

---

**From:** PayPal <paypal@email.paypal.com>  
**Sent:** Friday, September 30, 2011 9:14 PM  
**To:** [REDACTED]  
**Subject:** PayPal Annual Privacy Policy and Error Resolution Notice

[REDACTED]

Dear [REDACTED]

Your privacy and trust are important to us, so we want to make sure you know what we do to make PayPal the best way to pay and get paid online. Part of that job is keeping your financial information private.

Each year we send you a copy of our privacy policy to answer questions and explain exactly how we collect, use and protect your information. Please look it over. You can also view the privacy policy online at any time by clicking the Privacy link at the bottom of any PayPal page.

We also want to make sure you know how to report unauthorized transactions or other errors in payments made using PayPal's services. Please take a few minutes to review our annual Error Resolution Notice. It explains what to do if you discover an error and outlines your rights for resolving issues. Please keep a copy for your records. For more information, please see section 12 of the PayPal User Agreement <[https://cms.paypal.com/us/cgi-bin/?cmd=\\_render-content&content\\_ID=ua/UserAgreement\\_full](https://cms.paypal.com/us/cgi-bin/?cmd=_render-content&content_ID=ua/UserAgreement_full)> (Resolution Procedures for Unauthorized Transactions and Other Errors).

In an electronic world, online privacy and fraud protection are vital. If you'd like to know more about how to protect yourself, the PayPal Security Center offers a variety of powerful fraud-fighting tips, tools, and technology. You can find the Security Center by clicking the Security and Protection link at the top of any PayPal page or you can contact us with questions through the Contact Us link at the bottom of any page.

Sincerely,

Michael Lee  
Senior Manager of Global Privacy

Courtney Koziol  
Senior Manager of Regulatory Compliance

Privacy Policy for PayPal Services  
Last Update: Jul 13, 2010

This policy describes the ways we collect, store, use and protect your personal information. You accept this policy when you sign up for or use our products, services or any other features, technologies or functionalities offered by us on our website or through any other means (collectively the "PayPal Services"). We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the

revised version includes a substantial change, we will provide you with 30 days' prior notice by posting notice of the change on the "Policy Updates" page of our website.

## Binding Corporate Rules

In addition to the privacy practices set out in this Privacy Policy, eBay Inc. has established a set of Corporate Rules (also referred to as Binding Corporate Rules), approved by a number of European Union privacy regulators. These Corporate Rules are a commitment by eBay Inc. to adequately protect your personal information regardless of where the data resides, and depending upon your location, may provide additional privacy rights through your privacy regulator or a court. If you would like additional information regarding the Corporate Rules contact us via the contact details below.

## How we collect information about you

When you visit the PayPal website or use the PayPal Services, we collect your IP address and standard web log information, such as your browser type and the pages you accessed on our website.

If you open an account or use the PayPal Services, we may collect the following types of information:

- Contact information - your name, address, phone, email, Skype ID and other similar information.
- Financial information - the full bank account numbers and/or credit card numbers that you link to your PayPal account or give us when you use the PayPal Services.

Before permitting you to use the PayPal Services, we may require you to provide additional information we can use to verify your identity or address or manage risk, such as your date of birth, social security number or other information. We may also obtain information about you from third parties such as credit bureaus and identity verification services.

When you are using the PayPal Services, we collect information about your transactions and your other activities on our website or using the PayPal Services and we may collect information about your computer or other access device for fraud prevention purposes.

Finally, we may collect additional information from or about you in other ways such as contacts with our customer support team or results when you respond to a survey from interactions with members of the eBay Inc. corporate family, and from other companies.

## How we use cookies

When you access our website, we, or companies we hire to track how our website is used, may place small data files called "cookies" on your computer. We and our service providers also use cookies to customize the PayPal Services, content and advertising; measure promotional effectiveness, and promote trust and safety.

We send a "session cookie" to your computer when you log in to your account or otherwise use the PayPal Services. This type of cookie helps us to recognize you if you visit multiple pages on our site during the same session, so that we don't need to ask you for your password on each page. Once you log out or close your browser, this cookie expires and no longer has any effect.

We also use longer-lasting cookies for other purposes such as to display your e-mail address on our sign-in form, so that you don't need to retype the e-mail address each time you log in to your account.

We encode our cookies so that only we can interpret the information stored in them. You are free to decline our cookies if your browser permits, but doing so may interfere with your use of our website. We may also collect information about your computer or other access device to mitigate risk and for fraud prevention purposes.

You may encounter cookies from third parties when using the PayPal Services on websites that we do not control (for example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie placed by that web page or application.)

#### How we protect and store personal information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

We store and process your personal information on our computers in the US and elsewhere in the world where PayPal facilities are located, and we protect it by maintaining physical, electronic and procedural safeguards in compliance with applicable US federal and state regulations. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

#### How we use the personal information we collect

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information to:

- provide the PayPal Services and customer support you request;
- process transactions and send notices about your transactions;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our User Agreement;
- customize, measure, and improve the PayPal Services and the content and layout of our website and applications;
- deliver targeted marketing, service update notices, and promotional offers based on your communication preferences;
- compare information for accuracy and verify it with third parties.

#### Marketing

We don't sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize the PayPal Services, content and advertising. If you don't wish to receive marketing communications from us or participate in our ad-customization programs, simply indicate your preference by logging into your account and going to the Profile subtab under the My Account tab and adjusting your preferences under Account Information, or by following the directions provided with the communication or advertisement.

#### How we share personal information with other PayPal users

To process your payments, we may share some of your personal information with the person or company that you are paying or that is paying you. Your contact information, date of sign-up, the number of payments you have received from verified PayPal users, and whether you have verified control of a bank account are provided to other PayPal users who you transact with through PayPal. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. Unless you have agreed to it, these third parties are not allowed to use this information for any purpose other than to enable the PayPal Services.

If you are buying goods or services and pay through PayPal, we may also provide the seller with your confirmed credit card billing address to help complete your transaction with the seller. The seller is not allowed to use this information to market their services to you unless you have agreed to it. If an attempt to pay your seller fails, or is later invalidated, we

may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

We work with third parties, including merchants, to enable them to accept or facilitate payments from or to you using PayPal. In doing so, a third party may share information about you with us, such as your email address or mobile phone number to inform you that a payment is sent to you or when you attempt to pay that merchant or through that third party. We use this information to confirm to that you are a PayPal customer and that PayPal as a form of payment can be enabled, or where a payment is sent to you to send you notification that you have received a payment. Also, if you request that we validate your status as a PayPal customer with a third party, we will do so. Please note that merchants you buy from and contract with have their own privacy policies, and PayPal may not be held responsible for their operations, including, but not limited to, their information practices.

Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or who has paid you through PayPal or with the third parties that offer or use the PayPal Services, except with your express permission or if we are required to do so to comply with a credit card rules, subpoena or other legal process.

#### How we share personal information with other parties

We may share your personal information with:

- Members of the eBay Inc. corporate family -- like eBay, Shopping.com or Bill Me Later, Inc.-- to provide joint content, products and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services and communications. Members of our corporate family will use this information to send you marketing communications only if you have requested their services.
- Service providers under contract who help with parts of our business operations such as fraud prevention, bill collection, marketing, and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Financial institutions that we partner with to jointly create and offer a product such as the PayPal Plus credit card where we share information with GE Money Bank to determine whether you should receive pre-approved offers for the PayPal Plus credit card. These financial institutions may only use this information to market PayPal-related products, unless you have given consent for other uses.
- Credit bureaus to report account information, as permitted by law.
- Banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you meet their criteria which includes having PayPal close your PayPal Account due to your breach of the PayPal User Agreement).
- Companies that we plan to merge with or be acquired by. (Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.)
- Law enforcement, government officials, or other third parties when
  - we are compelled to do so by a subpoena, court order or similar legal procedure
  - we need to do so to comply with law or credit card rules
  - we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our User Agreement.
- Other third parties with your consent or direction to do so.

PayPal will not sell or rent any of your personal information to third parties for their marketing purposes and only shares your personal information with third parties as described in this policy.

If you open a PayPal account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on a PayPal website) will be shared with the owner of the third party website or application and your information may be subject to their privacy policies.

#### How you can restrict PayPal from sharing your personal information

Federal and state laws allow you to restrict the sharing of your personal information in certain instances. However, these laws also state that you cannot restrict other types of sharing. Because we have chosen to refrain from certain types of data sharing, the only type of sharing of your personal information that you may restrict is as follows:

If you do not want PayPal to share your personal information with eBay companies for the purpose of marketing their products or with other financial institutions for the purpose of marketing our jointly offered products to you, please log in to your account and uncheck the box in the Information Sharing section of the Notifications and Information Sharing page. This page can be accessed by going to the Profile subtab under the My Account tab.

You can also control how we use your contact information to market the PayPal Services to you in the notifications preferences.

#### How you can access or change your personal information

You can review and edit your personal information at any time by logging in to your account and clicking the Profile subtab under the My Account tab.

#### How you can contact us about privacy questions

If you have questions or concerns regarding this policy, you should contact us by using this form <[https://www.paypal.com/us/ewf/f=ci\\_prv](https://www.paypal.com/us/ewf/f=ci_prv)> or writing to us at PayPal, Attn: Privacy Department, P.O. Box 45950, Omaha, NE 68145-0950. PayPal maintains offices at 2211 N. First Street, San Jose, CA.

PayPal is a TRUSTe licensee. If after contacting PayPal our response to your privacy concern is unsatisfactory, then you may contact TRUSTe by completing the form located here <[https://www.paypal.com/cgi-bin/webscr?cmd=\\_pp-redir&id=MBHMDTBERX3FPW4W](https://www.paypal.com/cgi-bin/webscr?cmd=_pp-redir&id=MBHMDTBERX3FPW4W)> . TRUSTe will serve as a liaison to PayPal to resolve your concerns regarding our privacy practices. Please note that TRUSTe will not intervene for any other type of issue with your account.

---

#### ANNUAL ERROR RESOLUTION NOTICE

The purpose of this notice is to provide you with important information about reporting errors in payments made using PayPal's services. You should keep this notice for future reference.

#### What to do About Questions or Errors with Your Transactions.

You should notify PayPal as soon as you can if you believe:

- your account statement (you can access your account statement by logging into your PayPal account and clicking on the "Statements" link in the "My Account" tab ) or your transaction confirmation (which is sent to you via email) is wrong;

- you need more information about a transaction listed on the statement or transaction confirmation; or
- there has been an unauthorized transaction, other error or unauthorized access to your PayPal account.

You must notify us no later than 60 days after the error first appears in your account statement. We will extend the 60-day time period if a good reason, such as a hospital stay, prevented you from notifying us within 60 days.

For any type of error, you can telephone PayPal Customer Service at (402) 938-3614. You can also notify us in writing or online by following the instructions below.

If the transaction does not involve a PayPal debit card, notify us by either:

- Using the form available in the PayPal Resolution Center [https://www.paypal.com/cgi-bin/marketingweb?cmd=\\_complaint-view&nav=0.4](https://www.paypal.com/cgi-bin/marketingweb?cmd=_complaint-view&nav=0.4) to file an unauthorized transaction report, or
- Writing to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

If the transaction involves your PayPal debit card, notify us by either:

- Logging into your PayPal account, going to the "Account Overview" page and selecting the transaction details for the transaction you wish to dispute. Then follow the directions provided for disputing the transaction; or
- Mailing the Written Statement of Disputed PayPal ATM/Debit Card Transactions Form or other notice to PayPal, Attn: PayPal Debit Card Department, P.O. Box 45950, Omaha, NE 68145-0950, or faxing it to 303-395-2855. A link to the form can be found with the directions provided for disputing the transaction as noted above.

If you notify us orally, we may request that you send us your complaint or question in writing (by following the notification procedures described in the paragraphs above) within 10 business days of providing us the oral notice.

When you notify us (orally or in writing), provide us with the following information:

- Your name and email address you used to register your account, and
- A description of the suspected unauthorized transaction or other error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction, and
- The date and dollar amount of the suspected unauthorized transaction or other error.

During the course of our investigation, we may request additional information from you.

Once you notify us of a suspected error, we will investigate your complaint or question within 10 business days (or up to 20 business days for new accounts – accounts that have 30 days or fewer since the date of their first transaction). If we need more time, we may take up to 45 days to complete our investigation (or up to 90 days for new accounts, point of sale or foreign initiated transactions).

If we decide that we need more time to complete our investigation (as explained directly above), we will provisionally credit your account for the amount of the suspected error. You will receive the provisional credit within 10 business days of the date we received your notice (20 business days for new accounts). This will allow you to have use of the money until we complete the investigation. If we ask you to put your complaint or question in writing and we do not receive your written complaint or question within 10 business days (or 20 for new accounts), we will not provisionally credit your account.

We will inform you of our decision within three business days after completing our investigation. If we determine that there was an error, we will promptly correct the error. If you have already received a provisional credit, you will be allowed to retain those funds. If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your account. You may request copies of the documents that we used in our investigation.

For this purpose, our "business days" are Monday through Friday. Holidays are not included as business days.

Copyright © 2011 PayPal Inc. All rights reserved. PayPal is located at 2211 N First St., San Jose, CA 95131.