection with any unauthorized interception or use of data relating to you or the PayPal service; any inability by you to use or access the service or the PayPal website for any reason; any actions or transactions by an individual that uses your user name and password with your consent or knowledge; or any cause over which PayPal, Inc. does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or internet service providers.

In no event shall PayPal be liable (A) for damages caused other than by intentional misconduct or (B) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to your use of or inability to use the Service or the PayPal website, even if PayPal, Inc. has been advised of the possibility of such damages. In no event shall PayPal, Inc. be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

PayPal reserves the right to require Users who receive payments through PayPal and operate with high reversal rates or otherwise present a relatively high risk of losses to choose between closure of their PayPal account or entering into an additional agreement addressing such risks, which may include higher fees.

Security Features. PayPal strongly suggests that you use a web browser with 128-bit encryption. For more information on security, please visit the Security Center. However, regardless of whether you use a web browser with security features, PayPal is unable to guarantee that data transmitted is secure and/or will not be intercepted by third parties.

Additional Disclaimers for the use of the Multiple Currencies feature. Maintaining balances in multiple currencies and sending and receiving payments in currencies that differ from your Primary Currency entails additional risks. These key risks include (although this is not a comprehensive list):

If you maintain a balance in a currency other than your Primary Currency, the value of these additional balances will fluctuate as exchange rates change, which over time may result in a significant decrease or increase in the value as measured by the Primary Currency. The value of your non-primary currency balances will be displayed in terms of your Primary Currency at the current exchange rates on the PayPal system. By opening a balance in a currency other than your Primary Currency, you acknowledge that it is your responsibility to monitor the fluctuations or exchange rates, and that any perceived loss from these fluctuations will be borne by the funds in your PayPal account, and are in no way the responsibility of PayPal.

When you initiate a transaction in which a currency conversion must take place (when you are sending a payment using Multiple Currencies, accepting a payment in a currency in which you do not maintain a PayPal balance, withdrawing funds from your PayPal account, or transferring funds between currency balances within your PayPal account), PayPal will display the exchange rate for the conversion. By completing the transaction, you agree to the exchange rate displayed. If the payment has to be returned or reversed at a later time, PayPal will re-convert the funds to the original currency, but will use the prevailing exchange rate at the time of the return or reversal.

In addition, if you hold a Premier or Business PayPal account and you set your Payment Receiving Preferences to take payments received in a currency in which you do not maintain PayPal balance and automatically accept and convert those funds to your Primary Currency, you are agreeing to use the prevailing exchange rate at the time of the conversion.

As long as you maintain an open balance in a specific currency, all payments received in that currency will automatically be credited to that PayPal balance.

In the event that one of the currency balances in your PayPal account becomes negative, PayPal retains the right to offset the negative balance using funds maintained in a different currency balance.

PayPal may use funds held in any currency balance to recover amounts owed to PayPal due to chargebacks or for any other reason. In addition, funds from payments received will first be diverted to make up any negative currency balance regardless of your Payment Receiving Preferences. PayPal will forcibly convert all negative balances to the U.S. Dollar balance after the account has maintained a negative balance for 21 consecutive days.

The above referenced negative balance does not include negative balances which result from a pending reversal where PayPal has yet to conclude its investigation of the situation.

If one of the currency balances in your PayPal account becomes negative, PayPal will divert funds from any withdrawals you make (whether you withdraw by check, electronic funds transfer, or your PayPal Debit Card) to make up the negative balance before allowing you to withdraw the funds.

The Multiple Currencies feature is designed to facilitate online payments. You agree not to attempt to use the Multiple Currencies for speculative trading. Because the exchange rates that you will be assessed for currency conversion include PayPal's conversion and risk fee, any attempt to use the product for exchange trading will, in all likelihood, result in losses.

VI. Electronic Fund Transfer Rights and Error Resolution

It is very important that you contact us at once if you believe your user ID or password has been compromised, or if someone has transferred or may transfer money from your account without your permission. Under applicable banking regulations, the extent of your liability for an unauthorized transaction is largely determined by your promptness in notifying us or your bank if someone has gained access to your password, or if a transfer or withdrawal in your monthly statement is incorrect or unauthorized. Notifying us quickly limits your liability:

You can inspect your transaction history at any time by logging in to your account on the PayPal website. If your transaction history shows electronic funds transfers that you did not make or authorize, notify us at once. If you notify us within two business days after you learn that your password or other means to access your account may have become known by an unauthorized person, you can lose no more than \$1.95 USD if an unauthorized person uses your password or other means to access your account without your permission to initiate a transaction. If you do not notify us within two business days, and we can prove that we could have stopped someone from using your password or other means to access your account without your permission if you had told us, you could be liable for as much as \$500.00 USD, or more if you do not notify us within 60 days. If you do not notify us within 60 days after the transaction date, you may not recover any money you lose after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from notifying us, we may extend the time periods.

In case of unauthorized transactions, payment problems, errors or questions about your account, you should notify PayPal immediately. Contact us using this contact form, write PayPal, P.O. Box 45950, Omaha, NE 68145-0950, United States, or telephone Customer Service at 402-935-7733 as soon as you can if you think your statement is wrong or if you need more information about a transfer shown on the statement. You must: 1) Tell us your name and primary email address; 2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, 3) Tell us the dollar amount of the suspected error. If you tell us by telephone, we may require that you send your complaint in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) business days to investigate the complaint or question. If we decide to do this, we will provisionally credit your transaction account within ten (10) business days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or

question in writing and we do not receive the signed writing from you within ten (10) business days, we may not provisionally credit your transaction account. If we determine there was no error, we will mail you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents that we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.

While the PayPal service is available 7 days a week, for purposes of this disclosure, our business days are Monday through Friday except legal holidays.

Periodic statements. You may review your transaction history anytime by logging into your account. Each time you complete a payment, PayPal will send you an e-mail receipt with a reminder to check your account history. If you have not performed any transactions in 90 days, we will provide a reminder to check your account history.

Preauthorized payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do so, you must log into your account and cancel any subscription payment before the scheduled payment date.

VII. Consumer Protection Programs

In general, PayPal's consumer protection programs, consisting of a Buyer Complaint Policy and a Seller Protection Policy as defined below, are designed to try to help buyers recover funds from sellers who do not ship the promised goods, and to reduce the risk of reversals for sellers who follow specified risk-reduction procedures. The Seller Protection Policy is also designed in part to reduce fraud by encouraging users of the PayPal service to become Verified, as described above. Verification, in conjunction with our other proprietary authentication methods, lowers our company's financial risk and allows us to provide the consumer protection policies listed below. Please note: PayPal's consumer protection programs only apply to tangible, physical goods which can be shipped, and excludes everything else, including but not limited to: intangibles, services, quasi-cash and all non-tangible, non-physical goods.

Buyer Complaint Policy

General. If you pay a seller who does not ship the promised goods, you should first contact the seller and attempt to resolve the dispute. If you are unable to resolve the dispute in this manner, you should then file a Buyer Complaint Form with PayPal as soon as possible. The Buyer Complaint Form may be found by going to the "Resolution Center" link in the header of the Account Overview page.

PayPal will investigate your claim, contact the seller and, if the seller does not present appropriate proof of shipment, a full refund or other evidence of a satisfactory resolution, PayPal will seek to collect the amount you paid from the seller. PayPal may also limit the seller's access to his or her PayPal account. You will be entitled to the return of any and all funds PayPal is able to collect from the seller for funds received by PayPal prior to the seller's account status having been changed to limited access. RECOVERY OF YOUR CLAIM IS NOT GUARANTEED.

Complaints must be filed no later than 30 days from the date of payment. Only one Complaint may be filed per PayPal transaction. PayPal will seek to resolve the complaint within 30 days of the date the complaint is filed, though such time frame may be extended, if appropriate, to accommodate the investigation. This policy applies only to the sale of tangible, physical goods and excludes all other sales and services, pursuant to section 1 above.

Additional Protection for eBay Auctions. For purchases made on eBay using PayPal, PayPal offers additional protection to domestic Users who pay a Verified seller but do not receive their goods. This additional protection is not available for Non-U.S. Users. If PayPal is unable to recover all of your funds through our investigation of a qualifying dispute, you may file a claim under eBay's Insurance Claims process (an "eBay Claim"). If your eBay Claim is granted but does not cover the full amount of your loss, PayPal will reimburse you for up to \$200.00 USD of additional losses, whether or not PayPal is able to recover such funds from the seller.

In order to receive this additional protection, you must file a Buyer Complaint Form with PayPal no more than 30 days after the eBay transaction, following the same process outlined in (i) above. You may file your eBay Claim at any time, but eBay is likely to require you to obtain a determination from PayPal before they will process your claim. If and when your eBay claim is granted, you must contact PayPal customer service no more than 30 days after the grant date. You will need to provide PayPal with a copy of the eBay Claim that you filed and satisfactory evidence that your eBay Claim was granted. PayPal may also require additional documentation as proof of your identity. PayPal will reimburse you for up to \$200.00 USD of additional losses not covered by the eBay claim within 30 days of the date you provide evidence that your eBay Claim was granted. This time frame may be extended if necessary to ensure the accuracy of the claim.

This Additional Protection does not apply to disputes about the quality or attributes of delivered goods, goods that have been lost in the mail as shown by seller's presentation of proof of shipment, payments for services, payments to Unverified sellers, or a seller's failure to deliver intangible goods. Pursuant to section 1 above, this policy applies only to the sale of tangible, physical goods and excludes all other sales and services. In order to be eligible for the eBay Additional Protection, you must have paid for the undelivered goods with a single payment from a single PayPal account. The seller's Verification status will be displayed to you on the PayPal website when you confirm the details of your transaction, giving you the opportunity to cancel the transaction prior to sending payment if you do not want to pay an Unverified seller.

Money Back Guarantee

General. PayPal's Money Back Guarantee program, which applies to selected physical goods transactions involving U.S. buyers, ensures that if you buy the Guarantee, you will be satisfied with your purchase or have an option to resell the merchandise to PayPal for the price you paid for it for the first 30 calendar days following the date of payment or seven days after receipt, whichever is earlier. PayPal will not reimburse you for the Guarantee fee or for any shipping costs you incur in returning the merchandise. PayPal's obligation to reimburse you if you buy the Guarantee is subject to the requirements specified in sections ii and iii below and to your filing a complete and

accurate reimbursement request as described in section iv below. This Guarantee is applied in addition to any protection you may already have.

Cost of Guarantee. The cost of the Money Back Guarantee will be displayed on eligible transactions at the time of payment. If a transaction is eligible, the Money Back Guarantee must be purchased as part of the original transaction. This fee will not be refunded under any circumstances, except if the seller initiates a refund of the transaction before the buyer has filed a request for reimbursement under the Money Back Guarantee.

Requirements for Offering the Guarantee. The Money Back Guarantee will be offered only on selected transactions, and even if offered and purchased, the Guarantee will not cover excluded items as described in Section iv. below. If PayPal is offering the Money Back Guarantee on a transaction, the option to purchase the Money Back Guarantee will be displayed during the payment flow.

The general requirements for a transaction to be eligible for the Guarantee offer are:

Transaction-based requirements. The Guarantee will only be offered for transactions with a total amount of \$1,000.00 USD or less.

If the Guarantee is purchased for a Shopping Cart transaction, only one reimbursement request may be filed for the transaction, although the request may include multiple items in the Shopping Cart. Subscriptions, Service, and Quasi-Cash transactions are not eligible for the Money Back Guarantee.

Item-based requirements. The Guarantee only applies to physical goods that have been purchased outright, rather than leased or rented. If an item(s) is part of a set or collection, the protection is only for the value of the item against which the reimbursement request is being filed; the value of the entire set will not be reimbursed.

Seller requirements. At this time, the Money Back Guarantee program is available only for a selected set of qualified sellers. Among other things, a qualified seller must have a PayPal account in good standing and have been an account-holder for at least 5 months. The seller also must not have opted out of the Money Back Guarantee program. As more sellers become eligible, they will be notified by email.

Buyer requirements. The Guarantee will be applicable to U.S. buyers only. Each account may only file a maximum of 3 Guarantee reimbursement requests in a given twelve-month period. PayPal reserves the right not to offer the Guarantee to specific buyers if any prior reimbursement requests have been denied.

Requirements for Honoring Reimbursement Requests. These requirements will determine if reimbursement requests can be honored under the Money Back Guarantee program:

Pre-filing resolution effort. Prior to filing a reimbursement request, the buyer must attempt to contact the seller and to make a good-faith effort to seek resolution directly with him or her.

Reimbursement request completion. Reimbursement requests must be complete and on time, as specified in section iv below.

Specific item exclusions. Items or situations which fit any of the following exclusions are not eligible for protection under the Guarantee:

Items that have been damaged by the buyer

Apparel items that have been worn or washed

Media products such as DVDs, CDs, video and audio cassette tapes, video games and other software, etc.s

Stored value cards (e.g. phone cards, gift cards, etc.) of any kind

Hazardous materials, including but not limited to chemicals, explosives, flammables, poisons, and gases

Firearms, explosives, or ammunition of any sort including but not limited to guns, rifles, and bombs

Illegal/contraband goods

Animals, plants, or any parts thereof

Motorized vehicles of any kind, including but not limited to automobiles, motorcycles, boats, and airplanes

Recalled products

Consumables and perishables

Land, buildings, structures, or real estate properties, lots or improvements

Items weighing more than 70 pounds

Items that, when packed, exceed 130 inches in combined length and girth (the combined length and girth is length plus twice the height plus twice the width)

Filing a reimbursement request. Reimbursement requests may be filed by going to the Security Center of the PayPal website and clicking on the "Request Guarantee Reimbursement " link. If the buyer has received the good, online reimbursement requests must be supplemented by return of the merchandise to PayPal along with a written reimbursement request as described below, which must be received by PayPal no more than 10 calendar days after the date that the online reimbursement request was filed. If the buyer has not received the good, reimbursement requests will be processed entirely online. If the Money Back Guarantee was purchased, any disputes of the transaction must be filed as a Guarantee reimbursement request rather than a Buyer Complaint (the Money Back Guarantee terms will apply rather than those of the Buyer Complaint Policy).

All written reimbursement requests must be shipped using a delivery service that provides online package tracking. The buyer will bear all costs of shipping the reimbursement request and/or merchandise to PayPal, regardless of

the eventual decision PayPal makes on the request. PayPal is not responsible for any reimbursement requests that are lost/damaged by the shipping company.

Failure to provide all necessary reimbursement request materials may result in denial of the reimbursement.

All reimbursement requests must include the following information:

A completed online request form

A signed and completed reimbursement request form with the Transaction ID, the auction item number (if applicable), and a written description of the reason for the request.

A printout of the website page, auction listing, email, and/or invoice on which the item and price were listed. If this printout does not also include the tax and shipping terms (if applicable), you must provide a printout of that documentation as well.

Printouts and/or written descriptions of any and all correspondence that has occurred between the buyer and seller.

The merchandise with all of its original packaging and labeling, including the postmark and buyer's and seller's addresses

Payment of Reimbursement Requests

If PayPal accepts the request, payment will either be returned to the credit card from which the original payment was sent (if possible), or to the buyer's PayPal account balance. PayPal reserves the right to grant full or partial payment of reimbursement requests even in cases where the buyer's reimbursement request or merchandise is incomplete or otherwise does not obligate PayPal to make a reimbursement payment.

If a buyer has previously been awarded funds from a chargeback of a transaction covered by the Money Back Guarantee, the Money Back Guarantee program will not reimburse the buyer. In addition, if a buyer receives a Money Back Guarantee reimbursement from PayPal, any ensuing chargeback awards may be reduced by the amount of the Guarantee reimbursement.

Additional terms.

Fraud. Under no circumstances will PayPal reimburse requests in the event of fraud or misrepresentation by the buyer. In addition, fees will not be refundable in cases of fraud.

Exercise of judgment. Buyers are expected to exercise due diligence and prudent judgment to avoid or reduce any damage to the covered property. No person or entity other than the buyer shall have any legal or equitable right, remedy, or claim for reimbursement under or arising out of this Guarantee.

Shipment of goods to PayPal. PayPal will request that buyers bear the cost of shipment of the good(s) in question to its Guarantee processing center. Merchandise must be shipped using an online trackable shipping service. By paying a Guarantee reimbursement request, PayPal will assume ownership of the good(s).

Transfer of rights. By filing a reimbursement request, the buyer transfers to PayPal the right to receive the good in the event the buyer has not yet received it from the seller. After a reimbursement request is paid, the buyer transfers to PayPal all rights and remedies against any party with respect to the merchandise. In addition to transferring these rights, the buyer must provide PayPal with any assistance necessary to secure his or her rights and remedies and must do nothing that would jeopardize securing those rights and remedies.

No rights provided under PayPal's Money Back Guarantee may be transferred without the prior written consent of PayPal, Inc.

All decisions are final. All reimbursement request decisions made by PayPal are final and cannot be appealed by either the buyer or seller.

Seller responsibilities for Non-Receipt of Goods reimbursement requests. If a buyer has purchased a Money Back Guarantee and submits a reimbursement request that indicates non-receipt of goods, and if the seller does not provide a tracking number or proof of refund to PayPal within 7 days after the buyer files a reimbursement request, PayPal may (1) refund the buyer out of the seller's account or (2) reimburse the buyer and then recover the funds from the seller. If the seller does not have sufficient funds in his or her PayPal balance in the currency of the original transaction, PayPal may limit the seller's access to his or her account until the seller authorizes PayPal to use funds from their balance, bank account, and/or credit card to recoup the amount paid to the buyer. If the reimbursement request is complete and accurate, PayPal is still required to reimburse the buyer for the amount of the transaction minus the Guarantee fee, even if the seller does not have sufficient funds in their balance.

Seller Protection Policy

General. PayPal agrees to indemnify sellers of physical goods from reversal liability resulting from a buyer's unauthorized use of a credit card and/or false claims of non-shipment of goods. This protection applies only to the sale of physical goods, and not to any non-tangible, non-physical goods or services pursuant to section 1 above. It applies to up to \$5,000.00 USD per year of payments received by the seller through PayPal if the following conditions are met:

The seller has a U.S. Verified Business or a U.S. Verified Premier Account or a Canadian Verified Business or Canadian Verified Premier Account. Note: While non-U.S. sellers outside of Canada may have a status of Non-U.S. Verified, they do not qualify for and are not protected by the Seller Protection Policy and therefore may be responsible for any reversals made due to fraudulent funds

The seller ships to the buyer's Confirmed Address.

The seller can provide reasonable proof-of-shipment which can be tracked online. This documentation must show that you shipped to the Confirmed Address. (Most U.S. carrier companies offer this service, including the U.S. Postal Service.) For transactions \$500.00 USD or more in value that are initiated between November 15, 2001 and April 19, 2002, and for transactions \$250.00 USD or more in value that are initiated on or after April 19, 2002, the seller also needs to provide an online proof-of-receipt in the form of a signature from the recipient. Because comparable proof-of-shipment is not currently available for electronically-delivered items, we are currently unable to offer Seller Protection for digital goods and other electronically-delivered items.

The seller accepted a single payment from only one PayPal account for the purchase. (Multiple payments from different accounts for a single item are a fraud indicator. Sellers should not accept such payments.)

The seller ships to a domestic (U.S.) buyer at a U.S. address.

The seller cooperates in resolving disputes by responding in the following time periods: When a complaint occurs, the seller must provide complete information within 7 days of a request from PayPal. However, if PayPal is required by the credit card association to respond immediately to resolve a reversal, sellers must provide the information within 3 days. PayPal will indicate the response time required in the e-mail message sent to the seller.

The seller ships within 7 days of receiving payment.

If you do not qualify for the Seller Protection Policy. When you receive funds through PayPal, if the sender's transaction is reversed for any reason and you do not qualify for the Seller Protection Policy for that transaction, you will owe PayPal for the amount of the reversed transaction plus any fees imposed on PayPal as a result of the reversal. You agree to reimburse PayPal from either your PayPal account or by other means as described in Section IV.2 under "Receipt of Payments."

Confirmed Addresses. PayPal prompts buyers to provide sellers with a Confirmed Address when making a purchase. A Confirmed Address is either an address at which a User receives his or her credit card statements, and is checked by PayPal with the User's credit card issuer, or an address which PayPal has confirmed through an Alternate Address Confirmation process, which includes the verification of other official documents. (Confirmed Addresses must be in the name of the account holder, and thus Gift Addresses in someone else's name can never be confirmed.) Shipping to a Confirmed Address minimizes the risk of being paid by a fraudulent buyer. If a buyer does not provide a Confirmed Address, the seller must either refuse the payment and ask that the buyer provide a Confirmed Address, or accept the reversal risk in shipping the item outside of this Seller Protection Policy. Tools for Premier and Business Accounts to automatically refuse to accept payments where the buyer chooses not to share his Confirmed Address can be found on the "Preferences" page of the "Profile" subtab of the "My Account" tab.

Credit Card Transactions: The Buyer Protection Policy does not replace or reduce any other consumer rights Users may have, including reversal rights that may be granted by a User's credit card issuer. PayPal is the merchant of record with respect to all credit card transactions through the PayPal service to purchase goods or services. As such, we afford customers the rights and privileges expected of a credit card transaction. You acknowledge that PayPal does not control the outcome of any reversal decision initiated through a User's credit card issuer.

PayPal encourages all buyer purchase disputes to be filed and resolved through the PayPal dispute resolution process, and reserves the right to terminate or limit account access privileges of buyers who file reversal

complaints without attempting to resolve the complaints through PayPal. If a reversal claim is initiated, whether as a result of a dispute or for any other reason, the parties agree to provide to any requesting party on a timely basis any and all necessary documentation to resolve any reversal or dispute. PayPal DOES NOT act as the agent of either party in any transaction or resulting dispute, though PayPal does control the outcome of disputes initiated through the Service's dispute resolution process.

If you receive funds through a PayPal transaction funded with the sender's credit card, in the event the credit card transaction is charged back and you do not qualify for the Seller Protection Policy, you agree to hold PayPal harmless for the reversal amount and to reimburse PayPal from either your PayPal account or by other means.

VIII. Additional User Agreement for Premier and Business Accounts

The terms below apply specifically to the use of Premier and Business Accounts through the Service and any related products and services (collectively, the "Premier/Business Service").

In the event that your sales volume or other criteria qualify you for commercial entity status as defined by card associations' Operating Rules, additional terms will apply to your Premier or Business Account. Commercial entities will be contacted by PayPal and will be required to provide additional information and to accept the terms of the Card Processing Agreement.

Account Information. You understand that as part of the legal arrangements and agreements in place between Wells Fargo Bank, N.A., our acquiring bank, Wells Fargo Merchant Services, LLC and the MasterCard and VISA credit card associations, that we may, as required, disclose Card-related account profile and purchase behavior information to these organizations for the purpose of eliminating fraud and illicit behavior. In addition to the terms listed above, you further agree that PayPal may access and disclose information about you or your use of the Premier/Business Service when PayPal deems such action necessary or appropriate to comply with the law or legal process, to protect PayPal's systems and customers, or to ensure the integrity and operation of PayPal's business and systems. Unless otherwise prohibited by law, such disclosure may include, without limitation, user profile information (e.g., name, e-mail address, etc.), transaction information, IP address and traffic information, and usage history.

Contact and Refund Information. Each user of the Business Service will be required to input its customer service contact information into the Business Account application upon registration. You agree to clearly identify your customer service contact information, including but not limited to your business name, address, telephone number, fax number and e-mail address. You further agree to update such information to keep it true, accurate, current, and complete. You agree to clearly disclose your refund policies on your website.

Taxes. Each user of the Business Service is required to provide its Taxpayer Identification Number (TIN) upon request. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive and to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any transaction.

Account Use. By accepting the terms as outlined in this Agreement and using your Premier or Business Account, you attest that you hold all the necessary licenses to engage in the advertising and sale of the goods and services offered for sale or use through your Premier or Business Account, and that you do not provide unlawful or illicit products or services. You will not use the Business Service, the website or any of the services offered therein for any unlawful, fraudulent or improper activity. If PayPal or Wells Fargo has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions relating to the Premier/Business Service, the website or any related services, your access to the Service may be suspended or terminated. You will cooperate fully with PayPal or Wells Fargo to investigate any suspected unlawful, fraudulent or improper activity.

Fees. PayPal's current Fee Schedule for using the Premier/Business Service is posted on the website. Fees are quoted in the currency in which they will be assessed. Users are responsible for paying all fees associated with the use of their Premier or Business Accounts and the Premier/Business Service.

Reserve Account in Case of Closure. If you or PayPal close your account, PayPal may retain a portion of any funds it holds in custody for you, based on your transaction history, as a reserve to the extent reasonable to protect PayPal against the risk of future reversals of transactions occurring prior to such closure. PayPal will pay you the balance of any such reserve 180 days after closure.

When you receive funds through PayPal, if the sender's transaction is reversed because of a credit card reversal and you do not qualify for the Seller Protection Policy for that transaction, you will owe PayPal for the amount of the reversed transaction plus any fees imposed on PayPal as a result of the reversal. You agree to reimburse PayPal from either your PayPal account or by other means as described in Section IV.2 under "Receipt of Payments." Furthermore, if you open a Premier or Business Account after October 11, 2001, you authorize PayPal to debit your bank account linked to that PayPal account for the amount that you owe PayPal on transactions which were not covered by the Seller Protection Policy and which were not recoverable from your PayPal balance.

Permission Levels:

Eligibility: All Business Accounts are eligible for the permission levels feature. Premier accounts are not eligible.

Definitions:

Primary Login: the individual who set up the PayPal business account. The Permission Levels feature enables the Primary Login to assign users various access rights to the account. The Primary Login is also referred to as the System Administrator.

Secondary Logins: a Secondary Login is a unique individual who has specific access to a PayPal business account, as determined by the Primary Login.

Abilities and Obligations of Primary Login:

The Primary Login is the only member on the account capable of setting up Secondary Logins with their specific access privileges.

The Primary Login determines which individuals within his or her company or organization have particular access privileges to the company or organization's PayPal Business Account.

The access privileges the Primary Login can choose for each login may include the ability to send money, the ability to make mass payments, the ability to request money, the ability to add or withdraw funds, the ability to cancel payments, the ability to view balances and/or profiles; and/or the ability to edit the profile. The access privileges available to Secondary Logins on behalf of Primary Logins may not include all access privileges available to the Primary Login, such as Email, Account Closure, Auto Sweep and Debit Card. The availability of privileges is subject to change at any time by PayPal.

The access level granted determines which actions the Secondary Login can successfully complete. If the Secondary Login does not have any access privileges selected, the default access is read-only.

The Primary Login is the only user on who can see all the usernames on the account and the accesses, if any, granted to each user.

The Primary Login has the affirmative obligation to monitor the PayPal Business Account for any unusual activity and to take the necessary action to prevent problems. These affirmative obligations include the obligation to remove usernames of Other Logins and/or to change the access privileges of Other Logins.

The Primary Login may recover their password using PayPal's normal password recovery procedures.

Recovering or resetting passwords for a Secondary Login is the responsibility of the Primary Login. The Primary Login will reset the password in the following circumstances, but not limited to:

Secondary Login forgets password.

Secondary Login locks access to his/her login because of consecutive failed log in attempts.

Abilities and Obligations of Secondary Logins

Secondary Logins must access the Business Account using the username and password generated by the Primary Login.

If a Secondary Login attempts to conduct a transaction not authorized by the Primary Login, he or she will receive an error message indicating that he or she is not authorized to conduct the transaction.

Limitation on Liability: Because the Permission Levels Feature allows more than one user access to a PayPal Business Account, certain risks may be created. You will work diligently to avoid these risks. Under no circumstances shall PayPal be liable to you or to any other person for any indirect, incidental, consequential or

punitive damages arising out of or relating to your use of this feature, nor shall PayPal be liable for any unauthorized usage or other damage caused by the Secondary Logins or as a consequence of multiple access to the PayPal Business Account. The Primary Login agrees to indemnify and hold PayPal harmless for any harm that may result from multiple access to his or her account. The Primary Login holds the sole responsibility of determining the type of access to give each Secondary Login, and the sole responsibility to monitor activities occurring in the PayPal account. If any changes to a login's access are needed it is the responsibility of the Primary Login to increase or decrease the access privileges. If any unauthorized activity takes place because of access granted to a Secondary Login, the Primary Login is responsible for the charges and/or losses. By accepting this User Agreement and using the Permission Levels Feature, YOU AFFIRMATIVELY AGREE TO HOLD PAYPAL HARMLESS FROM ANY LOSSES OR OTHER DAMAGE WHATSOEVER INCURRED AS A DIRECT OR INDIRECT CONSEQUENCE OF ACCESS TO YOUR ACCOUNT BY OTHER LOGINS AND YOU AGREE TO INDEMNIFY PAYPAL FOR ANY HARM THAT ARISES AS A DIRECT OR INDIRECT CONSEQUENCE OF YOUR USAGE OF THIS FEATURE.

IX. Additional User Agreement for PayPal Shops

The terms below apply specifically to use of the PayPal Shops feature, which enables Users to display information about their website to other Users through the www.paypal.com website.

Accuracy of website registration information. All information you provide at the time of PayPal Shops registration must be truthful, including the website's title, description, category, and all other requested information. If any change occurs in your PayPal Shops registration information, you must promptly update the information through the PayPal website. Failure to comply will result in the removal of any mention of your website from the PayPal website, and may result in permanent ineligibility from registering a website with PayPal. Provision of deceptive information may result in the locking or closing of your PayPal account. You grant PayPal the right to access your site through manual observation or automated "spidering" or other automated search techniques in order to confirm the accuracy of your registration information. PayPal is under no obligation to monitor the accuracy of your site.

Eligibility.

Domestic Users. Domestic Users who meet the following conditions are eligible to register a website in PayPal Shops:

The User has a Verified Premier or Business

The User maintains a registered credit card with their PayPal account.

The User has opened a PayPal Money Market Fund account.

If at any time the owner of a registered Shop no longer meets one or more of the requirements listed above that website will cease to be listed in the PayPal Shops directory.

Non-U.S. Users. Non-U.S. Users who meet the following conditions are eligible to register a website in PayPal Shops:

The User has a Non-U.S. Verified Premier or Business Account.

The User has been in the PayPal system for no less than 60 days.

The User has a Seller Reputation Number of at least 10.

If at any time the owner of a registered Shop no longer meets one or more of the requirements listed above, that website will cease to be registered with PayPal and listed in the PayPal Shops directory.

Website must accept PayPal payments. This website must accept PayPal payments. If an investigation of your website shows that it does not accept PayPal payments, it may be removed from the PayPal Shops Directory. You may re-register your website for PayPal Shops when it accepts PayPal payments.

Other. By registering for PayPal Shops, you grant PayPal the right to run a credit check on you or your business at any time. PayPal reserves the right to remove the listing of any website from the PayPal Shops directory at any time, for any reason.

License to Use Your Information. You remain the owner of the Website registration information that you provide to PayPal, but by providing such information to PayPal, you are granting PayPal permission to use the information in connection with the PayPal Shops service. Specifically, you grant PayPal a non-exclusive, worldwide, perpetual, royalty-free license to copy, publish and display your Website registration information on the PayPal website or in e-mail messages related to your PayPal transactions, subject to compliance with PayPal's Privacy Policy. This license will end upon termination of your membership in PayPal Shops, whether such termination is caused by you or by PayPal.

No Endorsement. PayPal's presentation of website registration information is not an endorsement of the website or of any goods or services offered on the website. Any attempt to state or imply PayPal's endorsement of your goods or services constitutes grounds for immediate termination of your participation in PayPal Shops.

No Illegal Websites or Websites which violate the PayPal Shops Allowable Goods and Services Guidebook. You may not register a website that promotes or facilitates illegal actions, including but not limited to the sale of goods or services that infringe on the intellectual property of a third party. You also may not register a website that violates the rules outlined in the PayPal Shops Allowable Goods and Services Guidebook. Any such registration constitutes ground for immediate termination of your participation in PayPal Shops and immediate closure of your PayPal account. All such actions may also violate your Wells Fargo requirements and/or MasterCard/VISA regulations or policy and as such constitute grounds for termination of your card accounts with these organizations. Such termination may result in you being prohibited against registering a new account with any MasterCard or VISA acquiring Bank.

Shopping at Websites Registered with PayPal. Website registration information is provided by the owner of the website, and PayPal is not responsible for any errors or misrepresentations in such information. PayPal specifically disclaims all warranties with respect to website registration information, including but not limited to the warranty

of merchantability and the warranty of accuracy of informational content. PayPal does not guarantee any level of security in shopping at third-party websites registered with PayPal, nor does PayPal guarantee the quality of goods or services offered on these websites. For more information on security in Web shopping, please visit our Security Tips page.

Fees. Placement in PayPal Shops is currently free. Fees may be introduced in the future, but no changes will be made without first notifying you.

X. PayPal MasterCard, Debit Card User Agreement

Eligibility. At this time, the PayPal MasterCard Debit Card (the "Debit Card" or the "Card") is offered to U.S. and, in limited circumstances, select Non-U.S. PayPal users only. Users that are offered a debit card will need to complete the following application requirements, if they have not already done so:

Have been a PayPal member for at least 60 days

Have registered a credit card where the monthly statement is sent to a physical street address (not a P.O. Box). PayPal will only mail the Debit Card to this address; periodic statements and transaction information will be available on the PayPal website and not by mail.

Have linked a bank account to their PayPal account and verified control of the bank account

Have opened or upgraded to a Premier or Business account

Upon review by our Account Review department are deemed as being an active member in good standing within the PayPal community.

Obtaining and activating your Debit Card.

PayPal retains the sole discretion to accept or reject any application for a Debit Card. If your application is accepted, it will take between 2-4 weeks to process your request and mail the Debit Card to your address. For security reasons, we will only send the card to your Primary credit card billing address.

Once you receive your card in the mail, you can activate your card by logging into www.paypal.com and following the instructions at the "Activate Debit Card" link on the Account Overview page, including selection of a Personal Identification Number (PIN).

Using your Debit Card

Using your card at an ATM. You may use your Debit Card at any ATMs which are a part of the MasterCard/Maestro/Cirrus ATM network. ATM withdrawals are available up to the daily authorization limits disclosed in Section 5 below, provided the available balance in your PayPal Account (including your Money Market

Fund) is greater than or equal to the amount requested. You may use your Debit Card at such an ATM to perform the following types of transactions:

Withdraw funds from your PayPal Account. If you maintain balances in your account in currencies other than U.S. Dollars, you may only use your PayPal MasterCard Debit Card to withdraw from your U.S. Dollar balance.

Find out your PayPal Account balances

Note: A specific ATM terminal may not perform or permit all the above transactions. Each Debit Card may only be linked to a single PayPal account. To withdraw funds from your PayPal account, choose "Checking Account" when given the option at an ATM.

Using your card to pay for purchases. You may use your Card to purchase goods and services from merchants that accept MasterCard, up to the available balance in your PayPal Account, and subject to the transaction limits specified in Section 5 below. Purchases made with your Card will be charged against your PayPal Account balance. If you maintain balances in your account in currencies other than U.S. Dollars, you may only use your PayPal MasterCard Debit Card to charge purchases against your U.S. Dollar balance.

Fees and Rebates

Using your card at an ATM. PayPal charges a \$1.00 USD ATM fee when you withdraw funds. In addition, ATM transactions may be subject to a surcharge assessed by the terminal owner. PayPal has no control over these surcharge fees.

Using your card to pay for purchases. There is no fee to use your card to make purchases at merchants that accept MasterCard. In addition, if you join our PayPal Preferred Rewards Program, you will earn money back on qualifying debit card purchases. See the section below for details.

PayPal Preferred Rewards / cash back

Purchases that qualify: The PayPal Preferred Rewards program provides cash back for all PayPal MasterCard Debit Card purchases that do not require a PIN. Most transactions do not involve a PIN, such as restaurant bills or paying online.

Many merchants that do ask for a PIN (e.g. at gas stations or grocery stores) offer you the option of choosing 'Credit' or 'Debit' when making a transaction. To qualify for the cash back, you must choose 'Credit'. Even though you choose 'Credit,' the transaction will be processed as a debit to your PayPal balance, not as a loan of any kind.

Eligibility. To be eligible for PayPal Preferred Rewards, you must complete the following requirements:

Obtain and activate a PayPal MasterCard Debit Card.

Sell on eBay at the rate of at least one auction every three (3) weeks and confirm your eBay information with PayPal.

Show PayPal in all of your eBay auction listings as the only online payment option that you advertise.

Promotion Period: PayPal reserves the right to change the PayPal Preferred Rewards program. PayPal will announce any changes to the program 4 weeks in advance in the Policy Updates section of the Account Overview page.

Other Terms and Conditions

Daily ATM Withdrawal and Spending Limits For your protection, your Card transactions will be subject to daily limits of \$400.00 USD for ATM withdrawals and cash like withdrawals (e.g. advances and money transfers) / \$3,000.00 USD for purchases. Also note that for your security, all debit cards are subject to a 15 transaction per day limit.

If you reach your daily limit, for fraud prevention purposes, you may not be able to complete additional transactions on that day and the following day. This restriction should be lifted within a day.

Benefits of a PayPal/MasterCard Premier BusinessCard. Both Premier and Business Accounts will be eligible for a PayPal / MasterCard Premier BusinessCard. This card has additional features and benefits that are entirely free to the cardholder and are not available on standard consumer cards. Please see the MasterCard Guide to Benefits (PDF, 85 KB). If you are not a business and want a regular PayPal / MasterCard Debit Card, please contact us using this form. One of our Debit Card Support Representatives will process your request and mail the card to you.

Expiration. Unless otherwise stated on your Card and in your Card activation materials, the Card will expire 2 years from the month it was issued.

Foreign Transactions. If you use your Card to obtain money or to purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount by the MasterCard network, and may be assessed up to a 1% foreign exchange fee from PayPal. In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect

on the transaction date. You acknowledge that PayPal does not determine, in full, the currency conversion rate that is used.

Preauthorization Holds. When you use your Card at a point of sale location or when you use the MasterCard or other network enhancement feature of the Card to obtain goods or services or to obtain money from a merchant, the merchant may attempt to obtain preauthorization from us for the transaction. If the merchant makes such a request, we place a ten-calendar day hold on your PayPal account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant) If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which will remain on the account until the 10th calendar day after the request (money is returned to the account on the 11th day). This hold may affect the availability of funds from your PayPal Account to pay for transactions. We will not be responsible for any damages if any transactions are not completed because of the hold.

Your Right To Receive Documentation Or Notice Of Transactions. TELL US AT ONCE if you believe your Card or any other Access Device has been lost or stolen or if you think your PIN or Password is no longer secure or confidential. Please log in into www.paypal.com and report your card as Lost / Stolen in the "Profile" section. Reporting the card Lost / Stolen on the site is the best and fastest way of keeping your possible losses down.

If you tell us within two days after you learn of the loss or theft, you are covered on MasterCard's Zero Liability policy if someone used your Card or other Access Device without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or other Access Device, and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.00 USD. Also if your on-line statement shows transactions that you did not authorize, TELL US AT ONCE. If you do not tell us within 60 days after the Periodic Notice is transmitted to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time. A transfer is not considered unauthorized, and you will be fully liable, if you have given a person your Personal Identification Number (PIN) or debit card.

If a good reason (such as a long trip or a hospital stay) kept you from telling us about unauthorized transactions, let us know and we will extend the time periods if and as appropriate. You may also have additional rights under the MasterCard Zero Liability program.

To protect yourself from losses, you should not reveal your Password, PIN, or any other Access Device to any person not authorized by you to use your PayPal account; not write your PIN or Password on your Card or on any item kept with your Access Devices; and not leave a computer terminal unattended after you have logged in using your Password or other Access Device.

Personal Identification Number/Your Electronic Signature. Your personal identification number (PIN) is a security code, which has been designed to protect your transaction account against unauthorized use. The PIN provides enhanced security for your account and must be used when making transactions to your account. It is your electronic signature. Since the PIN is for security purposes, you should memorize it and it should not be disclosed to anyone. You can change your PIN at any time, and a temporary hold can be placed on your account if the PIN has been compromised or if your card is lost or stolen. Maintaining the security of your PIN and card is your responsibility.

Ownership Changes If you authorize a name change on your account (limited to a change due to either a divorce, marriage or birth certificate change), it will be your responsibility to destroy your old PayPal Debit Card, as well as obtaining a new Personal Identification Number (PIN), or you may be liable for any losses which may occur.

If you are a business account holder with a business name on your debit card, you must contact us to update your account information with your personal name, so that a card can be reissued in your personal name. Otherwise, you may be less protected by our purchase protection policies.

Termination. We may terminate debit card services, in whole or in part, without advance notice, due to your default, account downgrade, our decision to terminate our debit card business, or as a security precaution. If you or we cancel this Debit Card Agreement you must surrender or destroy your Card or any other Access Device issued to you. Depending on the circumstances, we will attempt to give you prior notice, but this may not be possible in all cases.

In Case Of Errors Or Questions About Your Electronic Transfers. Telephone Customer Service at 402-935-7733, contact us using this contact form, or write PayPal, Attn: PayPal Debit Card Department, P.O. Box 45950, Omaha, NE 68145-0950, United States, as soon as you can if you think your statement is wrong or if you need more information about a transfer shown on the statement. We must hear from you NO LATER than 60 days after the problem or error has appeared on your on-line statement. If you are certain that a transaction is an error, complete the affidavit form and mail it to PayPal, Attn: PayPal Debit Card Department - Dispute Resolution, P.O. Box 45950, Omaha, NE 68145-0950, United States.

What We'll Ask You

If you initially provide this information to us via the telephone, we may require that you send your complaint or question in writing within 10 business days. Please complete the affidavit form and mail it to PayPal, Attn: PayPal Debit Card Department, P.O. Box 45950, Omaha, NE 68145-0950, United States. We will advise you of the results of our investigation within 10 business days after we hear from you (20 business days for transactions at a point of sale terminal or outside the United States) and if we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for transactions at a point of sale terminal or outside the United States). If we decide to do this, we will provisionally

re-credit your Account within 10 days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not provisionally re-credit your Account.

At the end of our investigation, we will advise you of the results within three (3) business days. If we determine that there was no error, we will send you a written explanation and we may debit any provisional credit, any fees, and/or interest provisionally credited in relation to the alleged error. You may ask for copies of the documents that we used in our investigation.

Our Liability For Failure To Complete Transactions. If we do not complete a Card transaction on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages proximately caused by this failure. However, there are some exceptions. For instance, we will not be liable if:

Through no fault of ours, you do not have enough available funds in your PayPal Account to make the transaction.

The automated teller or money dispensing machine does not have enough money.

Any terminal or system was not working properly and you knew about the breakdown when you started the transaction.

Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

Confidentiality. We will disclose information to third parties about your Card account or the transactions you complete with the Card only in accordance with our Privacy Policy, including:

In order to process and complete your transactions, including verifying the authenticity of the transaction;

In order to comply with government agency or court orders, including proper requests from law enforcement agencies, or to conduct investigations of fraud or violations of our User Agreement; or

If you give us your written permission.

Please see our Privacy Policy for a complete description of our use and protection of your Account information, including our use of cookies.

What Constitutes a Business Day. PayPal's business days are Monday through Friday. Saturday, Sunday, and Holidays are not considered business days.

Non-U.S. and U.S. Territory Availability: The PayPal Debit Card is available only to U.S. members with an address in the 50 states, and select Canadian users. Over the course of 2002, PayPal intends to make cards available to select users residing outside the U.S. or in U.S. territories.

Retrieval Requests: Upon written request, copies of documentary evidence of transactions on your PayPal Debit card account are available for income tax and other purposes at a cost of \$10.00 USD per item. As long as the computer you use to access your PayPal account is connected to a functioning printer, you can always print out your transaction history, or the details of a specific transaction, without any additional charge. We will not charge you for documentation obtained in connection with a good faith assertion of error in connection with your PayPal Debit card.

"Virtual" MasterCard Debit Card Number: If you are a Verified U.S. account holder with a confirmed bank account, a registered Credit Card and money in your account, you have the option to redeem your funds by making an online purchase at any major internet retailer (e.g. Amazon.com). The Shop Anywhere / PayPal Debit Bar feature allows you to spend your PayPal balance at online stores. You will be issued a 16-digit "virtual" MasterCard debit card number and an expiration date, which together can be used to access the balance of your PayPal account at online merchants that accept MasterCard. For your security, the spending limit on the virtual debit card is \$150.00 USD per day.

The 16-digit Virtual Debit Card is different from a plastic (i.e., "real") PayPal MasterCard Debit Card (See Section 1 above). The PayPal ATM / Debit Card will bear a different 16-digit account number and expiration date and will allow you to use your PayPal balance for payment in offline transactions, as well as ATM withdrawals.

Additional Agreement for users requesting a second Debit Cards attached to account. PayPal provides that current debit card holders who continue to meet the original debit card requirements (see section 1) may request a second debit card (i.e. for a spouse). The primary cardholder warrants and agrees that he or she will be liable for all charges incurred by the secondary cardholder to the same extent and as if they were charges made by the primary cardholder. Because the PayPal account belongs to the primary debit cardholder, PayPal customer service will not share any account information with the secondary card holder. The secondary cardholder can, however, report his or her card Lost or Stolen at any time to our customer service department. Finally, please be aware that each PayPal account has a single daily debit card spending limit of \$3,000.00 USD and a single daily ATM limit of \$400.00 USD. These limits will be shared between both cards (that is, daily limits will not increase if a second card is requested).



CUSTOMER TERMS & CONDITIONS

This Agreement contains the complete terms and conditions that apply to your participation in Safaricom's M-PESA Mobile Money Transfer Service and supersedes all other agreements entered into between you and Safaricom Limited of P.O. Box 66827 Westlands, Nairobi – 00800 ("Safaricom") with respect to the M-PESA mobile money transfer Services. These terms and conditions take effect on the date of publication. By participating in or continuing to use the M-PESA Service you shall be deemed to be making an affirmative statement of your acceptance of these terms and conditions.

1. Definitions

"Account" means your M-PESA Account, being the record maintained by us of the amount of E-Money from time to time held by you and represented by an equivalent amount of cash held by the Trustee on your behalf;

"Agent" means a person appointed by Safaricom to offer M-PESA Services and includes participating ATM networks, further details of which may be obtained from Safaricom;

"Cash" means the lawful currency of the Republic of Kenya;

"E Money" means the electronic monetary value depicted in your M-PESA Account representing an equal amount of Cash held by the Trustee and which may be redeemed through an M-PESA Agent for an equal amount of Cash;

"Foreign National" means a person who is not a citizen of Kenya irrespective of whether the person is permanently resident in Kenya.

"Log Book" means the book maintained by the Agent in which all Transactions are recorded and which serves as conclusive evidence of the successful completion of those Transactions.

"M-PESA Services" or **"M-PESA"** means the money transfer services provided by Safaricom including issuance, management and redemption;

"M-PESA System" or **"M-PESA"** means the system operated by Safaricom providing the M-PESA Services;

"Network" means the Global System for Mobile Telecommunication ("GSM") system operated by Safaricom and covering those areas within the Republic of Kenya as stipulated from time to time by us;

"Outlet Operator" means the assistant attending to you at an Agent Outlet;

"Outlet" means any shop, unit or other retail premises or portion thereof operated by an Agent;

"Participant" or **"User"** means any person that participates in the M-PESA System by using the M-PESA Services to send or receive money and includes any person that facilitates the redemption of E-Money;

"PIN" means your personal identification number being the password you choose to access and operate your Account;

"Pre-paid Airtime" means mobile phone calling credit on Safaricom's Network;

"Registration Form" means the registration form containing registration details and your acceptance of these Terms and Conditions;

"Secret Word" means the secret password allocated to you upon activation of your M-PESA Account by keying in the Start Key;

"SIM Card" means the subscriber identity module which when used with the appropriate mobile phone equipment enables you to use the M-PESA Services;

"SMS" means a short messaging service that enables the transmission of text messages from one mobile phone to another;

"Start Key" means the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account;

"Transaction" means the movement of money in to, or out of your M-PESA Account;

"Trustee" means the M-PESA Holding Company Limited;

"Trust Deed" means together the Declaration of Trust dated 23rd January 2007 and the Amendment Deed dated 19th June 2008 executed by the Trustee constituting the trusts under which the Trustee holds all amounts of cash received for your Account in trust for you upon the terms and conditions therein specified. . These documents are available for inspection at www.safaricom.co.ke

"You" or **"your"** means the M-PESA Customer who has registered to use the M-PESA Service;

2. Service Description

- 2.1. Safaricom operates the M-PESA mobile money transfer service that allows you to send and receive money through your registered mobile phone.



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- 2.2. M-PESA is available to all Safaricom subscribers upon registration for the M-PESA Services and your acceptance of these Terms and Conditions. Customers on other Networks may have limited range of functionality.
- 2.3. You may register for an M-PESA Account with any M-PESA Agent or at any Safaricom retail centre by completing the M-PESA Registration Form.
- 2.4. Safaricom may in its absolute discretion restrict or limit the number of accounts you may operate at any one time.
- 2.5. By registering to use the M-PESA Service you agree to these Terms and Conditions (the "Terms and Conditions"), which shall form a legally binding agreement between you and Safaricom.
- 2.6. Safaricom may in its absolute discretion refuse to register or revoke the registration of any person on the M-PESA System.
- 2.7. You may acquire E-Money in your M-PESA account by depositing Cash at an M-PESA Agent outlet or receiving a remittance of E-Money from another M-PESA Participant, through an international money remittance from a participating remittance service provider or through any other acceptable means that Safaricom may provide.
- 2.8. All Transactions shall be denominated in Kenya Shillings. The M-PESA System may not recognize any monetary value depicted as Cents. You hereby agree to round off any Transaction value to the nearest Kenya Shilling.
- 2.9. Your Cash represented as E-Money is held in trust for you by the Trustee by virtue of the Trust Deed under which the Trustee declared itself trustee of the monies held for you in the Account and other Participants as beneficiaries in accordance with the trusts declared by the Trust Deed. By participating in and/or continuing to use the M-PESA Services you acknowledge the sufficiency of the Trust Deed as creating a valid trust over funds held by the Trustee on your behalf upon the terms therein specified
- 2.10. You acknowledge that the Trustee may treat the records of the M-PESA System as conclusive evidence of the amount of E-Money at any time standing to the credit of your Account and the Trustee is not bound to make any independent investigation of your beneficial entitlement to the Cash held in trust.
- 2.11. Subject to the prescribed Transaction limits and the provisions of these Terms and Conditions, the balance of your M-PESA account is redeemable at any time and shall be disposed of only in accordance with your instructions given via the M-PESA System.
- 2.12. You acknowledge that M-PESA is neither a bank nor a deposit-taking institution.
- 2.13. All charges applicable to the M-PESA service are set forth in a separate fee schedule available at Agent outlets and as may be published from time to time by Safaricom and are subject to change at any time at Safaricom's sole discretion.
- ### 3. Account Opening and Maintenance
- 3.1. The following conditions must be met before opening an M-PESA account in your name:
- 3.1.1 You must be at least 18 years old with capacity to enter into contracts.
- 3.1.2 You must have an M-PESA enabled SIM card through which you may access the M-PESA services. If your SIM card is not M-PESA enabled, you may swap it at a nominal fee for one that is M-PESA enabled.
- 3.1.3 You must complete the Registration Form and submit it when duly completed and signed by you. For the avoidance of doubt a completed Registration Form shall bear your name as it appears on your ID and such other information as may be required.
- 3.1.4 You must provide sufficient proof of identification (ID). For the purpose of this agreement, sufficient proof of (ID) shall be an original national or military ID card if you are a Kenyan national; and original Alien Certificate, Diplomatic ID or Passport if you are a foreign national. Copies of the ID provided may be retained by the Agent facilitating your registration.
- 3.1.5 You must not provide any false, inaccurate, incomplete or misleading information.
- 3.2. Notwithstanding the generality of the foregoing, a person with Parental Authority may open and maintain an account in their name for and on behalf of a minor. For purposes of this agreement, a person with Parental Authority shall include the birth parents of a minor, legal guardian, school-master or other person who can demonstrate legitimate authority over the minor's affairs.
- 3.3. You are responsible for ensuring that your registration details are maintained up to date.
- 3.4. Safaricom may reject your application at its discretion if any of the account opening requirements are not met or
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if you fail to provide us with satisfactory proof of identification.

- 3.5. Safaricom reserves the right to request further information pertaining to your account at any time failure to which may result in limitation on usage of the M-PESA Service, suspension or termination of the account.
- 3.6. You must not maintain more than two M-PESA Accounts. If at the time of commencement of these Terms and Conditions you maintain more than one M-PESA account, Safaricom shall reserve the right to migrate one account to the next tier requiring enhanced due diligence (including the submission by you of additional documentation as may be required) and to close any extra accounts.
- 3.7. The account remaining on the first tier shall be limited to such annual Transaction limits as Safaricom may in its sole discretion, determine which, when exhausted, shall render the account terminated and all excess balances therein moved to the next tier account.
- 3.8. Accounts on higher tiers shall have higher annual Transaction limits as may be determined by Safaricom.
- 3.9. No interest will be paid on any funds held in your M-PESA Account.
- 3.10. Subject to Safaricom's due diligence and vetting, you may obtain an official statement of your M-PESA Account from any Safaricom retail centre for which you may be charged a fee. An official statement of account shall be conclusive evidence of the Transactions carried out on your M-PESA Account during the period covered in the statement.
- 3.11. For the avoidance of doubt Safaricom shall not be obliged to adduce evidence in any civil or criminal court in relation to the contents of any statement obtained from a retail centre pursuant to clause 3.10.

4. Privacy Policy:

- 4.1. Safaricom recognizes the importance of protecting the privacy of all information provided by users of M-PESA. This statement is meant to affirm our utmost respect for your rights to privacy.
- 4.2. Safaricom collects personally identifiable information that we use to profile M-PESA Users and administer individual M-PESA accounts, update M-PESA databases, and provide User support.
- 4.3. Save as provided hereunder, Safaricom does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent

unauthorized access and to ensure confidentiality of your personal information.

- 4.4. You acknowledge that by using the M-PESA Services, some of your personal information will be passed on to any person whom you receive E-Money from, or send E-Money to and will be available to any third party involved in the operation of the service including without limitation, M-PESA Agents, ATM Switch providers and Vodafone Group Services.
- 4.5. You accept that Safaricom shall have the right to monitor your account usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, fraud or other criminal activities;
- 4.6. Safaricom employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. Safaricom employees are also responsible for the internal security of the information. Employees who violate Safaricom's privacy policies are subject to a range of disciplinary actions.
- 4.7. Any person submitting any information to Safaricom through the M-PESA System may be granted access rights to that information. Safaricom has developed systems that enable access and correction of information submitted to it.

5. Acceptable Account Usage:

- 5.1. After your account has been opened and activated, you will be able to initiate the following Transactions:
 - 5.1.1 load E-Money through a participating Agent outlet;
 - 5.1.2 send E-Money to and receive E-Money from other users;
 - 5.1.3 withdraw Cash from your Account through participating M-PESA Agents;
 - 5.1.4 withdraw Cash from your Account through participating ATM networks;
 - 5.1.5 buy Safaricom Prepaid Airtime;
 - 5.1.6 pay utility bills or make one-off or periodic payments or remittances to participating utility providers, financial institutions charity organisations, etc.;
 - 5.1.7 pay for goods purchased from participating "Buy Goods" merchants;
 - 5.1.8 manage your Account (e.g. check balance inquires, change PIN, etc.); and

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- 5.1.9 any other Transactions as may be introduced by Safaricom or financial institution partners from time to time.
- 5.2. Safaricom does not warrant that all functionalities shall be available at all times and may withdraw any functionality or the M-PESA Service in general as a direct result of new or amended legislation, statutory instrument, Government regulations or policy.
- 5.3. Safaricom may provide additional functionality on the M-PESA menu following integration with financial institutions and other entities providing you with specified services. Such functionality may give you limited access to systems of the financial institutions or other entities. By using such functionality to gain access to other systems you hereby agree to indemnify Safaricom against and hold Safaricom harmless from any losses arising from your access to such external systems.
- 5.4. In the event of any review of our business planning, technical, public interest or operational reasons, changes within the industry, recommendations from regulatory bodies or similar events, Safaricom may vary these Terms and Conditions or policies affecting usage and shall notify you of such changes through appropriate means. Your continued use of the M-PESA Service shall be deemed to be your acceptance of all such varied terms and conditions or policies.
- 6. M-PESA Access Responsibility**
- 6.1. Access to the M-PESA Services is PIN protected. You hereby agree to guard your PIN and not to disclose it to any third party including M-PESA Outlet Operators, Safaricom staff or any person purporting to have authority to ask for it.
- 6.2. You acknowledge that you shall be solely responsible for the security of your PIN and Secret Word. Safaricom shall not be liable for any disclosure of your PIN to any third party and you hereby agree to hold Safaricom harmless from any losses that result from any PIN disclosure.
- 6.3. You are responsible for all instructions given to Safaricom in relation to your M-PESA Account.
- 6.4. Safaricom shall deem each correct PIN entry as being performed by the legitimate owner of the M-PESA account and shall regard all subsequent Transactions as validly performed by you.
- 7. Loading E-Money**
- 7.1. You may load E-Money into your M-PESA Account only and not directly into another M-PESA participant's M-PESA Account.
- 7.2. In order to load E-Money, you must complete the information requested, including passing the identity and security validation and verification procedures to ascertain that you are the owner of the account and then hand over Cash equivalent to the E-Money sought to be loaded to the M-PESA Agent.
- 7.3. After handing over the Cash to the M-PESA Agent, you must ensure that you sign the Log Book which will serve as conclusive evidence that you have successfully completed the deposit Transaction.
- 7.4. Safaricom reserves the right to prescribe Transaction limits and may allocate some M-PESA Accounts with higher or lower limits.
- 8. Transferring E-Money**
- 8.1. Transaction limits and charges as prescribed by Safaricom shall apply each time you use the "Send Money", "Pay Bill", "Buy Goods" or other functionalities that effect the transfer of funds from your M-PESA Account.
- 8.2. Your Transaction request will not be completed:
- 8.2.1 If you have insufficient funds in your M-PESA Account to complete a Transaction or to cover the charges for a Transaction;
- 8.2.2 If you have reached the maximum Account balance limit prescribed by Safaricom;
- 8.2.3 If you have reached the daily limit prescribed by Safaricom;
- 8.2.4 If your Account has been temporarily suspended or permanently frozen on valid grounds;
- 8.2.5 If there is any other compelling reasons such as temporary system delay or outage.
- 8.3. You may send E-Money to any Participant on the M-PESA system as well as any mobile telephone user on any network in Kenya by following the instructions on your phone's M-PESA menu.
- 8.4. You will be charged a fee for any transactions you undertake. The fee will be in accordance with the published tariffs.
- 8.5. If the E-Money in your M-PESA Account is not sufficient to carry out your Transaction (including to cover the Transaction cost) request in full, the Transaction will not
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be completed and no E-Money will be debited from your M-PESA Account.

- 8.6. Upon the successful completion of your Transaction to another M-PESA Participant, Safaricom will immediately cause the transfer of the E-Money to the other Participant's M-PESA Account. You and the recipient will both be notified by SMS as to the completed status of your transaction.
- 8.7. Where Safaricom is unable to complete a transaction, you will be notified by SMS as to the reasons for not completing the transaction.
- 8.8. Each Transaction you undertake will be accompanied by a unique receipt number that will appear in the confirmation SMS sent to you and will include an updated balance of your Account. This receipt number may be used to track & identify the Transactions carried out on your Account and the SMS should therefore not be deleted if reliance on it will be required.
- 8.9. Upon the successful transmission of E-Money from your Account to registered recipient's M-PESA account, title to the E-Money will pass to the recipient.
- 8.10. Where the recipient is not registered on the M-PESA System, title to the E-Money will remain with you. However, you will not be able to withdraw the funds or send the funds to any other recipient or otherwise reverse the Transaction unless the initial Transaction is cancelled by Safaricom upon the failure of the recipient Participant to accept the remittance within the stipulated time-frame as provided in 8.12.
- 8.11. If the recipient does not have an M-PESA account, Safaricom will send the recipient an SMS containing a one time voucher to enable them encash the value sent to them
- 8.12. If, within 7 days (or such longer period as may be determined by Safaricom) of the Transaction being made to a non-registered recipient, the recipient has not opened or cashed their voucher, Safaricom will cancel the Transaction and the E-Money will be sent back to your account. You will be notified by SMS of the cancellation and reversion of the E-Money.
- 8.13. A Transaction once completed is final and irrevocable. As such, Safaricom shall not be under any compulsion to reverse any Transaction.
- 8.14. Notwithstanding the import of clause 8.13, Safaricom reserves the right, at its sole discretion, to cancel or reverse a Transaction if reasonable grounds such as manifest error or fraud are shown and PROVIDED that the recipient has

not redeemed the E-Money and the reversal claim is made within one (1) month of the erroneous Transaction date.

- 8.15. Safaricom will not be compelled to refund or compensate the sender if the E-Money is sent to a recipient mistakenly or in error or fraudulently or under duress and subsequently redeemed for Cash or otherwise spent by the recipient of the mistaken, erroneous or fraudulent Transaction and you hereby agree to hold Safaricom harmless for any losses arising from a mistaken, erroneous or fraudulent transfer of funds or any transfer of funds from your account effected under duress or under coercion or criminal force.

9. Receiving E-Money

- 9.1. If you are registered on the M-PESA system and you receive an SMS informing you that you have received E-Money from another M-PESA Participant or through an international money remittance, the E-Money shall be loaded to your M-PESA Account immediately and you may redeem the E-Money at any Agent Outlet or participating ATM networks or transfer the funds to a third party by following the M-PESA menu options on your mobile phone.
- 9.2. If you receive funds in error you acknowledge that you shall be obliged to return the funds to the sender failing which Safaricom may reverse the payment to the sender.
- 9.3. You may be liable to face prosecution for consuming or utilising funds sent to you in error.

10. Withdrawal (Redemption) of E-Money

- 10.1. *Agent Outlets:* Upon passing the vetting requirements conducted by an Agent, you may withdraw your E-Money at participating Agent Outlets by accessing your Account and following the prompts on your phone's M-PESA menu; however, any withdrawal Transaction must be initiated and completed within an Agent's premises and you must ensure you sign the Log Book which will serve as conclusive evidence of the successful completion of the withdrawal Transaction.
- 10.2. *ATM Outlets:* You may withdraw your E-Money at participating ATM network Outlets at any time by accessing your M-PESA Account and following the prompts on your phone's M-PESA menu. You will receive a one time voucher which should be cashed at participating ATM networks within the prescribed

timeframe. Failure to do so will cause the voucher received to expire.

- 10.3. Safaricom shall, subject to Transaction limits on the M-PESA System, process the requests you make immediately after being satisfied that the person making the redemption has passed all identity and security validation and verification procedures. In the event of a dispute over the redemption of the funds, it shall be sufficient for Safaricom to show a logical association between the Transaction and the verification of identity and/or security procedures conducted to ascertain identity of the person entitled to the funds.
- 10.4. Subject to any other provisions to the contrary, you will be charged a withdrawal fee each time you withdraw funds from your M-PESA account.

11. Intellectual Property

All intellectual property rights in the M-PESA Service including the M-PESA trademark are the property of Safaricom and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of M-PESA materials or intellectual property, without the express prior written consent of Safaricom and/or its affiliates is strictly prohibited.

12. Fees

- 12.1. You are responsible for the payment of all applicable fees. Safaricom publishes fees payable in information pamphlets, daily newspapers, Agent Outlets and on the Safaricom website. Safaricom's Customer Care department will be on hand to assist you with the fee schedule if you are uncertain about the applicable fee.
- 12.2. All fees are deducted at source and are subject to change at any time at Safaricom's sole discretion.
- 12.3. Fees payable on each Transaction will be deducted from your M-PESA Account at the completion of each Transaction. Your new balance on completion of the Transaction shall be notified to you by SMS.
- 12.4. Except as may otherwise be notified, fees are inclusive of all applicable taxes including Value Added Tax at the prevailing rate.

13. Suspension, Termination & Freezing

- 13.1. Safaricom reserves the right at its sole discretion to suspend or terminate the agreement if you use the M-PESA account for unauthorised purposes.
- 13.2. Safaricom may suspend or terminate your Account if your SIM has been inactive for a period of ninety (90) days or such other period as may be prescribed. In the event of

account suspension or termination for reasons of inactive SIM, Safaricom shall archive your Account and recycle your mobile telephone number associated with your Account as required by law. Money held to your credit shall not be lost by virtue of archiving your Account or recycling of your mobile telephone number.

- 13.3. You acknowledge that Safaricom may be compelled by law to suspend and/or freeze your Account or decline to execute your Transaction requests if there are reasonable grounds to suspect that an Account has been or is being or may be used to receive or send funds in connection with any criminal or fraudulent activity.
- 13.4. You may request your Account to be closed at any time by giving written notice to Safaricom addressed to: M-PESA Operations, Safaricom, P.O. Box 66827 Westlands, Nairobi - 00800, or delivered to M-PESA Operations, Safaricom House, Waiyaki Way, Westlands.
- 13.5. Safaricom may, at its discretion, close your Account at any time for any reason upon giving one (1) week's notice to you and making reasonable attempts to reach you. In such circumstances, you shall be entitled to the balance of any funds remaining in your M-PESA Account.
- 13.6. Safaricom may send notices to you at any postal address provided by you or electronically by SMS to your mobile telephone number with which you registered on the M-PESA System.
- 13.7. This agreement terminates automatically upon the death of the Customer who has signed up for the M-PESA services.

14. Warranties, and Limitation of Liability

- 14.1. Safaricom will report any suspicious account activity to its Money Laundering Reporting Officer (MLRO). The MLRO may escalate the suspicious activity to the relevant law enforcement authority.
- 14.2. Safaricom shall use all reasonable efforts to ensure that all Transaction requests are processed in a timely manner. However, Safaricom makes no representations or warranties as to continuous, uninterrupted or secure access to the M-PESA service, which may be affected by factors outside Safaricom's control, or may be subject to periodic testing, repair, maintenance or upgrades.

- 14.3. Safaricom will not be responsible for any claim unless caused by wilful default attributable to Safaricom. Safaricom specifically disclaims all liability for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to:
- 14.3.1 Transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by you;
 - 14.3.2 Transactions made from your account by an unauthorised third party who passes all identity and verification checks;
 - 14.3.3 any fraud, deception or misrepresentations by any M-PESA Participant, whether or not the Participant has been verified,
 - 14.3.4 any damages resulting from a recipient's decision not to accept or record a Transaction made by you through the M-PESA system,
 - 14.3.5 failure of any other telecommunications or data transmission system other than the M-PESA system;
 - 14.3.6 any result of any acts of government or authority, any act of God or *force majeure*.

14.4. The limit of Safaricom's liability shall not exceed the maximum Account balance limit for the time being in force for any single event or series of events.

14.5. You agree to indemnify and hold Safaricom harmless against any claim brought against Safaricom by a third party resulting from your breach of these Terms and Conditions.

15. Dispute Resolution and Governing Law

15.1. You may contact Safaricom Customer Care (line 234) for any disputes, claims or to report Account discrepancies. Safaricom Customer Care shall handle the report in accordance with Safaricom's standard complaint handling procedures.

15.2. In certain circumstances Safaricom in conjunction with participating merchants may provide for dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by Safaricom or the participating merchants/businesses from time to time.

15.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Safaricom Customer Care may be brought to the attention of the Safaricom Manager responsible for the operations of the M-PESA Services for resolution.

15.4. Any dispute arising out of or in connection with this Agreement that is not resolved by the Safaricom Manager responsible for the operations of the M-PESA Services shall

be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitration (Kenya Chapter). Such arbitration shall be conducted in the English language in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

15.5. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

15.6. Nothing in this section shall be deemed to exclude any legally recognised dispute resolution body from receiving, hearing and determining the dispute.

15.7. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

16. Disclosure & Data Retention

16.1 You hereby expressly consent and authorize Safaricom to disclose any Transaction data or information pertaining to your M-PESA Account to any law enforcement, investigative or regulatory authority including without limitation the Kenya Police, Central Bank of Kenya, Kenya Anti-Corruption Commission, Kenya Revenue Authority or any competent Anti-Money Laundering authority for the purposes of any genuine enquiry or investigation.

16.2 You acknowledge that where your Account is determined by a competent judicial authority as containing proceeds of any criminal or money laundering activities, Safaricom may be required by law to surrender funds in your account to any statutory fund created for the purpose of recovering the proceeds of crime.

16.3 You acknowledge that Safaricom may retain your Transaction data for a period of upto seven (7) years or as may be required by any law or regulation.

17. Force Majeure

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations under these Terms and Conditions as a result of revolution or other civil disorders; belligerent aggression by an enemy; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or system availability delay or failure; fires; floods; acts of God; government or regulatory intervention; or, without limiting the foregoing, any other causes not within its

control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If such delay or failure continues for at least thirty (30) days then either Party may terminate their engagement by notice in writing to the other. Upon such termination all Cash held in trust for you in the M-PESA System shall be made good to you.

18. General

- 18.1. Using your personal M-PESA account to carry out M-PESA transactions on behalf of another person is prohibited and may expose you to criminal liability under the Proceeds of Crime & Anti-Money Laundering Act. You may not use, or permit the use of your M-PESA account to carry out any transactions on behalf of any other person.
- 18.2. You acknowledge that these Terms and Conditions are subject to amendment, modification or variation from time to time if required by, or found to be in conflict with, applicable law or regulation or otherwise without affecting the validity or enforceability of the remaining provisions.
- 18.3. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior terms. In the event of inconsistency between these Terms and Conditions and previous editions, this version will prevail.
- 18.4. These Terms and Conditions may be amended by Safaricom from time to time as Safaricom introduces new M-PESA functionalities. Such amended Terms and Conditions may be published in posters or pamphlets available at Agent Outlets, in the daily newspapers and/or on the Safaricom/M-PESA website from time to time and shall take effect immediately upon publication.
- 18.5. Safaricom's failure to exercise or enforce any right under these Terms and Conditions shall not be deemed to be a waiver of any such right nor shall it prevent Safaricom from exercising or enforcing the rights in question at any time.
- 18.6. You may not transfer any rights or obligations you may have under this Agreement without Safaricom's prior written consent.
- 18.7. You must not use the M-PESA service for the receipt of or payment for goods or services that offend or circumvent any law including without limitation, narcotic drugs, firearms, obscene or pornographic material or services, participation in pyramid or ponzi schemes, infringement of third party intellectual rights, illegal gambling, as well as material that is morally repugnant; incites violence or desires to cause harm; induces an unacceptable sense of fear or anxiety; encourages or incites any person to engage in dangerous practices or to use harmful substances; induces or promotes tribal, religious or racial disharmony; causes grave or widespread offence; or debases, degrades or demeans others.
- 18.8. Where Safaricom receives notification of the death or mental incapacity of an M-PESA user, Safaricom shall suspend all Account activity until satisfied that the relevant provisions of the Succession Act or the Mental Health Act (as the case may be) have been followed.
- 18.9. Notwithstanding the generality of the foregoing, Safaricom may provide means for the nomination of your next of kin to whom all E-Money held to your credit will be transmitted upon your death or mental incapacity.
- 18.10. A person claiming access to funds by virtue of being the administrator/executor of the estate of the deceased or the manager of the estate of a mentally incapacitated person shall, upon request by Safaricom, produce letters of administration/grant of probate (in the event of death) or a court order authorizing the person to manage the estate of the deceased or incapacitated M-PESA User or such other document as may be prescribed by Safaricom.
- 18.11. If you elect to nominate a next of Kin, or the Courts appoint an administrator/executor, Safaricom shall rely on such nomination or appointment of an administrator/executor to transmit funds held to the credit of your account to the next of kin upon the event of your death or permanent incapacity.
- 18.12. You acknowledge that M-PESA Agents are independent contractors and Safaricom shall not be liable for the acts or omissions of M-PESA Agents.