



Meeting: Town Board of Supervisors
Place: 1293 Washington Avenue, Cedarburg
Date/Time: May 7, 2025 – 7:00 P.M.*
Web Page: www.townofcedarburgwi.gov
Posted: May 2, 2025
 *This meeting is also available remotely online. For remote access, email sjacoby@townofcedarburgwi.gov for information.

Chairman	David Salvaggio	Town Administrator	Eric Ryer
Supervisor	Wayne Pipkorn	Director of Public Works	Adam Monticelli
Supervisor	Russ Lauer	Director of Parks & Recreation	Paul Jungbauer
Supervisor	Larry Lechner	Town Treasurer	Katie LeBlanc
Supervisor	Thomas Esser	Deputy Town Clerk	Julie Mett
Town Attorney	Brad Hoeft	Building Inspector	Paul Mortimer (SafeBuilt)
Town Constable	Samuel Peters	Asst. Administrator/Clerk	Sara Jacoby

GENERAL INFORMATION

The Town of Cedarburg Board of Supervisors hold their regular monthly meeting the first Wednesday of every month at 7:00 P.M. The meeting is held in the Town Board room located at 1293 Washington Avenue, Cedarburg, Wisconsin 53012. The Town Board room is handicapped accessible. Requests for disability related accommodations or services may be made to the Town Administrator’s office by calling (262) 377-4509.

The Town Board agenda is divided into four main sections – Consent Agenda, Public Hearings, Business (both old & new) and Reports to be Received & Filed. Other sections on the agenda are considered routine items (i.e., Call to Order, Hearing of the People). Sometimes the Town Board may go into closed session pursuant to § 19.85 Wisc. Stats. A closed session normally would take place at the end of the agenda.

CONSENT AGENDA – Consent Agenda items typically include routine actions, such as approving meeting minutes, etc. However, if an elected official or member of the meeting audience has a question regarding a Consent Agenda item, that item must be discussed and voted on separately.

PUBLIC HEARINGS – Public Hearings are typically noticed in the Town’s legal publication newspaper and/or sent to property owners who may live within a prescribed area. Public Hearings are for the public to comment on the item at hand, so when the Town Board is ready to consider the related action item, they will have advance knowledge of the public’s input.

OLD/NEW BUSINESS – Old & New Business is business that requires action by the Town Board. Any business that was discussed at a prior Town Board meeting is considered “Old” business and any item that has not been discussed at a prior meeting is considered “New” business.

REPORTS TO BE RECEIVED & FILED – Town Staff will place agenda items that are either 1) not ready for action or 2) not necessary to vote on in the Reports section. Instead of having a generic report line item for Town Staff, this area allows the general public advance knowledge of items Town Staff may discuss for informational purposes.

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. ANNOUNCEMENTS**
- 3. HEARING OF THE PEOPLE:** *If you wish to address the Town Board on subjects pertaining to today’s meeting agenda, please wait until that item on the agenda is reached. If you wish to address the Board on an item not on the agenda, please do it during the Hearing of the People. Please note whenever you speak on any issue, the person chairing the meeting must recognize you, and then you may approach the microphone and give your name and address for the public record. Please note you will be limited to three (3) minutes.*

* At their discretion, the Town Board may take comment from the public.

4. **COMMUNICATIONS AND REQUESTS FOR HOLDING TANK AGREEMENTS AND OPERATOR LICENSES:**
 - a. None*

5. **CONSENT AGENDA:** *The Consent Agenda contains routine items and will be enacted by one motion without separate discussion unless someone requests an item to be removed for separate consideration and vote.*
 - a. Approving April 2, 2025 Town Board Meeting Minutes
 - b. Accepting February 19, 2025 Plan Commission Meeting Minutes
 - c. Discussion and possible motion on appointments to Town Committees, Commissions and Boards*

6. **TREASURER’S REPORT**
 - a. Motion Accepting the April 2025 Treasurer’s Report (to be added 5/5/25)*

7. **PRESENTATION OF BILLS/PURCHASE ORDER/PAYROLL/AWARDS:** *The bills presented for review have been paid from the Town treasury as authorized under Sec. 60.44(2), Stats., and Sec. 63-8 of the Code of Ordinances.*
 - a. Presentation of Bills/Purchase Orders/Payroll/Awards for April 1, 2025 to April 30, 2025 (Check #'s 40514-40534, 40553-40630, V4443-V4472, and manual checks as shown) Checks 40535-40552 voided due to misprint*

8. **REPORTS TO BE RECEIVED/FILED (Non-action items)**
 - a. Possible report regarding local nuisance/law enforcement issues (Constable Samuel Peters)*
 - b. Report on recreation finances (Director of Parks & Recreation Paul Jungbauer)*
 - c. Update on STH 60 Path (Ozaukee County Project) (Director of Public Works Adam Monticelli)*

9. **PUBLIC HEARINGS**
 - a. None

10. **OLD BUSINESS**
 - a. None

11. **NEW BUSINESS**
 - a. Discussion and possible motion on Ordinance 2025-1, “An Ordinance Amending Chapter 108: Building Construction, of the Code of Ordinances, to Adopt the Wisconsin Administrative Code Chapter SPS 327 in its Entirety”*
 - b. Discussion and possible motion on Ordinance 2025-2, “*An Ordinance to Amend Chapter 95 Animals and Section 63-10 Constables, of the Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin”*
 - c. Discussion and possible motion regarding the designation of Public Works equipment as surplus*
 - d. Discussion and possible motion regarding the opening of a PayPal account for the purposes of a fundraising campaign*

12. **ADJOURNMENT**

Note: A quorum of Plan Commission, Landmarks Commission, and/or Park & Recreation Committee may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Plan Commission, Landmarks Commission or Park & Recreation Committee will be taken at this meeting.

**TOWN OF CEDARBURG
MEETING OF THE BOARD OF SUPERVISORS
April 2, 2025**

Present:

David Salvaggio, Chairman

Wayne Pipkorn, Supervisor Seat 1

Russ Lauer, Supervisor Seat 2 (Excused)

Larry Lechner, Supervisor Seat 3

Thomas Esser, Supervisor Seat 4

Eric Ryer, Administrator

Sara Jacoby, Clerk/Assistant Administrator

Adam Monticelli, DPW Director

Paul Jungbauer, Director of Parks & Recreation

Samuel Peters, Constable

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chairman Salvaggio called the regular meeting to order at 7:00 pm. The meeting began with the pledge of allegiance.

2. ANNOUNCEMENTS

Clerk/Assistant Administrator Jacoby noted the Town's high voter participation rate and reported on the successful April election. She pointed to the excellent Election Workers and the well-established processes as primary contributors to that success.

3. HEARING OF THE PEOPLE:

a. None.

4. COMMUNICATIONS AND REQUESTS FOR HOLDING TANK AGREEMENTS AND OPERATOR LICENSES:

a. None.

5. CONSENT AGENDA: *The Consent Agenda contains routine items and will be enacted by one motion without separate discussion unless someone requests an item to be removed for separate consideration and vote.*

a. **Approving March 5, 2025 Town Board Meeting Minutes**

b. **Accepting September 19, 2024 Landmarks Commission Meeting Minutes**

Supervisor Esser made a motion to approve consent agenda items. Supervisor Pipkorn seconded, and the motion passed unanimously.

6. TREASURER'S REPORT

a. **Motion Accepting the March 2025 Treasurer's Report (to be added 3/31/25)***

Supervisor Pipkorn made a motion to approve the March 2025 Treasurer's Report. Supervisor Esser seconded, and the motion passed unanimously.

7. PRESENTATION OF BILLS/PURCHASE ORDER/PAYROLL/AWARDS: *The bills presented for review have been paid from the Town treasury as authorized under Sec. 60.44(2), Stats., and Sec. 63-8 of the Code of Ordinances.*

a. **Presentation of Bills/Purchase Orders/Payroll/Awards for March 1, 2025 to March 31, 2025 (Check #'s 40417-40512, V4420-V4442, and manual checks as shown)***

Supervisor Lechner made a motion to accept all bills, purchase orders, payroll, and awards as presented. Supervisor Esser seconded, and the motion passed unanimously.

8. REPORTS TO BE RECEIVED/FILED (Non-action items)

a. **Possible report regarding local nuisance/law enforcement issues (Constable Samuel Peters)***

Constable Peters' report included performing background checks for seasonal employees, and attempted contact on a complaint. Follow-up was reported related to an unregistered, inoperable vehicle complaint on Western Avenue that will be followed up on in drier weather, a barking dog complaint on Cedar Creek Road, and an update related to the ongoing request on Deerfield Court.

- b. **Report on recreation finances (Director of Parks & Recreation Paul Jungbauer)***
A report from Park and Recreation Director Jungbauer was given related to Little League registration and fundraising, noting a positive balance of \$ \$56,830 at this time in the Recreation Fund for 2025.
- c. **Report on progress of STH 60 Traffic Study with raSmith and the City of Cedarburg***
Administrator Ryer discussed submission of Town staff comments to raSmith regarding the joint Traffic Study, noting the comments will be incorporated into the raSmith presentation at the City of Cedarburg on April 7, 2025 at 7pm. He encouraged Board members to attend in person or by Zoom if possible.

9. PUBLIC HEARINGS

- a. None

10. OLD BUSINESS

- a. **Discussion and possible motion regarding the launch of a fundraising campaign for additional improvements at the Korb Sports Complex following a review of renderings and related materials***

Director Jungbauer presented the renderings and style of the proposed building provided as an in-kind donation by Design 2 Construct. He discussed a minor adjustment to the design presented related to the floor plan including rotation of the location of the bathrooms. Director Jungbauer also reviewed the quoted cost of approximately \$751,000, which breaks down to about 278/sq ft. This number is in line with what was discussed at the Board Meeting in February.

Supervisor Lechner made a motion to approve the rendering provided by Design 2 Construct for the marketing of a capital campaign for the Korb Sports Complex updated with the rotated floor plan. Supervisor Esser seconded, and the motion passed unanimously.

Supervisor Lechner made a motion to approve the informational flyer to be used in a capital campaign for the Korb Sports Complex. Supervisor Esser seconded, and the motion passed unanimously.

Supervisor Lechner made a motion for Staff to draft and circulate a press release announcing the launch of our capital campaign for the Korb Sports Complex. Supervisor Pipkorn seconded, and the motion passed unanimously.

11. NEW BUSINESS

- a. **Discussion & possible motion on a license agreement with Galioto's Twelve21 for the use of Town Property (1267 Washington Ave.) for sand volleyball***

Fifteen years ago, the Town purchased approximately 2 acres from Meg and David Galioto, which included their two northernmost volleyball courts. The Town Board approved license agreements each of the last fourteen years to allow Galioto's to use these volleyball courts. The Galioto's have once again requested use of these volleyball courts.

Supervisor Esser made a motion to approve the License Agreement with Galioto's Twelve21 for the use of Town property for sand volleyball. Supervisor Pipkorn seconded, and the motion passed unanimously.

12. ADJOURNMENT

Supervisor Lechner made a motion to adjourn the meeting at 7:21 pm. Supervisor Esser seconded, the motion passed unanimously, and the meeting adjourned.

Respectfully Submitted,
Sara Jacoby

Clerk/Assistant Administrator

**TOWN OF CEDARBURG
PLAN COMMISSION MEETING MINUTES
February 19, 2025**

Present: David Salvaggio, Larry Lechner (via ZOOM), Don Borgwardt, Steve Wolf, Anne Lewandowski (via ZOOM), Tom Gaertig, Kerry Carmichael
Also Present: Eric Ryer, Administrator, Amy Barrows, Consulting Planner, Sara Jacoby, Assistant Administrator/Clerk

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Salvaggio called the meeting to order at 7:00 pm. The meeting began with the pledge of allegiance led by the Boy Scouts.

2. MINUTES OF PREVIOUS MEETINGS

a. Approval of January 15, 2025, Plan Commission Meeting Minutes*

Commissioner Carmichael made a motion to approve the January 15, 2025, Plan Commission meeting minutes. The motion was seconded by Commissioner Gaertig and carried unanimously.

3. PUBLIC HEARING

a. Public hearing to take comment on a conditional use permit application by CSH Building LLC & Bone Bed LLC (dba Flying Fur) to amend their existing permit to operate a business providing dog daycare services including bathing, grooming, daycare, night boarding, walk-in nail care, self-service bathing, and related retail and control products in the B-3 business district located at 1170 Wauwatosa Road [NW ¼ of Section 22, ~2.02 acres, zoned B-3 Business District]*

The applicant, doing business as Flying Fur, has submitted a conditional use permit (CUP) application to amend their permit issued in 2024. The applicant went through the text amendment process obtaining approval to amend Section 320-21 subsection C of the Zoning Chapter of the Town Code to add in and allow professional dog care services as conditional uses in the B-3 Business Zoning District, and obtained a conditional use permit to operate out of a portion of the existing building located at 1170 Wauwatosa Road.

The applicant is proposing to amend their existing CUP for uses including: professional dog care services, bathing, self-service bathing, grooming, daycare, night boarding, walk-in nail care, and retail of dog care and control products. In addition, the originally approved location was for the northwest portion of the building, while the newly proposed location to build out space is located in the northeast corner of the building.

A noncompliance letter was issued from the Building Inspector regarding dogs inside the building without approval/occupancy.

Attorney for the applicant, Donald Levy, summarized the build challenges faced by the applicant and the revised CUP application being submitted. He requested the approval of the CUP amendment application and also requested a temporary occupancy permit be issued for them to remain in the building.

Chairman Salvaggio opened the public hearing at 7:03. With no comment from the public, Commissioner Borgwardt made a motion to close the public hearing. The motion was seconded by Commissioner Wolf and carried unanimously.

Commissioner Borgwardt made a motion to address agenda items 5a (Building LLC & Bone Bed LLC to amend their existing permit) and 5b (site plan review for Wolf Arms LLC for firearms and ammunition retail and gunsmithing) prior to agenda item 4a (comprehensive

amendments to the Zoning Code). The motion was seconded by Commissioner Wolf and carried unanimously. The Commission then moved to item 5a.

4. OLD BUSINESS

a. Discussion and feedback regarding comprehensive amendments to the Zoning Code*

This item continues ongoing work regarding comprehensive amendments to the Zoning Code being led by SEH (Planner Barrows). The topics for this meeting include design guideline recommendations and non-conforming uses.

The conversation began addressing projects that are not single family residential, and when design standards would be triggered. Planner Barrows reminded the Commission the standards apply to commercial, multi-family, senior care, institutional and government buildings. Any new construction would be subject to design guidelines. Planner Barrows discussed her experience with the term “redevelopment” in triggering design standards and how not assigning a percentage of redevelopment can be problematic because the term can be vague to some. An alternate example would be “a renovation affecting 75% or more of the building requires implementation of design standards” as a statement that is less abstract.

Discussion moved to non-conforming uses and review of a table that compared local municipal codes showing how neighboring communities address non-conforming uses. This included the abandonment of non-conforming uses and prohibiting an increase in non-conforming use. Focusing on additions to non-conforming uses, Planner Barrows suggested perhaps a restriction on total square footage or floor area. This could allow for façade and exterior updates while preventing both an expansion of non-conforming uses while at the same time avoiding a site falling into disrepair. If a renovation does not increase the existing total square footage or make the building more non-conforming it could be approved with Plan Commission and Board of Supervisors discretionary review.

Administrator Ryer sought input if additions and renovations for non-conforming residential buildings should continue to go immediately to the Board of Supervisors, or if the Commission would like to be involved. Currently, such applications are allowed if the proposed change does not make the structure more non-conforming. Commissioner Borgwardt expressed an interest in Plan Commission weighing in on these issues as a service to the Town Board.

The rebuilding of non-conforming structures was next addressed, with the Commission expressing mixed options on allowing rebuilding depending on the specific project. Planner Barrows noted that buildings that fall under County zoning must be allowed to be rebuilt. That is important to note because the Town has buildings that fall under Shoreland zoning. She will be speaking with Attorney Hoeft to see if the Town is required to allow rebuilding as the Town has Village Powers which may affect the ability to rebuild.

Planner Barrows explained changes to state statues that require municipalities to allow unlimited remodel, repair and renovation on a non-conforming building. Additions are a separate consideration. Planner Barrows has worked with municipalities who allow for no additions while others allow only for conforming additions. Discussion ensued.

Planner Barrows thanked the Commission for their time and remaining engaged, noting she would work with staff to draft further language based on feedback and she looks forward to meeting again in March. She is hopeful that the changes will be ready for a public hearing soon. The Commission then moved to item 6.

5. NEW BUSINESS

- a. **Discussion and possible recommendation on a conditional use permit application by CSH Building LLC & Bone Bed LLC (dba Flying Fur) to amend their existing permit to operate a business providing dog daycare services including bathing, grooming, daycare, night boarding, walk-in nail care, self-service bathing, and related retail and control products in the B-3 business district located at 1170 Wauwatosa Road [NW ¼ of Section 22, ~2.02 acres, zoned B-3 Business District]***

Consulting Planner Amy Barrows summarized the previously issued Conditional Use Permit as well as the new application with the relocation of the outdoor run. The applicant confirmed that the garbage dumpster would remain in the building's center alcove and that the lot line contains evergreen trees as a landscape barrier to neighbors. Planner Barrows also summarized the comments and requirements from the Fire Department and Ozaukee County Land and Water.

Questions were asked and answered related to parking location, sign permit, housing of overnight pets, capacity for crated dogs, kennel/crate types, fenced screening, and egress from the dog run. Public notice postcards and newspaper notices were confirmed. The property owner committed to removing a pile of tires by Monday, February 24, 2025.

Commissioner Borgwardt made a motion to recommend the Town Board approve the amended Conditional Use Permit noting the findings below are present:

- (1) Welfare. The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- (2) Compatible with adjacent land. The uses, values and enjoyment of other Town property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.
- (3) Not impede surrounding property development and improvement. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding Town property for uses permitted in the district.
- (4) Adequate infrastructure. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.
- (5) Ingress and egress. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- (6) Conform to zoning district regulations. The conditional use application shall conform to all applicable regulations of the district in which it is located.

The motion stated the CUP was to be drafted by the Town Attorney based upon the recommendations from the Plan Commission. Temporary occupancy would be subject to the Building Inspector, Fire Department and Ozaukee County Land and Water approvals and inspections. The motion was seconded by Commissioner Carmichael and carried unanimously.

- b. **Discussion and possible motion on a site plan review for Wolf Arms LLC located at 7518 STH 60 for firearms and ammunition retail and gunsmithing [Applicant: Wolf Arms LLC, SW ¼ Sec 15 & SE ¼ Sec 16, zoned B-3 Business District, 9.02 acres]***

Consulting Planner Amy Barrows summarized the application for a firearms and ammunition retail and gunsmithing location by Wolf Arms, LLC including site plan, sign, parking requirements, hours of operation, garbage storage and traffic. This site plan application is for a permitted use and, as a result, only requires Plan Commission approval and does not require Town Board action.

Commissioner Gaertig made a motion to approve the site plan contingent upon obtaining State approved plans and all necessary letters of approval/permits from the Building Inspector, ATF, Ozaukee County Sheriff's Department, Ozaukee County Land and Water, and the Fire Department. Motion seconded by Commissioner Borgwardt and carried unanimously.

Commissioner Borgwardt made a motion 7:32 for the Plan Commission to enter to allow for a Special Board meeting. Motion was seconded by Commissioner Wolf and motion carried unanimously.

Commissioner Borgwardt made a motion for the Plan Commission to return to session at 7:47. The motion was seconded by Commissioner Carmichael and the motion carried unanimously. The Commission moved to item 4a.

6. ADJOURNMENT

Commissioner Gaertig made a motion to adjourn the meeting at 9:04 pm. Commissioner Carmichael seconded, and the motion passed unanimously.

Respectfully Submitted,
Sara Jacoby
Assistant Administrator/Clerk



Agenda Date: 5/7/25
Agenda Item: #5c

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

MEMO TO: David Salvaggio, Chairman
Town Board

MEMO FROM: Sara Jacoby, Assistant Administrator/Clerk

MEMO WRITTEN: April 21, 2025

MEMO SUBJECT: **Item #5c:** Discussion and possible motion on appointments to Town Committees, Commissions and Boards*

BACKGROUND

The terms of the following appointments or reappointments should now be considered.

- (1) Zoning Board of Appeals (3 yr term) – **Mark Koenig, Michael LaRosa, Bill Morse (2nd Alternate)**
- (2) Plan Commission (3 yr term) – **Tom Gaertig, Don Borgwardt**
- (3) Landmarks Commission (3 yr term) – **Kari Esser, Ray Pecor, Tim Rasmussen**
- (4) Weed Commissioner (1 yr term) – **DPW Director Monticelli**
- (5) Emergency Government Director (1 yr term) – **DPW Director Monticelli**
- (6) Personnel Committee (1 yr term) – **5 Town Board Members**
- (7) Board of Review (1 yr term) – **5 Town Board Members & Don Borgwardt**
- (8) Finance Committee (1 yr term) – **Wayne Pipkorn, Thomas Esser, Russ Lauer**
- (9) Park & Recreation Committee (3 yr term) – **Carol Boettcher, Matt Geszvain**
- (10) Fire & EMS Committee (3 yr term) – **Don Borgwardt (citizen resident member)**

ACTION REQUESTED

Staff requests the Town Board consider a motion to reappoint or otherwise fill the upcoming vacancies.

**Town of Cedarburg
Treasurer's Report
As of April 30, 2025**

	<u>General Funds</u>	
Beginning Balance as of 3/31/25	\$ 4,575,292.79	
Received Revenues:	83,598.02	See below
Earned Interest - Money Market	7,718.38	
Earned Interest - Checking	218.25	
Earned Interest - PWSB CD	6,436.29	
Additions/Subtractions:		
Transfer to Special Impact Fees	-	
UMB Loan Payment	-	
Less : Monthly Disbursements	(520,452.52)	
Ending Balance as of 4/30/25	<u>\$ 4,152,811.21</u>	

Revenue Sources:

Additions/Subtractions:

Building Permit Fees	5,521.52
Plumbing, Electric & HVAC Permit Fees	4,952.41
Conditional Use	300.00
Recycling Fees - Special Pick Up	727.00
State Shared Revenue	62,323.06
Annexation Tax Revenue	-
Impact Fees	-
Yard Waste Cards	2,215.00
Brusch Chipping	-
Rezoning/Petition/Plat/Quarry	-
Bartender/Cigarette/Liquor Licenses	2,465.00
Culvert/Driveway Permit	235.00
Sign Permits	50.00
Miscellaneous	311.67
Cable Franchise Fee	495.45
Insurance Reimbursement	-
Special Assessment Letters	370.00
Telecommunications Tower	482.13
Fall Baseball Fees	-
Soccer Fees	-
Flag Football Fees	-
Little League Sponsorship	-
Little League Fees	3,149.78
Total Receipts for April	<u>\$ 83,598.02</u>

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of April 30, 2025

	<u>Machinery</u> <u>Account</u>	<u>Public Works</u> <u>Facility Acct.</u>	<u>Five Corners</u> <u>Town Center</u>	<u>Environmental</u> <u>Account</u>	<u>Total</u>
Beg Bal March 31, 2025	\$ 803,951.35	\$ 169,530.08	\$ 96,833.96	\$ 194,977.57	\$ 1,265,292.95
Receipts:					
Interest	2,900.83	611.70	349.40	703.52	\$ 4,565.45
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
End Bal April 30, 2025	\$ 806,852.18	\$ 170,141.78	\$ 97,183.36	\$ 195,681.09	\$ 1,269,858.40

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of April 30, 2025

Account 200-00-11230	<u>Utility Bonds</u>	<u>Road Bonds</u>	<u>Holding Tank Bonds</u>	<u>Impact Fees</u>
Beginning Balance March 31, 2025	\$ 22,129.82	\$ 69,600.00	\$ 193,200.00	\$ 316,712.05
Receipts:				
Deposit				-
Interest	1,026.18			1,142.77
Transfer	(1,026.18)	-		-
Ending Balance April 30, 2025	<u>\$ 22,129.82</u>	<u>\$ 69,600.00</u>	<u>\$ 193,200.00</u>	<u>\$ 317,854.82</u>

Town of Cedarburg
Special Revenue Funds - Restricted Use Revenues
As of April 30, 2025

	<u>Escrow</u> <u>Accounts</u>	<u>Petty Cash</u>	
Beginning Balance March 31, 2025	\$ 54,753.43	\$ 350.00	
Receipts			
Earned Interest	103.21		
Fund Transfers			
Ending Balance April 30, 2025	\$ 54,856.64	\$ 350.00	

<u>Escrows Held</u>	<u>Amount</u>
Prairie West	\$ 5,706.01
Greystones	<u>\$ 49,150.63</u>
Total	\$ 54,856.64

Town of Cedarburg
Monthly Summary of Cash & Invested Account Balances
As of April 30, 2025

General Funds	\$ 4,152,811.21
Machinery Account	806,852.18
Public Works Facility Account	170,141.78
Paving Escrow Accounts	54,856.64
Utility Permit Escrows	22,129.82
Road Bond Account	69,600.00
Holding Tank Account	193,200.00
Impact Fee Account	317,854.82
Environmental Account	195,681.09
Five Corners Town Center	97,183.36
Petty Cash	350.00
Total Balance	<u>\$ 6,080,660.89</u>
Less Cash & Invested Account Balances From Prior Month	<u>6,497,331.04</u>
Increase/(Decrease) in Invested Account Balances for the Month	<u>\$ (416,670.15)</u>

Katie LeBlanc
Treasurer

Town of Cedarburg
Detailed Impact Fee Allocations

**Town of Cedarburg
Impact Fees
As of April 30, 2025**

	3/31/2025			4/30/2025	
<u>Public Services</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Subtractions</u>	<u>Current Balance</u>	
Parks & Recreation	\$70,427.30	\$ 378.71	\$ -	\$	70,806.02
Municipal	\$13,911.53	\$ -	\$ -	\$	13,911.53
Town Hall	\$63,107.75	\$ 97.02	\$ -	\$	63,204.77
Public Works Garage	\$57,479.46	\$ 88.34	\$ -	\$	57,567.80
Recycling Center	\$52,052.95	\$ 81.59	\$ -	\$	52,134.54
Highways & Traffic Control	\$50,158.62	\$ 279.86	\$ -	\$	50,438.49
Fire Department	\$9,574.44	\$ 217.24	\$ -	\$	9,791.68
Total of all Balances	\$316,712.05	\$ 1,142.77	\$ -	\$	317,854.82

account 100-00-44900

Receipts - Fees & Interest **\$1,142.77** \$ -

	<u>Allocated %</u>	<u>Allocated Fee</u>
Parks & Recreation	33.14%	\$ 378.71
Municipal Buildings:		
Town Hall	8.49%	\$ 97.02
Public Works Garage	7.73%	\$ 88.34
Recycling Center	7.14%	\$ 81.59
Fire Department	24.49%	\$ 279.86
Highways & Traffic Control	19.01%	\$ 217.24

Impact Fees Collected:

Year	Number	Year	Number
1993	21	2010	7
1994	26	2011	11
1995	24	2012	17
1996	14	2013	20
1997	15	2014	12
1998	32	2015	11
1999	55	2016	17
2000	43	2017	15
2001	20	2018	13
2002	16	2019	8
2003	11	2020	10
2004	12	2021	11
2005	32	2022	9
2006	15	2023	9
2007	6	2024	6
2008	9	2025	3
2009	4		

Number of Impact Fees Paid 525

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 4/01/2025 From Account:
Thru: 4/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT	4/23/2025	Great-West Retirement	180.00
EFT	4/23/2025	Great-West Retirement	180.00
EFT	4/23/2025	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	9,010.64
EFT	4/23/2025	EFTPS- ELECTRONIC FEDERAL TAX PAYMENT SYS	6,438.42
EFT	4/23/2025	WDOR- 930208	1,548.01
EFT	4/23/2025	WDOR- 930208	1,145.32
EFT	4/23/2025	WISCONSIN EMPLOYEE TRUST FUND (ETF)	10,226.74
EFT	4/23/2025	WM Corporate Services, Inc.	37,499.77
40514	4/02/2025	BARTLEY, ANDREW	120.00
40515	4/02/2025	EMPLOYEE BENEFITS CORP	2,013.22
40516	4/02/2025	Eric Ryer	120.00
40517	4/02/2025	MONTICELLI, ADAM	120.00
40518	4/02/2025	Peters, Samuel	120.00
40519	4/18/2025	ALBRINCK, JAMES	74.97
40520	4/18/2025	Berger, Frank	74.97
40521	4/18/2025	BORGWARDT, CAROL	299.88
40522	4/18/2025	Brisky, John	93.71
40523	4/18/2025	Byrum, Mary	74.97
40524	4/18/2025	Erickson, Richard	74.97
40525	4/18/2025	Jerominski, Mary	93.71
40526	4/18/2025	Katzka, MaryLee	74.97
40527	4/18/2025	Lewandowski, Anne	86.54
40528	4/18/2025	Linder, Carol	93.71
40529	4/18/2025	MEYER, CAROL	74.97
40530	4/18/2025	Polzin, Nancy	139.23
40531	4/18/2025	Schleicher-Newburg, Christine	93.71
40532	4/18/2025	Speaker, Christine	237.20
40533	4/18/2025	Steinbrecker, John	93.71
40534	4/18/2025	Wardlow, Robert	168.68
40553	4/18/2025	Borgwardt, Donald	148.36
40554	4/18/2025	Cumiskey, Keith	152.62
40555	4/18/2025	Esser, Karen	77.65
40556	4/18/2025	Flynt, James	77.65

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 4/01/2025 From Account:
Thru: 4/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
40557	4/18/2025	Frank, Mika	74.97
40558	4/18/2025	Grows, Vicki	152.62
40559	4/18/2025	Hennick, Michael	77.65
40560	4/18/2025	Laetz, Curtis	74.97
40561	4/18/2025	PETTED, CYNTHIA	74.97
40562	4/18/2025	Steidinger, Joann	77.65
40563	4/18/2025	STROHBACH, VICTORIA	157.97
40564	4/16/2025	Amazon Capital Services	78.21
40565	4/16/2025	ARNOLD'S ENVIRONMENTAL SERVICES	550.00
40566	4/16/2025	Ascension Occupational Health-	60.00
40567	4/16/2025	BAKER TILLY US, LLP	750.00
40568	4/16/2025	BEYERS TRUE VALUE HARDWARE	152.67
40569	4/16/2025	Borgwardt, Carol	23.20
40570	4/16/2025	BURKE TRUCK & EQUIPMENT INC.	39,336.00
40571	4/16/2025	Carlin Sales Corp.	211.90
40572	4/16/2025	Catalis LLC	3,700.00
40573	4/16/2025	Charter Communications (Spectrum)	121.41
40574	4/16/2025	Cleaning Authority	280.00
40575	4/16/2025	COMPASS MINERALS AMERICA	8,629.36
40576	4/16/2025	Conley Media	125.20
40577	4/16/2025	Culligan of West Bend	55.50
40578	4/16/2025	EGELHOFF LAWN MOWER SERVICE	93.90
40579	4/16/2025	GREMMER & ASSOC, INC.	60.00
40580	4/16/2025	Home Depot Credit Services	82.62
40581	4/16/2025	Jacoby, Sara	106.59
40582	4/16/2025	John Fabrick Tractor Company	260,348.50
40583	4/16/2025	MID-STATE EQUIPMENT	353.56
40584	4/16/2025	NAPA Auto Parts	25.20
40585	4/16/2025	Olsen's Piggly Wiggly	368.95
40586	4/16/2025	Ontech Systems Inc.	544.60
40587	4/16/2025	OZAUKEE ECONOMIC DEVELOPMENT	1,500.00
40588	4/16/2025	Quality State Oil - Sheboygan	2,314.52
40589	4/16/2025	QUILL CORPORATION	111.05

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 4/01/2025 From Account:
Thru: 4/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
40590	4/16/2025	Road Equipment Parts Center	712.58
40591	4/16/2025	SAFEbuilt, LLC Lockbox #88135	3,680.10
40592	4/16/2025	Securian Financial Group, Inc.	276.61
40593	4/16/2025	SUPERIOR CHEMICAL CORP	101.93
40594	4/16/2025	Tapco	57.45
40595	4/16/2025	WI Department of Transportation-7366	14,120.85
40596	4/16/2025	Zuern Building Products & Design Center	214.92
40597	4/23/2025	5 Corners Isuzu Truck & Auto	3,595.20
40598	4/23/2025	American Metal and Paper	287.50
40599	4/23/2025	AT&T - 5084	170.87
40600	4/23/2025	BARTLEY, ANDREW	79.06
40601	4/23/2025	Blain's Farm & Fleet	65.44
40602	4/23/2025	BURGHARDT SPORTING GOODS	12,281.00
40603	4/23/2025	Cleaning Authority	280.00
40604	4/23/2025	COMPASS MINERALS AMERICA	3,265.81
40605	4/23/2025	DIGGERS HOTLINE INC	25.20
40606	4/23/2025	Elan Financial Services	1,271.12
40607	4/23/2025	EMPLOYEE BENEFITS CORP	260.45
40608	4/23/2025	HAWKINS ASH CPA'S	500.00
40609	4/23/2025	Hi-Line Inc.	371.82
40610	4/23/2025	ICMA CONFERENCE REGISTRATION	753.00
40611	4/23/2025	John Fabrick Tractor Company	234.86
40612	4/23/2025	Lumen	11.87
40613	4/23/2025	NAPA Auto Parts	409.28
40614	4/23/2025	Ontech Systems Inc.	128.00
40615	4/23/2025	OZAUKEE COUNTY CLERK	1,788.64
40616	4/23/2025	Planning & Zoning LLC	245.00
40617	4/23/2025	Quality Truck Care Center, Inc.	388.97
40618	4/23/2025	QUILL CORPORATION	22.83
40619	4/23/2025	Ramboll Americas Engineering Solutions Inc.	2,652.35
40620	4/23/2025	RICOH USA, INC.	204.69
40621	4/23/2025	Scanman America LLC	1,647.32
40622	4/23/2025	Spies Painting Inc	5,163.00

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 4/01/2025 From Account:
Thru: 4/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
40623	4/23/2025	Tapco	1,267.05
40624	4/23/2025	Terex Services	4,693.62
40625	4/23/2025	TSR Solutions Inc.	437.50
40626	4/23/2025	UHS Premium Billing	12,494.64
40627	4/23/2025	United States Postal Service	776.07
40628	4/23/2025	WE ENERGIES	1,729.42
40629	4/23/2025	WISCONSIN PUMP & SUMP	170.00
40630	4/23/2025	WISCONSIN TOWNS ASSOCIATION	1,490.00
V4443	4/04/2025	Bartley, Andrew	2,104.65
V4444	4/04/2025	Butschlick, Jamie	1,557.28
V4445	4/04/2025	Esser, Thomas	1,187.62
V4446	4/04/2025	Jacoby, Sarah	1,920.89
V4447	4/04/2025	Jungbauer, Paul	1,922.70
V4448	4/04/2025	Lauer, Russell	1,135.64
V4449	4/04/2025	LeBlanc, Katie	4,261.83
V4450	4/04/2025	LECHNER, LAWRENCE	1,187.62
V4451	4/04/2025	Lindberg, Glenn	334.12
V4452	4/04/2025	Mett, Julie	669.77
V4453	4/04/2025	Monticelli, Adam	2,956.33
V4454	4/04/2025	Oberg, Heath	1,330.63
V4455	4/04/2025	Pautz, Peter	1,374.97
V4456	4/04/2025	Peters, Samuel	211.65
V4457	4/04/2025	Pipkorn, Wayne	1,187.62
V4458	4/04/2025	Ryer, Eric	3,645.91
V4459	4/04/2025	SALVAGGIO, DAVID M	2,189.85
V4460	4/04/2025	Stauss, Mitchel	1,504.07
V4461	4/18/2025	Bartley, Andrew	1,952.67
V4462	4/18/2025	Butschlick, Jamie	1,557.28
V4463	4/18/2025	Jacoby, Sarah	1,920.89
V4464	4/18/2025	Jungbauer, Paul	1,922.70
V4465	4/18/2025	Lindberg, Glenn	456.51
V4466	4/18/2025	Mett, Julie	907.70
V4467	4/18/2025	Monticelli, Adam	2,956.33

Cash - PWSB - Commingled all funds

ALL Checks

Posted From: 4/01/2025 From Account:
Thru: 4/30/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V4468	4/18/2025	Oberg, Heath	1,330.63
V4469	4/18/2025	Pautz, Peter	1,374.97
V4470	4/18/2025	Ryer, Eric	3,645.91
V4471	4/18/2025	Stauss, Mitchel	1,504.07
V4472	4/18/2025	Peters, Samuel	211.65
		Grand Total	520,452.52

Cash - PWSO - Commingled all funds

ALL Checks

Posted From: 4/01/2025 From Account:
Thru: 4/30/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	180,289.87
Total Expenditure from Fund # 200 - SPECIAL REVENUE FUND	2,652.35
Total Expenditure from Fund # 205 - SPECIAL REVENUE FUND - ARPA	1,647.32
Total Expenditure from Fund # 300 - CAPITAL PROJECT FUND	318,808.85
Total Expenditure from Fund # 500 - RECREATION	17,054.13
Total Expenditure from all Funds	520,452.52



Meeting Date: 5/7/2025
Agenda Item: # 11a

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Eric Ryer, Administrator

MEMO WRITTEN: April 16, 2025

SUBJECT: **Agenda Item # 11a:** Discussion and possible motion on Ordinance 2025-1, “An Ordinance Amending Chapter 108: Building Construction, of the Code of Ordinances, to Adopt the Wisconsin Administrative Code Chapter SPS 327 in its Entirety”*

BACKGROUND

The Town contracts for building inspections and enforcement with SafeBuilt. State of Wisconsin Administrative Code is requiring the Town to update our ordinance at this time ahead of updating the delegated agent credentials with the State Department of Professional Services (DPS). The State explained municipalities that conduct inspections must adopt the Wisconsin Administrative Code Chapter SPS 327 Camping Units in its entirety. The State makes this requirement clear by stating, “cities, villages, towns, and counties approved by the department under Wis. Stat. § SPS 320.06 to exercise jurisdiction over the construction and inspection of new one and two-family dwellings shall also exercise jurisdiction over the construction and inspection of new camping units.”

The attached draft ordinance was reviewed by DPS at the State (we also passed along the entire Town Code Chapter 108 Building Construction). The Cedarburg Fire Department (CFD) was also consulted, with the Chief recommending the Town obtain delegated authority for buildings of all sizes for Fire Suppression and Fire Alarm Plan Review and Inspection. Even with this level of Delegated Authority to CFD, the State can still conduct the plan review as they normally would without it. CFD would still point developers, designers, and builders to the State for these reviews, but it would give CFD the ability to do them in-house for special circumstances or time constraints. CFD would still need to review them locally, even if the State does the official review, but the CFD local review is not as entailed as the official review done by the State.

The Town has already adopted the State Uniform Dwelling Code for one and two-family homes, State Commercial Building Code, State Plumbing Code, and State Electrical Code by reference. The attached draft ordinance adds SPS 327 regarding camping units by reference so the State can update the Town Building Inspector as the delegated agent for Uniform Dwelling Code. The draft Town ordinance references, “Any further amendments, revisions and modifications of said Wisconsin Statutes and Administrative Code herein are intended to be made part of this chapter,” so that the Town will not need to update the Code each time the State amends SPS 327.

Adoption of the ordinance will allow for delegated agent status for certain plan reviews and inspections to make the process more efficient.

REQUESTED ACTION

Staff requests the Town Board consider approval of Ordinance 2025-1

ATTACHMENT

- I. Draft Ordinance 2025-1



The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

ORDINANCE # 2025-1

“An Ordinance Amending Chapter 108: Building Construction, of the Code of Ordinances, to Adopt the Wisconsin Administrative Code Chapter SPS 327 in its Entirety”

WHEREAS, the Town of Cedarburg is a body corporate and politic within Ozaukee County, Wisconsin; and

WHEREAS, the Town desires to adopt the Wisconsin Administrative Code Chapter § SPS 327 in its entirety; and

WHEREAS, the Town desires to exercise jurisdiction within the Town in regards to any and all permits and inspections in relation to the Wisconsin Administrative Code Chapter § SPS 327 in its entirety so the contracted Building Inspector can be delegated certain plan review, permitting, and inspection responsibilities; and

WHEREAS, the Town shall maintain all records regarding permits under the Wisconsin Administrative Code § SPS 327;

NOW THEREFORE, BE IT RESOLVED the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, does hereby adopt the Wisconsin Administrative Code Chapter § SPS 327 Electrical Code in its entirety, as follows:

(The text modified with a strikethrough shall be deleted).

(The text modified with an underline shall be added).

Chapter 108. Building Construction

§ 108-4. Definitions.

As used in this chapter, the following terms shall have the meaning indicated:

ADDITION — New construction performed on a dwelling which increases the outside dimensions of the dwelling.

ALTERATION — A substantial change or modification other than an addition or minor repair to a dwelling or to systems involved within a dwelling.

DEPARTMENT — The State of Wisconsin Department of Safety and Professional Services. **[Amended 3-4-2015 by Ord. No. 2015-4]**

DWELLING —

- A. Any building, the initial construction of which is commenced on or after the effective date of this chapter, which contains one or two dwelling units; or
- B. An existing structure, or that part of an existing structure, which is used or intended to be used as a one- or two-family dwelling.

MINOR REPAIR — Repair performed for maintenance or replacement purposes on any existing one- or two-family dwelling which does not affect room arrangement, light and ventilation, access to or efficiency of any exit stairway or exits, fire protection or exterior aesthetic appearance and which does not increase a given occupancy and use. No building permit is required for work to be performed which is deemed minor repair.

ONE- OR TWO-FAMILY DWELLING — A building structure which contains one or separate households intended to be used as a home, residence or sleeping place by an individual or by two or more individuals maintaining a common household to the exclusion of all others.

PERSON — An individual, partnership, firm or corporation.²

WISCONSIN ADMINISTRATIVE CODES — The following chapters of the Wisconsin Administrative Codes, as well as all subsequent revisions, are adopted by the Municipality and shall be enforced by the Building Inspector:**[Added 3-4-2015 by Ord. No. 2015-4]**

§ SPS 302.31	Plan Review Fee Schedule
§ SPS 305	Credentials
§ SPS 316	Electrical Code
§§ SPS 320 through 325	Uniform Dwelling Code
<u>§ SPS 327</u>	<u>Camping Units</u>
§§ SPS 361 through 366	Commercial Building Code
§§ SPS 375 through 379	Buildings Constructed Prior to 1914
§§ SPS 381 through 387	Uniform Plumbing Code

§ 108-6. Construction standards and codes adopted.

- A. State Uniform Dwelling Code adopted. The Administrative Code provisions describing and defining regulations with respect to one- and two-family dwellings in Chs. SPS 320 through 325, and § SPS 327, Wis. Adm. Code, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this chapter. Any amendments, revisions or modifications of the Administrative Code provisions incorporated herein are intended to be made part of this chapter to secure uniform statewide regulation of one- and two-family dwellings in the Town. A copy of these Administrative Code provisions and any future amendments shall be kept on file in the Town Clerk's office. **[Amended 3-4-2015 by Ord. No. 2015-4]**

**(The above text modified with a strikethrough shall be deleted).
The above text with an underline shall be added).**

PASSED AND ADOPTED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, this 7th day of May, 2025.

David M. Salvaggio
Town Chairman

ATTESTED:

Sara Jacoby
Assistant Administrator/Clerk

DRAFT



Meeting Date: 5/7/25
Agenda Item: # 11b

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Eric Ryer, Administrator, Brad Hoeft, Town Attorney

MEMO WRITTEN: April 30, 2025

SUBJECT: **Agenda Item # 11b:** Discussion and possible motion on Ordinance 2025-2, “*An Ordinance to Amend Chapter 95 Animals and Section 63-10 Constables, of the Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin”*

BACKGROUND

Town Code establishes the Appointed Constable position, the duties of which are determined by the Town Board of Supervisors as authorized by §§60.22. Currently, those include some duties that are not realistically enforceable by the part-time position. The Board held a workshop April 30th to discuss potential amendments to the Town Code to better align with resident service expectations in regard to enforcement of various ordinances.

The Ozaukee County Sheriff’s Department provides most other law enforcement for the Town, but will not enforce Town ordinances. As the Town does not have an animal control officer, and the Constable is a part-time position, the Board supported amending the Town Code to allow animal related matters to be enforced by the Sheriff Department under County ordinance (or other resources under state statute) due to their ability to better respond to these issues. Attorney Hoeft has drafted the attached ordinance regarding animal related issues.

REQUESTED ACTION

Staff requests the Town Board consider action on proposed Ordinance 2025-2.

ATTACHMENT

- I. Draft Ordinance 2025-2



IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

ORDINANCE NO. 2025-2

**An Ordinance to Amend Chapter 95 Animals and Section 63-10 Constables,
of the Town of Cedarburg Code of Ordinances, Ozaukee County, Wisconsin.**

WHEREAS, The Town of Cedarburg is a body corporate and politic that exercises village powers by Ch. 61, Wis. Stats.; and

WHEREAS, The Town Board of the Town of Cedarburg has determined that is in the best interest of the health, safety and general welfare of the Town and its residents to leave certain animal regulations, including at-large and/or vicious animals, to the jurisdiction of Ozaukee County and the State of Wisconsin for comprehensive investigative, prosecutorial, and enforcement of such regulations for violations.

NOW, THEREFORE, BE IT ORDAINED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, that Chapter 95 Animals and Section 63-10 Constables, of the Town of Cedarburg Code of Ordinances are hereby amended to read as follows:

**(The text modified with a strikethrough shall be deleted).
(The text modified with an underline shall be added).
(Sections shall be renumbered upon passage).**

§ 95-1. Definitions.

In this chapter, unless the context or subject matter otherwise requires, the following terms shall have the meaning indicated:

ANIMAL — Mammals, reptiles and birds.

AT LARGE — To be off the premises of the owner as defined by Ozaukee County Ordinances pursuant to § 172.01, Wis. Stats. ~~and not under the control of some person either by leash or otherwise, but a dog or cat within an automobile of its owner, or in an automobile of any other person with the consent of the owner of said dog or cat, shall be deemed to be upon the owner's premises.~~

CAT — Any feline, regardless of age or sex.

~~**CRUEL** — Causing unnecessary and excessive pain or suffering or unjustifiable injury or death.~~

DOG — Any canine, regardless of age or sex.

FARM ANIMAL — Any warm-blooded animal normally raised on farms in the United States and used for food or fiber.

~~**KENNEL** — When a person or family owns, harbors or keeps in its possession more dogs than allowed under Town Code § 95-22 pursuant to a Kennel license.~~

LAW ENFORCEMENT OFFICER — Except as otherwise stated in this Chapter, As defined appears

in § 967.02(5), Wis. Stats., and includes a humane officer under § 173.03, Wis. Stats., but does not include a conservation warden appointed under § 23.10, Wis. Stats.

NEUTERED — As used herein as describing a dog or cat shall mean a dog or cat having nonfunctional reproductive organs.

OWNER — Any person owning, harboring or keeping a dog or cat and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for a period of 10 days; such person is presumed to be harboring or keeping the dog or cat within the meaning of this chapter.

~~**PET** — An animal kept and treated as a pet.~~

§ 95-2. Rabies vaccination required.

- A. Rabies vaccination. The owner of a dog shall have the dog vaccinated against rabies by a veterinarian within 30 days after the dog reaches five months of age and revaccinated within one year after the initial vaccination. If the owner obtains the dog or brings the dog into the Town of Cedarburg after the dog has reached five months of age, the owner shall have the dog vaccinated against rabies within 30 days after the dog is brought into the Town unless the dog has been vaccinated as evidenced by a current certificate of rabies vaccination. The owner of a dog shall have the immunization revaccinated against rabies by a veterinarian before the date that immunization expires as stated on the certificate of vaccination or, if no date is specified, within three years after the previous vaccination. The certificate of vaccination shall meet the requirements of § 95.21(2), Wis. Stats. **[Amended 10-4-2006 by Ord. No. 2006-11]**
- B. Issuance of certificate of rabies vaccination. A veterinarian who vaccinates a dog against rabies shall complete and issue to the owner a certificate of rabies vaccination bearing a serial number and in the form approved by the Town stating the owner's name and address, the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog, the date of the vaccination, the type of rabies vaccination administered and the manufacturer's serial number, and the date that the immunization expires as specified for that type of vaccine by the Centers for Disease Control of the United States Department of Health and Human Services and the Town.
- C. Copies of certificate. The veterinarian shall keep a copy of each certificate of rabies vaccination in a file maintained for this purpose until the date that the immunization expires or until the dog is revaccinated, whichever occurs first.
- D. Rabies vaccination tag. After issuing the certificate of rabies vaccination, the veterinarian shall deliver to the owner a rabies vaccination tag of durable material bearing the same serial number as the certificate, the year the vaccination was given and the name, address and telephone number of the veterinarian.
- E. Tag to be attached. The owner shall attach the rabies vaccination tag or a substitute tag to a collar, and a collar with the tag attached shall be kept on the dog at all times, but this requirement does not apply to a dog during competition or training, to a dog while hunting, to a dog securely confined indoors or to a dog securely confined in a fenced area. The substitute tag shall be of a durable material and contain the same information as the rabies vaccination tag. The requirements of this subsection do not apply to a dog which is not required to be vaccinated under [this Code, Ozaukee County Ordinance, or Wisconsin Statutes](#) Subsection A.
- F. Duplicate tag. The veterinarian may furnish a new rabies vaccination tag with a new serial number to an owner in place of the original tag upon presentation of the certificate of rabies vaccination. The veterinarian shall then indicate the new tag number on the certificate and

keep a record in the file.

- G. Cost. The owner shall pay the cost of the rabies vaccination and the cost associated with the issuance of a certificate of rabies vaccination and the delivery of a rabies vaccination tag.

§ 95-3. Dog and kennel licenses.

A. Dog licenses.

- (1) It shall be unlawful for any person in the Town of Cedarburg to own, harbor or keep any dog more than five months of age without complying with the provisions of §§ 174.05 through 174.09, Wis. Stats., relating to the listing, licensing and tagging of the same.
- (2) The owner of any dog more than five months of age on January 1 of any year, or five months of age within the license year, shall annually, or on or before the date the dog becomes five months of age, pay a license tax and obtain a license.
- (3) The minimum license tax under this section shall be as set by the Town Board. These amounts shall be reduced by 1/2 if the animal became five months of age after July 1 during the license year. The license year shall commence January 1 and end December 31. **[Amended 11-5-2003 by Ord. No. 2003-20]**
- (4) Upon payment of the required license tax and upon presentation of evidence that the dog is currently immunized against rabies, as required by § 95-2 of this chapter, the Town Treasurer or ~~his~~ deputy shall complete and issue to the owner a license for such dog containing all information required by state law. The Town Treasurer or ~~his~~ deputy shall also deliver to the owner, at the time of issuance of the license, a tag of durable material bearing the same serial number as the license, the name of the county in which issued and the license year.
- (5) The owner shall securely attach the tag to a collar, and the collar with the tag attached shall be kept on the dog for which the license is issued at all times, except as provided in § 95-2E.
- (6) The fact that a dog is without a tag attached to the dog by means of a collar shall be presumptive evidence that the dog is unlicensed. Any law enforcement ~~Town police~~ or humane officer ~~shall~~ may seize, impound or restrain any dog for which a dog license is required which is found without such tag attached. Each day that any dog within the Town of Cedarburg continues to be unlicensed constitutes a separate offense for which a separate penalty applies.
- (7) Notwithstanding the foregoing, every dog that is a service animal, as defined in § 106.52 (1) (fm) Wis. Stats., is exempt from the dog license tax and every person owning such a dog shall receive annually a free dog license from the Town Treasurer or deputy upon application. ~~every dog specifically trained to lead blind or deaf persons is exempt from the dog license tax, and every person owning such a dog shall receive annually a free dog license from the Town Treasurer or his deputy upon application therefor.~~

B. Kennel licenses.

- (1) Any person who keeps or operates a kennel may, instead of the license tax for each dog required by this chapter, apply for a kennel license for the keeping or operating of the kennel. Such person shall pay for the license year a license tax as set by the Town Board. Upon payment of the required kennel license tax and, if required by y the Town Board, upon presentation of evidence that all dogs over five months of age are currently immunized against rabies, the Town Treasurer or ~~his~~ deputy shall issue the kennel license and a number of tags equal to the number of dogs authorized to be kept in the

kennel. Kennel licenses may only be issued for premises that have first received a conditional use permit for kennel operations under the Town Zoning Code.²

- (2) Kennel dog license tags shall be made in a form so that they may be readily distinguishable from the individual license tags for the same year. The owner or keeper of dogs for which a multiple dog license has been issued shall keep at all times a multiple dog license tag attached to the collar of each dog over 5 months old kept by the owner or keeper under a multiple dog license, but this requirement does not apply to a dog during competition or training, to a dog securely confined indoors, to a dog while hunting, or to a dog securely confined in a fenced area. An owner or keeper may transfer a multiple dog license tag from a dog that the owner or keeper no longer owns or keeps to another dog if the other dog is currently immunized against rabies. The rabies vaccination tag or substitute tag shall remain attached to the dog for which it is issued at all times, but this requirement does not apply to a dog during competition or training, to a dog securely confined indoors, to a dog while hunting, or to a dog securely confined in a fenced area. No dog bearing a multiple dog license tag shall be permitted to stray or to be taken anywhere outside the limits of the owner's or keeper's premises unless the dog is in leash or temporarily out for the purposes of hunting, breeding, trial, training, or competition.

~~The owner or keeper of a kennel shall keep at all times a kennel license tag attached to the collar of each dog over five months old kept by the owner or keeper under a kennel license, but this requirement does not apply to a show dog during competition, to a dog securely confined indoors or to a dog securely confined in a fenced area. These tags may be transferred from one dog to another within the kennel whenever any dog is removed from the kennel. The rabies vaccination tag or substitute tag shall remain attached to the dog for which it is issued at all times, but this requirement does not apply to a show dog during competition, to a dog securely confined indoors or to a dog securely confined in a fenced area. All dogs cared for at a dog day care and/or in-home boarding center must be licensed by the jurisdiction within which they reside, wear the license at all times, and have a current rabies vaccination. No dog bearing a kennel tag shall be permitted to stray or to be taken anywhere outside the limits of the kennel unless the dog is in leash or temporarily for the purposes of hunting, breeding, trial, training or competition. [Amended 1-4-2012 by Ord. No. 2012-2]~~

- (3) Unless otherwise provided for herein, all the provisions of this chapter relating to the individual dog license tax, licenses, and tags shall apply to the kennel dog license and tags.

§ 95-4. Late fee.

The Town Treasurer shall assess and collect a late fee as set by the Town Board from every owner of a dog five months of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable dog, or if the owner failed to obtain a license on or before the dog reached licensable age. Said late fee shall be charged in addition to the required license fee.

§ 95-5. Rabies quarantine.

- A. Dogs and cats confined. If a district is quarantined for rabies, all dogs and cats within the Town shall be kept securely confined, tied, leashed or muzzled. Any dog or cat not confined, tied, leashed or muzzled is declared a public nuisance and may be impounded. All officers shall cooperate in the enforcement of the quarantine. The Town Clerk shall promptly post in at least three public places in the Town notices of quarantine.

- B. Exemption of vaccinated dog or cat from Town quarantine. A dog or cat which is immunized currently against rabies, as evidenced by a valid certificate of rabies vaccination or other evidence, is exempt from the Town quarantine provisions of Subsection A if a rabies vaccination tag or substitute tag is attached to the dog's or cat's collar.
- C. Quarantine or sacrifice of an animal suspected of biting a person or being infected or exposed to rabies.
 - (1) Quarantine or sacrifice of dog or cat. An officer shall order a dog or cat quarantined if the officer has reason to believe that the animal bit a person, is infected with rabies or has been in contact with a rabid animal. If a quarantine cannot be imposed because the dog or cat cannot be captured, the officer may kill the animal. The officer may kill a dog or cat only as a last resort if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head.
 - (2) Sacrifice of other animals. An officer may order killed or may kill an animal other than a dog or cat if the officer has reason to believe that the animal bit a person or is infected with rabies.
- D. Quarantine of dog or cat.
 - (1) Delivery to isolation facility or quarantine on premises of owner. An officer who orders a dog or cat to be quarantined shall deliver the animal or shall order the animal delivered to an isolation facility as soon as possible but no later than 24, hours after the original order is issued, or the officer may order the animal to be quarantined on the premises of the owner if the animal is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence.
 - (2) Health risk to humans. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal bit a person, the custodian of an isolation facility or the owner shall keep the animal under strict isolation under the supervision of a veterinarian for at least 10 days after the incident occurred. In this subsection, "supervision of a veterinarian" includes, at a minimum, examination of the animal on the first day of isolation, on the last day of isolation and on one intervening day. If the observation period is not extended and if the veterinarian certifies that the dog or cat has not exhibited any signs of rabies, the animal may be released from quarantine at the end of the observation period.
 - (3) Risk to animal health.
 - (a) If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal and if the dog or cat is not currently immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 180 days. The owner shall have the animal vaccinated against rabies between 155 and 165 days after the exposure to a rabid animal.
 - (b) If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal but if the dog or cat is immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 60 days. The owner shall have the animal revaccinated against rabies as soon as possible after exposure to a rabid animal.
 - (4) Sacrifice of a dog or cat exhibiting symptoms of rabies. If a veterinarian determines that a dog or cat exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and the officer who ordered the animal

quarantined and the officer or veterinarian shall kill the animal in a humane manner and in a manner which avoids damage to the animal's head. If the dog or cat is suspected to have bitten a person, the veterinarian shall notify the person or the person's physician.

- E. Delivery; examination by Laboratory of Hygiene. An officer who kills an animal shall deliver the carcass to a veterinarian or local health department. The veterinarian or local health department shall prepare the carcass, properly prepare and package the head of the animal in a manner to minimize deterioration, arrange for delivery by the most expeditious means feasible of the head of the animal to the State Laboratory of Hygiene and dispose of or arrange for the disposal of the remainder of the carcass in a manner which minimizes the risk or exposure to any rabies virus. The Laboratory of Hygiene shall examine the specimen and determine if the animal was infected with rabies. The State Laboratory of Hygiene shall notify the Town, the veterinarian or local health department which prepared the carcass and, if the animal is suspected to have bitten a person, that person or the person's physician.
- F. Cooperation of veterinarian. Any practicing veterinarian who is requested to be involved in the rabies control program by an officer is encouraged to cooperate in a professional capacity with the Town, the Laboratory of Hygiene, the local health department, the officer involved and, if the animal is suspected to have bitten a person, the person's physician.
- G. Responsibility for quarantine and laboratory expenses. The owner of an animal is responsible for any expenses incurred in connection with keeping the animal in an isolation facility, supervision and examination of the animal by a veterinarian, preparation of the carcass for laboratory examination and the fee for the laboratory examination. If the owner is unknown, the county is responsible for these expenses.

§ 95-6. Listing.

- A. Responsibility to List. Every town, village and city shall annually, by September 1, ascertain by diligent inquiry the dogs owned or kept within the assessment district.
- B. Listing Official. The Town Treasurer is designated as the listing official for the Town.
- C. Cooperation with Listing Official. Every person shall answer frankly and fully all questions asked by the listing official relative to the ownership or keeping of dogs within the district.
- D. Records. The listing official shall enter in the records for personal property assessments, or in a separate record, all dogs in the district subject to tax, to whom they are assessed, the name, number, sex, spayed or unspayed, neutered or unneutered, breed and color of each dog. The listing official shall make in triplicate a list of the owners of all dogs assessed.
- E. List Delivery. The listing official shall, by September 15, deliver one copy of the list under sub. (5) or (6) to the county clerk and one copy to the official to whom license taxes are paid under s. 174.08, and retain one copy for his or her files.

~~§ 95-6. Restrictions on keeping of dogs, cats, fowl and other animals.~~

- ~~A. Restrictions. It shall be unlawful for any person within the Town of Cedarburg to own, harbor or keep any dog or cat which:
 - ~~(1) Habitually pursues any vehicle upon any public street, alley or highway in the Town.~~
 - ~~(2) Assaults or attacks any person or destroys property.~~~~

- ~~(3) Is at large within the limits of the Town.~~
- ~~(4) Habitually barks or howls to the annoyance of any person or persons (see § 95-12).~~
- ~~(5) Kills, wounds or worries any domestic animal.~~
- ~~(6) Is known by such person to be infected with rabies or to have been bitten by an animal known to have been infected with rabies.~~
- ~~(7) In the case of a dog, is unlicensed.~~

~~B. Vicious dogs and animals.~~

- ~~(1) No vicious dog shall be allowed off the premises of its owner unless muzzled or on a leash in charge of the owner or a member of the owner's immediate family over 16 years of age. For purposes of enforcing this section, a dog shall be deemed as being of a vicious disposition if within any twelve-month period it bites two or more persons or inflicts serious injury to one person in unprovoked circumstances off the owner's premises. Any vicious dog which is found off the premises of its owner other than as hereinabove provided may be seized by any person and, upon delivery to the proper authorities, may, upon establishment to the satisfaction of a court of competent jurisdiction of the vicious character of said dog, by testimony under oath reduced to writing, be killed by the police authorities.~~
- ~~(2) No person shall harbor or permit to remain on his premises any animal that is habitually inclined toward attacking persons or animals, destroying property, barking excessively or making excessive noises or running after automobiles.~~

~~C. Animals running at large.~~

- ~~(1) No person having in his possession or ownership any animal or fowl shall allow the same to run at large within the Town. The owner of any animal, whether licensed or unlicensed, shall keep his animal tied or enclosed in a proper enclosure so as not to allow said animal to interfere with the passing public or neighbors. Any animal running at large unlicensed and required by state law or Town ordinance to be licensed shall be seized and impounded by a humane or law enforcement officer.~~

~~(2) A dog or cat shall not be considered to be running at large if it is on a leash and under control of a person physically able to control it.~~

~~D. Owner's liability for damage caused by dogs; penalties. The provisions of § 174.02, Wis. Stats., relating to the owner's liability for damage caused by dogs, together with the penalties therein set forth, are hereby adopted and incorporated herein by reference.~~

~~E. Sanitary requirements. All structures, pens, buildings, stables, coops or yards wherein animals or fowl are kept shall be maintained in a clean and sanitary condition, free of rodents, vermin and objectionable odors, and shall be located in a properly zoned area.~~

~~F. Animals excluded from food-handling establishments. No person shall take or permit to remain any dog, cat or other live animal on or upon any premises where food is sold, offered for sale or processed for consumption by the general public.~~

§ 95-7. Impoundment.

~~A. Animal control agency.~~

~~(1) The Town of Cedarburg may contract with or enter into an agreement with such person, persons, organization or corporation to provide for the operation of an animal shelter, impoundment of stray animals, confinement of certain animals, disposition of impounded animals and for assisting in the administration of rabies vaccination programs.~~

~~(2) The Town of Cedarburg does hereby delegate any such animal control agency the authority to act pursuant to the provisions of this section.~~

~~B. Impounding of animals. In addition to any penalty hereinafter provided for a violation of this chapter, any law enforcement or humane officer may impound any dog, cat or other animal which habitually pursues any vehicle upon any street, alley or highway of this Town, assaults or attacks any person, is at large within the Town, habitually barks, cries or howls, kills, wounds or worries any domestic animal or is infected with rabies. In order for an animal to be impounded, the impounding officer must see or hear the violation of this chapter or have in his possession a signed statement of a complaining witness made under oath alleging the facts regarding the violation and containing an agreement to reimburse the Town for any damages it sustains for improper or illegal seizure.~~

~~C. Claiming animal; disposal of unclaimed animals. After seizure of an animal under this section by a law enforcement or humane officer, the animal shall be impounded. The officer shall notify the owner, personally or through the United States Mail, if such owner is known to the officer or can be ascertained with reasonable effort, but if such owner is unknown or unascertainable, the officer shall post written notice in three public places in the Town, giving a description of the animal and stating where it is impounded and the conditions for its release, after the officer has taken such animal into his possession. If within seven days after such notice the owner does not claim such animal, the officer may dispose of the animal in a proper and humane manner; provided that if an animal before being impounded has bitten a person, the animal shall be retained in the animal shelter for 14 days for observation purposes. Within such time, the owner may reclaim the animal upon payment of impoundment fees, such fees to be established by resolution of the Town Board. No animal shall be released from the pound without being properly licensed if so required by state law or Town ordinance.~~

~~D.—Sale of impounded animals. If the owner does not reclaim the animal within seven days, the animal warden may sell the animal to any willing buyer.~~

~~E.—Town not liable for impounding animals. The Town and/or its animal control agency shall not be liable for the death of any animal which has been impounded or disposed of pursuant to this section.~~

~~§ 95-8. Dogs and cats restricted in cemeteries.~~

~~No dog or cat shall be permitted in any public cemetery. Every dog specially trained to lead blind or hearing-impaired persons shall be exempt from this section.~~

~~§ 95-9. Duty of owner in case of dog or cat bite.~~

~~Every owner or person harboring or keeping a dog or cat who knows that such dog or cat has bitten any person shall immediately report such fact to the Town Constable and shall keep such dog or cat confined for not less than 14 days or for such period of time as the Town Constable shall direct. The owner or keeper of any such dog or cat shall surrender the dog or cat to a law enforcement or humane officer upon demand for examination.~~

~~§ 95-10. Animal feces.~~

~~The owner or person in charge of any dog or other animal shall not permit solid fecal matter of such animal to deposit on any street, alley or other public or private property, unless such matter is immediately removed therefrom by said owner or person in charge. This section shall not apply to a person who is visually or physically handicapped.~~

~~§ 95-11. Injury to property by animals.~~

~~It shall be unlawful for any person owning or possessing an animal, dog or cat to permit such animal, dog or cat to go upon any parkway or private lands or premises without the permission of the owner of such premises and break, bruise, tear up, crush or injure any lawn, flower bed, plant, shrub, tree or garden in any manner whatsoever, or to defecate thereon.~~

~~§ 95-12. Barking dogs or crying cats.~~

~~It shall be unlawful for any person knowingly to keep or harbor an dog which habitually barks, howls or yelps or any cat which habitually cries or howls to the great discomfort of the peace and quiet of the neighborhood or in such manner as to materially disturb or annoy persons in the neighborhood who are of ordinary sensibilities. Such dogs and cats are hereby declared to be a public nuisance. A dog or cat is considered to be in violation of this section when two formal, written complaints are filed with the Town within a four-week period.~~

§ 95-13. Protected animals; keeping of wild animals.

A. Protected animals.

- (1) Possession and sale of protected animals. It shall be unlawful for any person, firm or corporation to possess with intent to sell or offer for sale, or buy or attempt to buy, within the Town any of the following animals, alive or dead, or any part or product thereof: all wild cats of the family felidae, polar bear (*Thalarctos maritimus*), red wolf (*Canis niger*), vicuna (*Vicugna vicugna*), or alligator, caiman or crocodile of the order of crocodilia, gray or timber wolf (*Canis lupus*), sea

otter (*Enhydra lutris*), Pacific ridley turtle (*Lepidochelys olivacea*), Atlantic green turtle (*Chelonia mydas*), or Mexican ridley turtle (*Lepidochelys kempii*).

- (2) Compliance with federal regulations. It shall be unlawful for any person, firm or corporation to buy, sell or offer for sale a native or foreign species or subspecies of mammal, bird, amphibian or reptile, or the dead body or parts thereof, which appears on the endangered species list designated by the United States Secretary of the Interior and published in the Code of Federal Regulations pursuant to the Endangered Species Act of 1969 (Public Law 135, 91st Congress), [as amended](#).
 - (3) Regulating the importation of certain birds. No person, arm or corporation shall import or cause to be imported into this Town any part of the plumage, skin or dead body of any species of hawk, owl or eagle. This subsection shall not be construed to forbid or restrict the importation or use of the plumage, skin, body or any part thereof legally collected for use by the American Indians for ceremonial purposes or in the preservation of their tribal customs and heritage.
- B. Exceptions. The provisions of Subsection A above shall not be deemed to prevent the lawful importation, possession, purchase or sale of any species by any public agency, institute of higher learning, persons holding federal permits, or by a person holding a scientific collector's permit issued by the Secretary of the Department of Natural Resources of the state, or to any person or organization licensed to present a circus.
- C. Wild animals; prohibition on keeping. It shall be unlawful for any person to keep, maintain or have in his possession or under his control within the Town any poisonous reptile or any other dangerous or carnivorous wild animal, insect or reptile, any vicious or dangerous domesticated animal or any other animal or reptile of wild, vicious or dangerous propensities. [It shall be unlawful for any person to keep, maintain or have in his possession or under his control within the Town any live wild animal unless it is legally obtained pursuant to § 169.04, Wis. Stats.](#) Specifically, it shall be unlawful for any person to keep, maintain or have in his possession or under his control within the Town any of the following animals, reptiles or insects, except in those situations where a state game farm license has been issued:
- (1) All poisonous animals and reptiles, including rear-fang snakes.
 - (2) Apes: chimpanzees (*Pan*); gibbons (*Hylobates*); gorillas (*Gorilla*); orangutans (*Pongo*); and siamangs (*Symphalangus*).
 - (3) Baboons (*Papoi*, *Mandrillus*).
 - (4) Bears (*Ursidae*).
 - (5) Bison (*Bison*).
 - (6) Cheetahs (*Acinonyx jubatus*).
 - (7) Crocodylians (*Crocodylia*), 30 inches in length or more.
 - (8) Constrictor snakes, six feet in length or more.
 - (9) Coyotes (*Canis latrans*).
 - (10) Deer (*Cervidae*); includes all members of the deer family; for example, whitetailed deer, elk, antelope and moose.
 - (11) Elephants (*Elephas* and *Loxodonta*).

- (12) Game cocks and other fighting birds.
- (13) Hippopotami (Hippopotamidae).
- (14) Hyenas (Hyaenidae).
- (15) Jaguars (Panthera onca).
- (16) Leopards (Panthera pardus).
- (17) Lions (Panthera leo).
- (18) Lynxes (Lynx).
- (19) Monkeys, old world (Cercopithecidae).
- (20) Ostriches (Struthio).
- (21) Piranha fish (Characidae).
- (22) Pumas (Fells concolor), also known as cougars, mountain lions and panthers.
- (23) Rhinoceroses (Rhinocero tidae).
- (24) Sharks (class Chondrichthyes).
- (25) Snow leopards (Panthera uncia).
- (26) Tigers (Panthera tigris).
- (27) Wolves (Cams lupus).
- (28) Unless specifically permitted in the underlying zoning district, horses, mules, ponies, donkeys, cows, pigs, goats, sheep, fowl (except chickens per § 95-24) or any animal raised for fur-bearing purposes unless otherwise permitted elsewhere in this Code. **[Amended 9-6-2017 by Ord. No. 2017-5]**

D. Exceptions; pet shops. The prohibitions of Subsection C above shall not apply where the creatures are in the care, custody or control of: a veterinarian for treatment; public or private educational institutions; licensed pet shops; or zoological gardens, if: **[Amended 5-1-2013 by Ord. No. 2013-5]**

- (1) Their location conforms to the provisions of the Zoning Code of the Town.
- (2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors.
- (3) Animals are maintained in quarters so constructed as to prevent their escape.
- (4) No person lives or resides within 100 feet of the quarters in which the animals are kept.

~~§ 95-14. Sale of rabbits, chicks or artificially colored animals.~~

- ~~A.—No person may sell, offer for sale, raffle, give as a prize or premium, use as an advertising device or display living chicks, ducklings, other fowl or rabbits that have been dyed or otherwise colored artificially.~~
- ~~B.—No person may sell, offer for sale, barter or give away living chicks, ducklings or other fowl without providing proper brooder facilities for the care of such chicks, ducklings or other fowl during the time they are in such person's care, custody or control.~~

~~C.—No retailer, as defined in § 100.30(2)(e), Wis. Stats., may sell, offer for sale, barter or give away living baby rabbits, baby chicks, ducklings or other fowl under two months of age, in any quantity fewer than six, unless the purpose of selling these animals is for agricultural, wildlife or scientific purposes.~~

~~§ 95-15. Providing proper food and drink to confined animals.~~

~~A.—No person owning or responsible for confining or impounding any animal may refuse or neglect to supply the animal with a sufficient supply of food and water as prescribed in this section.~~

~~B.—The food shall be sufficient to maintain all animals in good health.~~

~~C.—If potable water is not accessible to the animals at all times, it shall be provided daily and in sufficient quantity for the health of the animal.~~

~~§ 95-16. Providing proper shelter.~~

~~A.—Proper shelter. No person owning or responsible for confining or impounding any animal may fail to provide the animal with proper shelter as prescribed in this section. In the case of farm animals, nothing in this section shall be construed as imposing shelter requirements or standards more stringent than normally accepted husbandry practices in the particular county where the animal or shelter is located.~~

~~B.—Indoor standards. Minimum indoor standards of shelter shall include:~~

~~(1)—Ambient temperatures. The ambient temperature shall be compatible with the health of the animal.~~

~~(2)—Ventilation. Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animals at all times.~~

~~C.—Outdoor standards. Minimum outdoor standards of shelter shall include:~~

~~(1)—Shelter from sunlight. When sunlight is likely to cause heat exhaustion of an animal tied or caged outside, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight. As used in this subsection, "caged" does not include farm fencing used to confine farm animals.~~

~~(2)—Shelter from inclement weather.~~

~~(a)—Animals generally. Natural or artificial shelter appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.~~

~~(b)—Dogs. If a dog is tied or confined unattended outdoors under weather conditions which adversely affect the health of the dog, a shelter of suitable size to accommodate the dog shall be provided.~~

~~D.—Space standards. Minimum space requirements for both indoor and outdoor enclosures shall include:~~

~~(1)—Structural strength. The housing facilities shall be structurally sound and maintained in good repair to protect the animals from injury and to contain the animals.~~

~~(2) Space requirements. Enclosures shall be constructed and maintained so as to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of debility, stress or abnormal behavior patterns.~~

~~E. Sanitation standards. Minimum standards of sanitation for both indoor and outdoor enclosures shall include periodic cleaning to remove excreta and other waste materials, dirt and trash so as to minimize health hazards.~~

~~§ 95-17. Neglected, abandoned or injured animals.~~

~~A. Neglected or abandoned animals.~~

~~(1) No person may abandon any animal.~~

~~(2) Any law enforcement officer may remove, shelter and care for an animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such animal to another person to be sheltered, cared for and given medical attention, if necessary. In all cases the owner, if known, shall be immediately notified and such officer, or other person, having possession of the animal shall have a lien thereon for its care, keeping and medical attention and the expense of notice.~~

~~(3) If the owner or custodian is unknown and cannot, with reasonable effort, be ascertained or does not, within five days after notice, redeem the animal by paying the expenses incurred, it may be treated as a stray and dealt with as such.~~

~~(4) Whenever in the opinion of any such officer an animal is hopelessly injured or diseased so as to be beyond the probability of recovery, it shall be lawful for such officer to kill such animal and the owner thereof shall not recover damages for the killing of such animal unless he shall prove that such killing was unwarranted.~~

~~(5) Section 173.10, Investigation of cruelty complaints, and § 173.24, Reimbursement of expenses, Wis. Stats., are hereby adopted by reference and made a part of this chapter.~~

~~B. Injured animals. No person who owns, harbors or keeps any animal shall fail to provide proper medical attention to such animal when and if such animal becomes sick or injured. In the event the owner of such animal cannot be located, the Town or any animal control agency with which the Town has an agreement or contract shall have the authority to take custody of such animal for the purpose of providing medical treatment, and the owner thereof shall reimburse the person or organization for the costs of such treatment.~~

~~§ 95-18. Cruelty to animals and birds.~~

~~A. Acts of cruelty prohibited. No person except a police officer or health or humane officer in the pursuit of his duties shall, within the Town, shoot or kill or commit an act of cruelty to any animal or bird or disturb any birds' nests or birds' eggs.~~

~~B. Leading animal from motor vehicle. No person shall lead any animal upon a Town street from a motor vehicle or from a trailer or semitrailer drawn by a motor vehicle.~~

~~C. Use of poisonous and controlled substances. No person may expose any pet animal owned by another to any known poisonous substance or controlled substance listed in § 961.14, Wis. Stats., whether mixed with meat or other food or not, where it is reasonable to anticipate the substance may be eaten by such animal or for the purpose of harming the animal. This subsection shall not apply to poison~~

~~used on one's own premises and designed for the purpose of rodent and pest extermination, nor the use of a controlled substance used in accepted veterinarian practice or in research by persons or organizations regularly engaged in such research.~~

~~D.— Use of certain devices prohibited. No person may directly or indirectly, or by aiding, abetting or permitting the doing thereof, either put, place, fasten, use or fix upon or to any animal used or readied for use for a work purpose or for use in an exhibition, competition, rodeo, circus or other performance any of the following devices: a bristle bur, tack bur or like device or a poling device used to train a horse to jump which is charged with electricity or to which have been affixed nails, tacks or other sharp points.~~

~~E.— Shooting at caged or staked animals. No person may instigate, promote, aid or abet as a principal, agent, employee, participant or spectator or participate in the earnings from or intentionally maintain or allow any place to be used for the shooting, killing or wounding with a firearm or any deadly weapon any animal that is tied, staked out, caged or otherwise intentionally confined in a man-made enclosure, regardless of size.~~

~~§ 95-19. Trapping of animals.~~

~~A.— All traps set, placed or tended shall comply with Ch. 29, Wis. Stats., as they relate to trapping.~~

~~B.— This section shall not apply to trapping within the confines of buildings or homes.~~

~~C.— Nothing in this section shall prohibit or hinder the Town of Cedarburg or its employees or agents from performing their official duties.~~

~~§ 95-20. Dognapping and catnapping.~~

~~No person may take the dog or cat of another from one place to another without the owner's consent or cause such a dog or cat to be confined or carried out of the Town or held for any purpose without the owner's consent. This section does not apply to law enforcement officers or humane society agents engaged in the exercise of their official duties, or as otherwise permitted herein.~~

~~§ 95-21. Vehicle accidents.~~

~~The operator of any vehicle involved in an accident resulting in injury to or death of a dog, cat or other animal which appears to be a pet shall immediately notify the Town Constable or an animal control agency whose jurisdiction extends into the Town.~~

§ 95-22. Limitation on number of dogs.

A. Purpose. The keeping of a large number of dogs within the Town for a considerable period of time detracts from and, in many instances, is detrimental to healthful and comfortable life in such areas. The keeping of a large number of dogs is, therefore, declared a public nuisance.

B. Definitions. As used in this section, the following terms shall have the meaning indicated:

AGRICULTURAL ZONING — Any property zoned as such under the Zoning Code of the Town of Cedarburg.

FAMILY — One or more persons.

LOT ZONED AS E-1 — A parcel of land zoned as such in accordance with the Zoning Code of the Town of Cedarburg.

RESIDENTIAL LOT — A parcel of land zoned as residential, whether R-1, R-2 or R-3, occupied or to be occupied by a dwelling, platted or unplatted, and under common ownership.

- C. For the purpose of this section, any vacant parcel or parcels adjoining a dwelling and under the same ownership shall constitute one lot.
- D. Number limited.
 - (1) No family shall own, harbor or keep in its possession more than three dogs on any residential lot or on any lot zoned as E-1, except that a litter of pups or a portion of a litter may be kept for not more than five months from birth. If more than one family resides on a residential lot, then only a total of three dogs shall be allowed on the residential lot.⁵
 - (2) No person or family shall own or keep in his, her or its possession more than five dogs on any agriculturally zoned property, except that a litter of pups or a portion of a litter may be kept for no more than five months from birth.
 - (3) The number of dogs licensed on any particular parcel of property as of the date of passage, January 6, 1988, may continue to be kept on the property by the owners or tenants even if greater than as herein specified. The preexisting number of licensed dogs shall not, however, be applicable to any future owner or tenant of the specified parcel of property.
 - (4) The requirements specified in this section shall not be applicable to any situation where a kennel license has been issued by the Town of Cedarburg.

§ 95-23. Keeping of bees.

- A. It shall be unlawful for any person to establish or maintain any hive, stand or box where bees are kept or keep any bees in or upon any premises within the limits of the Town, except in an agriculturally zoned area, and unless the bees are kept in accordance with the following provisions:
 - (1) Fresh, clean watering facilities for bees shall be provided on said premises.
 - (2) The bees and equipment shall be kept in accordance with the provisions of the state statutes.
- B. Nothing in this section shall be deemed or construed to prohibit the keeping of bees in a hive, stand or box located within a school or university building for the purpose of study or observation.
- C. Bees may also be kept on residentially zoned properties as a permitted accessory use, subject to any private restrictions, land covenants, homeowners' association and/or subdivision rules and regulations, under the following conditions: **[Added 7-10-2013 by Ord. No. 2013-8]**
 - (1) License required.
 - (a) The keeping of bees on residentially zoned properties is allowed as provided under the requirements of this section. No person shall keep bees without obtaining a license or in a manner contrary to the regulations under this section.
 - (b) Licenses issued under this section shall authorize beekeeping only by or under the direct supervision of the individual to whom the license is issued. Licenses shall further authorize beekeeping only on the property for which the license is issued.
 - (2) Application. Applications for a license to keep bees shall be made to, and on a form prescribed by, the Town Clerk. The application must include a proposed site plan for

the hives that shows compliance with all applicable requirements under this section. The application shall include a sworn statement that the applicant has notified all owners and occupants of properties located within 500 feet of the subject property at least 10 days immediately preceding the application advising that the applicant intends to apply for a license to keep bees in accordance with this section. A fee shall be charged for the license per the Town Fee Schedule.

- (3) Rules. No bees shall be kept except in accordance with the following conditions:
 - (a) No bees shall be intentionally kept and maintained other than honey bees.
 - (b) No hive shall exceed 20 cubic feet in volume.
 - (c) No more than 10 hives may be kept on a single parcel or single group of adjacent parcels in common ownership functioning as a single parcel in common use.
 - (d) No hive shall be located closer than 25 feet from any property line of a property in different ownership, nor shall they be located in the front or street yard.
 - (e) An ever-present supply of water shall be provided for all hives.
- (4) Revocation. A license may be revoked by the Town if the licensee violates any provision of this section, or any other applicable Town ordinance related to the bees. A new license cannot be issued to the licensee or the licensee's property until one year after the date of revocation.
- (5) Penalty. Any person found to have violated this section shall be subject to forfeitures and penalties under § 1-3 of the Town Code.

§ 95-24. Keeping of chickens. [Added 9-6-2017 by Ord. No. 2017-5⁶]

- A. In any nonagricultural zoned district, no person shall keep, harbor or have in his possession or under his control any chickens, or have any chicken coop or yard within the Town, without first complying with this section. The keeping of hen chickens is permitted as an accessory use in all residential zoning districts in accordance with the regulations prescribed in this section, subject to any private restrictions, land covenants, homeowners' association and/or subdivision rules and regulations. The provisions of this section do not apply to E-1 Estate District, which allows for noncommercial agriculture use.
 - (1) There must be an insulated coop enclosed on all sides with a roof and doors and a connected fenced-in run area that is fully enclosed to contain the chickens and protect them from predators and the elements. Free-range chickens are prohibited. Run fences can be no taller than six feet in height.
 - (2) No part of the coop structure or fenced-in run shall be located in the front yard, nor shall it be located closer than 40 feet to the side or rear property lines. No part of the coop structure or fenced-in run shall be located closer than 25 feet to the residence or attached garage. An inspection is required for the coop and run as part of the license procedure and will occur after all related improvements are made to ensure they are properly located and installed for the number of proposed chickens.
 - (3) The coop must be kept clean, dry and in a sanitary condition at all times.
 - (4) The maximum number of hens per premises is six. Adjoining lots having common ownership shall be considered as one premises.
 - (5) No person shall keep, possess, allow, or harbor any rooster.

- (6) In addition to compliance with the requirements of this section, no one shall keep, allow, or harbor a chicken that causes any nuisance, unhealthy condition, creates a public health threat, or otherwise interferes with the normal use of property and the enjoyment of life by humans.
- (7) Chickens are for personal (noncommercial) use only and not for any business-related purposes. The selling of eggs, chickens or by-products is prohibited.
- (8) Property owners shall be required to obtain a license with fee per the Town Fee Schedule to be paid before chickens are kept on the property. The license shall be renewed annually (license period January 1 to December 31). Applications for a license to keep chickens under this section shall be made to, and on a form prescribed by, the Town Clerk. The license application must include a proposed site plan for the coop and run area that shows compliance with all applicable requirements under this section.
- (9) The Town shall have the authority, whenever it may deem reasonably necessary, to enter a structure or property where a chicken is kept to ascertain whether the permittee is in compliance with this section. The permittee shall be responsible for all costs associated with inspections.
- (10) A license may be revoked by the Town if the licensee violates any provision of this section. A new license cannot be issued to the licensee or the licensee's property until one year after the date of revocation.

§ 95-25. Violations and penalties.

- A. Any person violating §§ ~~95-15, 95-16, 95-17, 95-18, 95-19, 95-20, 95-21, 95-22~~ or 95-23 or 95-24 shall be subject to a forfeiture of not less than \$50 and not more than \$200. This subsection shall also permit the Town Attorney to apply to the court of competent jurisdiction for a temporary or permanent injunction restraining any person from violating any aspect of this chapter.
- B. Anyone who violates §§ 95-1, 95-2, 95-3, 95-4, ~~and~~ 95-5, and 95-6 of this chapter or Ch. 174, Wis. Stats., shall be subject to a forfeiture of not less than \$25 and not more than \$200 for the first offense and not less than \$100 and not more than \$400 for any subsequent offenses.
- C. An owner who refuses to comply with an order issued under § 95-5 to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined shall be subject to a forfeiture of not less than \$100 nor more than \$1,000, together with costs of prosecution, and in default of payment of such forfeiture and costs shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 60 days. **[Amended 10-4-2006 by Ord. No. 2006-11]**
- ~~D.—Any person who violates §§ 95-6 through 95-14 of this chapter shall be subject to a forfeiture of not less than \$25 and not more than \$100 for the first violation and not less than \$50 and not more than \$200 for subsequent violations.~~

§ 63-10 Constables.

In compliance with §§ 60.22, 60.37 and 60.56, Wis. Stats., the jurisdiction and duties of the Town Constables of the Town of Cedarburg are as provided herein. ~~All references to "police officer" or "law enforcement officer" in this Code shall mean the Constable.~~ Pursuant to § 63-15 of this Code, the Town Board may employ appointed Town Constables to serve in the office of Constable. Appointed Town Constables shall serve independent of any elected Town Constable whose office may be established or abolished at a Town Meeting. The Constable shall:

A. Obey all lawful orders of the Town Board and enforce violations of the Code of Ordinances of the Town of Cedarburg for which complaints are filed with any Town officer or employee, except as they pertain to moving traffic violations.

~~B. Impound cattle, horses, sheep, swine, dogs and other animals at large in the Town.~~

C. Have the right to accept stipulations, that is, forfeiture fines for ordinance violations.

D. Issue citations for violations of the Town of Cedarburg Code, as set forth in Subsection A above, and with reasonable diligence take before the proper court.^[1]

[1]

E. See that the necessary permits and licenses issued by the proper authority of the state or Town are in the possession of or properly displayed by any person engaged in an activity or business within the Town for which such permit or license is required and that the permit or license holders have complied with the terms of such permits or licenses.

F. Assist the Fire Department in maintaining order at the scene of a fire.

**(The above text modified with a strikethrough shall be deleted).
(The above text modified with an underline shall be added).
(Sections shall be renumbered upon passage).**

This ordinance shall be in full force and effect upon its passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, this 7th day of May, 2025.

David Salvaggio
Town Chairman

Sara Jacoby
Asst. Admin./Town Clerk



Meeting Date: 5/7/25
Agenda Item: #11c

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Adam Monticelli, Director of Public Works

MEMO WRITTEN: April 29, 2025

SUBJECT: Agenda Item #11c: Discussion and possible motion regarding the designation of Public Works equipment as surplus*

BACKGROUND

The Town surplus property disposal policy requires the Administrator to advise the Town Board in writing if the surplus property has a unit cash value of \$1,000 dollars or more, with the Town Board determining whether the property shall be sold or disposed of.

1. 2002 Diesel Mobark Chipper (#27) is no longer utilized by the Town. The Town has not operated the chipper in over eight years due to the grapple collection process utilized in collecting brush.
2. 10' x 14' shed w/8' x 7' roll up door was previously utilized as a staging area for our part-time PW employees during weekends working in the Town Yard. It was also utilized for the storage of various items that were collected during our "pre" gate card access days. The shed is no longer needed for any other department within the Town of Cedarburg.
3. Western Poly Electric Tailgate Salter that was previously utilized on our 2004 1-ton dump body has not been used in over a decade and therefore is no longer needed.

If deemed surplus property, it could then be disposed of by sealed bid, auction or a fixed value may be assigned and the item(s) sold at the assigned price. A Class II public notice will be made of any such bid, auction or sale, and shall include specific items offered together with the minimum bid or fixed price set for each item. The sales would then be reported to the Board within 60 days of sale, with funds flowing to the General Fund / Fund Balance for future assignment by the Town Board.

REQUESTED ACTION

Staff requests the Town Board deem all three items listed above surplus so they can be disposed of.



Meeting Date: 5/7/25
Agenda Item: # 11d

TOWN BOARD OF SUPERVISOR MEETING MEMORANDUM

TO: David Salvaggio, Chairman
Town Board

FROM: Paul Jungbauer, Director of Parks & Recreation
Sara Jacoby, Assistant Administrator/Clerk

MEMO WRITTEN: April 30, 2025

SUBJECT: Agenda Item #11d: Discussion and possible motion regarding the opening of a PayPal account for the purposes of a fundraising campaign*

BACKGROUND

Having approved a capital fundraising campaign for the Korb Sports Complex, the Town Board could authorize staff to enroll in an online platform that would enable them to process donations and share an individualized link with potential donors through social media and other digital channels to collect donations electronically. This method allows wider reach, real-time engagement, donor convenience, social sharing, and is cost-effective when compared to direct mail methods.

The reputation of a fundraising and financial platform is an important consideration. Staff researched companies with a proven track record and positive reviews. It was important to choose a company with a strong reputation, trusted security, and positive feedback from other fundraisers and compare them with our current government processor AllPaid. Attached you will find information collected when exploring recommendations.

If approved, staff would coordinate with Treasurer LeBlanc and Baker Tilly to establish proper accounting for the funds.

REQUESTED ACTION

Staff requests the Town Board authorize staff to configure and operate a PayPal account for the online collection of fundraising campaign funds.

ATTACHMENT

- I. Research
- II. PayPal Agreement

Online Fundraising Platform Research

Online fundraising is raising money for a cause, project, or organization through internet-based platforms. It involves creating a campaign and sharing it with potential donors through social media and other digital channels and collecting donations electronically. This method allows wider reach, real-time engagement, donor convenience, social sharing and is cost-effective when compared to direct mail methods.

Reputation and Reviews

The reputation of a fundraising and financial platform is an important consideration. Staff reviewed companies with a proven track record and positive reviews. It is essential to choose a company with a strong reputation, trusted security, and positive feedback from other fundraisers and compare them with our current government processor AllPaid.

Important Features to consider:

1. **Recurring Giving**
Does the product allow users to easily turn on recurring payments for their donations?
2. **Embeddable Donation Form**
Can nonprofits embed the donation form directly into the website, rather than redirecting users to an external URL i.e. Donation Button?
3. **Digital Wallets**
Beyond just accepting PayPal, does the product allow donations to be made through ApplePay, GooglePay, or any other digital wallet?
4. **Donor Off-set**
Does the product allow nonprofits to prompt users to offset the credit card transaction fees? People making donations online often choose to do so.

Top Comparison Products:

PayPal, AllPaid, Stripe, and Square.

Platform	Recurring Giving	Embeddable Donation Form	Digital Wallets	Donor Off-set	Donor Recognized
Pay Pal	✓	✓	✓	✓	✓
allPaid		✓		✓	
Square	✓	✓	✓		✓
Stripe		✓	✓		

Fees

	Transaction Fee	Card %		Cost to Donor on a Donation of \$1,000	Cost to Town on a Donation of \$1,000* (Would deduct from donation)
PayPal	\$0.49	2.89%			\$29.39*
allPaid	\$1.75	3.75%		\$39.25	
Square Manual	\$0.15	3.50%			\$35.15
Square Online	\$0.30	3.30%			\$33.30
Stripe	\$0.00	2.95%			\$29.50*

Staff Recommendation: PayPal

1. Industry Reputation
2. Personalized Donor Interface
3. Ease of use for Donors
4. Ease and familiarity for reconciliation
5. Payment Card Industry (PCI) Compliant and Certified
6. No Annual Fee
7. No long-term contract

Success Stories/Experience

Lori Phelan

Clerk/Treasurer

Ridgeway, WI

“We used PayPal for people ordering engraved bricks for our Veteran's Memorial. It was the only way Gift Bricks takes online payments. It seemed to work well for those ordering bricks. I did ask our auditor about it, and they were very confident in the security of it.”

Katie LeBlanc and Sara Jacoby have both worked with PayPal at other entities and are familiar with the reconciliation interface and process. Staff will work in conjunction with Baker Tilly to create the correct accounts.

PayPal Interface Examples:

The screenshot shows the PayPal donation interface for Red Cross Disaster Relief. At the top, there are tabs for "My Donation", "Payment Type", and "Payment Details". Below this, a section titled "I Want to Support" features a dropdown menu with "Disaster Relief" selected, accompanied by a red truck icon and the text "Help people affected by disasters big and small." Below the dropdown is a photo of a Red Cross worker in a red vest talking to a woman in a white shirt. To the right of the photo is the heading "How a gift to Disaster Relief can help" and a paragraph explaining that gifts help people affected by disasters like home fire, hurricanes, and tornadoes. Below this is a "Choose a One Time amount" section with buttons for \$75, \$125, \$250, \$500, \$1000, and "Other Amount". A "Monthly" option is also visible. A note states "\$10 is the minimum online donation. All donations are tax deductible." Below this is a checkbox for "Please make my gift go further by adding \$0.00 to cover the proces associated with my donation." and a checked checkbox for "Dedicate this gift to a friend or loved one". There is an "Enter Name" input field. At the bottom, it says "You'll be able to send a card after your donation is complete."

The screenshot shows the PayPal donation interface for Joyful Heart Deliveries Inc. At the top, it says "Donate to Joyful Heart Deliveries Inc" with a blue star icon. Below this is the amount "\$50 USD". There are two checked checkboxes: "Add \$1.52 USD to help cover the fees." and "Make this a monthly donation". Below these is a paragraph: "You authorize PayPal to pay Joyful Heart Deliveries Inc \$51.52 around this day each month. You can change or cancel at anytime in your PayPal account settings." At the bottom, there are two buttons: "Donate with PayPal" (yellow) and "Donate with Debit or Credit Card" (white with blue border).

The screenshot shows the USO donation interface. At the top, it says "SHOW YOUR SUPPORT FOR AMERICA'S TROOPS AND THEIR FAMILIES" and "Honor their sacrifice by making a donation today." Below this is a "USO" logo. To the right, there is a progress indicator with three steps: "1 Amount", "2 Name", and "3 Payment". Below this is the text "You're donating \$50 monthly". There are input fields for "Credit Card Number:", "Expiration Date:" (Month and Year), and "Security Code:". Below these is a checkbox for "I'd like to add \$1 to help cover donation transaction and processing fees." At the bottom, there is a red button that says "DONATE \$50 MONTHLY". The background of the interface shows a photo of soldiers in camouflage gear.

PAYPAL USER AGREEMENT

Last updated on October 28, 2024

About Your Account

Welcome to PayPal!

This user agreement is a contract between you and PayPal, Inc. governing your use of your PayPal account and the PayPal services. It applies to U.S. PayPal accounts only. If you are an individual, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state of residence to open a U.S. PayPal account and use the PayPal services. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open a U.S. PayPal account and use the PayPal services.

By opening and using a PayPal account, you agree to comply with all of the terms and conditions of this user agreement, including the [Fee pages](#), and any upcoming changes described on the [Policy Updates](#) page at the time you accept this user agreement (which changes will apply to you on the indicated effective dates). These terms include an [agreement to resolve disputes by arbitration](#) on an individual basis. You also agree to comply with each of the other terms or agreements on the [Legal Agreements](#) page that apply to you and the following additional policies:

- ◆ [Acceptable Use Policy](#)
- [Electronic Communications Delivery Policy \(E-Sign Disclosure and Consent\)](#)

Please read carefully all of the terms and conditions of this user agreement, the terms of the above policies, and each of the other terms and agreements that apply to you.

We may revise this agreement and any of the other terms, agreements, or policies from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice of such changes.

- For personal accounts, notice will include posting information about the changes on our [Policy Updates](#) page. If you accepted this user agreement prior to us posting notice of the changes on our [Policy Updates](#) page, then such notice will be provided at least 21 days before the applicable effective date.
- For business accounts, notice will include posting information about the changes on our [Policy Updates](#) page or providing information about the changes by other written means (which may include email). If you accepted this user agreement prior to us providing notice of the changes on the [Policy Updates](#) page or by other written means, then such notice will be provided at least 5 days before the applicable effective date.

By continuing to use our services after any changes to this user agreement or any of the other applicable terms, agreements, or policies, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

Opening a PayPal Account

We offer two types of PayPal accounts: PayPal personal accounts (or “personal accounts”) and PayPal business accounts (or “business accounts”), both covered by this user agreement.

All PayPal accounts let you do things like:

- [Send](#) and receive money.
- ◆ [Buy](#) things online, using mobile devices or in stores.
- ◆ Make payments using your credit card, debit card, bank account, or other payment options, including funds held as balance in a business account (if we have verified the [required identifying information](#) you provide to us) or funds held in a PayPal Balance account linked to a personal account if you choose to open a PayPal Balance account. The terms “PayPal Balance account” or “Balance Account” in this user agreement are used to refer to a PayPal Balance account and shall include any account currently or previously known as a PayPal Cash or a PayPal Cash Plus account, as applicable. More information about Balance Accounts can be found in the [PayPal Balance Terms and Conditions](#).
- Accept credit card, debit card, bank account, Balance Account, and other payment methods from others.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your PayPal account and the PayPal services. You must keep your mailing address, email address and other contact information current in your PayPal account profile.

Personal accounts

If you primarily need to make purchases and send personal transactions to family and friends, a personal account is probably right for you. With a personal account you can do things like:

- ◆ [Send](#) personal transactions to and request personal transactions from friends and family.
- [Buy](#) goods and services.

You can also use a personal account to receive money for the sale of goods and services and hold that money in a linked Balance Account or transfer it to a linked bank account or debit card if you do not open a Balance Account, but if you plan to use your personal account primarily to sell things, you should open a business account. You can also convert your personal account to a business account should circumstances change.

Business accounts

We recommend business accounts for people and organizations that primarily use PayPal to sell goods or services or to receive donations, even if your business is not incorporated. With a business account, you can do things like:

- ◆ Use a company or business name as the name on your business account.
- ◆ Allow employees access to some of the features of your business account.
- Sign up for **PayPal products** that meet your business needs.

Business accounts may be subject to fees that differ from the fees applicable to personal accounts. Business accounts are not eligible to receive “**personal transactions**”, although they may send personal transactions to friends and family with an eligible PayPal account.

By opening up a business account or converting a personal account to a business account, you certify to us that you are using it primarily for a business or commercial purpose. You also consent to PayPal obtaining your personal and/or business credit report from a credit reporting agency at account opening and whenever we reasonably believe there may be an increased level of risk associated with your business account.

Closing Your PayPal Account

You may close your PayPal account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your PayPal account even after the PayPal account is closed. When you close your PayPal account, we will cancel any scheduled or incomplete transactions. If you have a Balance Account linked to a personal account, you must **withdraw** or transfer any funds held in your Balance Account before closing your personal account, and closing a personal account will result in PayPal automatically closing any linked Balance Account. If you have a business account, you must **withdraw** or transfer any balance from your business account before closing it, and if you have not provided the **required identifying information** to us, or if we are unable to verify the **required identifying information** you provide, you must transfer any balance in your business account to a linked bank account or debit card. You cannot withdraw or transfer digital gift certificates/cards that are purchased through **PayPal Digital Gifts** and linked to your personal or business account as payment methods. However, even without your PayPal account, you can still use the codes you received by email when you purchased the gift certificates/cards to make purchases.

In certain cases, you may not close your PayPal account, including: ● To evade an investigation.

- ◆ If you have a pending transaction or an open dispute or claim.
- ◆ If your PayPal account has a negative balance.
- If your PayPal account is subject to a hold, limitation or reserve.

Link or Unlink a Payment Method

You can link or unlink certain payment methods such as a credit card, debit card, a U.S. bank account or PayPal Credit to your PayPal account. If you open a Balance Account it will be linked to your personal account as a payment method and you can unlink the Balance Account by withdrawing all funds and closing it. If you have a Balance Account and have also opened a PayPal Debit Mastercard® account (PayPal Debit Card), your PayPal Debit Card, which allows you to access the balance in your PayPal Balance Account, will be reflected as the Payment Method in PayPal checkout.

Before linking a bank account, you should review and understand the consumer protection rights and remedies available for different payment sources under the Electronic Fund Transfer Act (EFTA) and Fair Credit Billing Act (FCBA). Please also refer to **Authorization to Charge Your Payment Method** for additional terms regarding our authority to charge your linked payment methods and your right to revoke our authority to charge such payment methods.

Please keep your payment method information current (e.g., credit card number and expiration date). If this information changes, we may update it using information and third-party sources available to us without any action on your part. If you do not want us to update your payment method information, you may unlink that payment method by removing it from your PayPal account. If we update your payment method, we will keep any preference setting attached to such payment method. You may need to confirm your payment method, so we can verify that it is valid and belongs to you. To do this, you authorize us to make credits and debits to your payment method as follows:

- ◆ If your payment method is a card that we require you to confirm, we will verify it by charging \$1.95 U.S. dollars to the card and promptly refunding this amount after we have confirmed it.
- ◆ If your payment method is a bank account that you manually link to your PayPal account by adding your bank routing and account numbers (instead of verifying using a real-time account verification service, if available to you),

we will make two small deposits to your provided bank account of less than \$1.00 U.S. dollar each that you will need to confirm with us, along with one corresponding single debit from your bank account totaling the amount of the two small deposits.

Authorization to Charge Your Payment Method

General authorization to charge your payment method

By linking a payment method to your PayPal account, as described in the section [Link or Unlink a Payment Method](#), you authorize PayPal to charge such linked payment method (a) whenever you choose such linked payment method to send money or purchase something using PayPal, (b) in connection with any errors, claims, or disputes, and (c) for amounts you owe to PayPal.

Authorization of specific transactions

Each time you send money using the Send Money feature in your PayPal account, you authorize PayPal to charge the selected payment method for the amount you are sending and any applicable fees.

Each time you use PayPal to purchase something from a seller or make a donation, you authorize PayPal to charge your selected or backup payment method for the amount specified during the checkout process and any applicable fees. If the amount of your transaction changes after checkout, you authorize PayPal to charge the selected or backup payment method for the revised amount (for example, if the amount increases because you add another product or service (e.g., expedited delivery), the amount decreases, or the amount is split because a portion of your order is canceled or delayed).

If you have entered into an automatic payment agreement with a seller, you authorize PayPal to charge your preferred or selected payment method each time you make a purchase from the seller, including via recurring payments or any other future transactions scheduled in advance. If your preferred or selected payment method cannot be charged, you authorize PayPal to charge the relevant backup payment method linked to your PayPal account.

Revoking your authorization

You can revoke our authority to charge a payment method by unlinking that payment method from your PayPal account as described in the section [Link or Unlink a Payment Method](#). Such revocation only applies to transactions that are initiated, by you or by a seller, after you unlink the payment method. It does not affect our authority to charge the payment method for a transaction you have already authorized, including our authority to re-present a charge to the unlinked payment method or charge the unlinked

payment method as a backup payment method if the original transaction occurred before you unlinked that payment method. Unlinking a payment method also does not revoke our authority to charge or credit the payment method in connection with an error, dispute, or claim with respect to a transaction initiated before you unlinked that payment method. If there is a pending transaction with a seller where you have authorized the transaction, but the seller has not yet completed the transaction, you may not be able to unlink the payment method used until the transaction is completed.

Receiving Funds, Holding a Balance, or Transferring Funds

Unless otherwise expressly stated, all references to "funds" in this user agreement mean money denominated in sovereign currency and not cryptocurrency or any other form of asset.

Personal accounts

Money sent to your personal account cannot be held as a balance in your personal account. When you receive money to your personal account, you can:

- transfer the money via a standard transfer to an eligible debit card or your bank account linked to your personal account for free;
- transfer the money via an Instant Transfer to an eligible debit card or bank account linked to your personal account, subject to the fees applicable to such transfers that can be found on the [Fees for Transferring Funds \(for personal accounts\)](#) table and that will be disclosed to you in advance each time you initiate such a withdrawal;
- request PayPal to send the money to you by check (subject to a non-refundable fee of \$1.50 U.S. dollars for PayPal personal accounts without a linked Balance Account, which will be deducted from the amount of the transfer). If you request a paper check from us, you must cash it within 180 days of the date of issuance, or we will return the funds to your linked Balance Account if you have one or hold the funds on your behalf and retain the non-refundable fee of \$1.50 U.S. dollars, if applied. We will not send a check to a post office box, and we will only send a check to an address once we have confirmed that it belongs to you;
- open a Balance Account to hold and use the money as a balance in your Balance Account for purchases or to send personal transactions to friends and family members. A Balance Account is separate account from your personal account. If you open a Balance Account, we will automatically link your Balance Account to your personal account. If you have a Balance Account and have also opened a PayPal Debit Card, your PayPal Debit Card, which allows you to access the balance in your PayPal Balance Account, will be reflected as the Payment Method in PayPal checkout. More information about Balance Accounts can be found in the [PayPal Balance Terms and Conditions](#).

You also cannot transfer money to your personal account to be held as a balance in your personal account. You will need to open a Balance Account to hold the money as a balance in your Balance Account, which can be used for purchases or to send personal transactions to friends and family members. More information about Balance Accounts can be found in the [PayPal Balance Terms and Conditions](#).

Except when PayPal acts as your agent and custodian to place funds in one or more banks insured by the Federal Deposit Insurance Corporation (FDIC) that we choose in our discretion ("[Program Banks](#)"), as provided below, any balance in your Balance Account and any funds sent to you which have not yet been transferred to a linked bank account or linked debit card if you do not have a Balance Account, represent unsecured claims

against PayPal that are not eligible for FDIC pass-through insurance.

If your Balance Account is not eligible for FDIC pass-through insurance, PayPal combines your PayPal funds with the PayPal funds not eligible for pass-through FDIC insurance of other PayPal users and invests those funds in liquid investments in accordance with state money transmitter laws. PayPal owns the interest or other earnings on these investments. However, the claim against PayPal represented by funds held in your Balance Account is not secured by these investments and you do not have any ownership interest (either legal or beneficial) in these investments. These pooled amounts are held apart from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy. You will not receive any interest or other return on the funds held with PayPal.

If you have opened a PayPal Debit Card Mastercard® account, enrolled in Direct Deposit, or bought or received cryptocurrency with your personal PayPal Balance account, we will place your U.S. dollar PayPal Balance funds in one or more **Program Banks**, where they will, subject to certain conditions, be eligible for pass-through FDIC insurance, up to applicable limits. FDIC insurance protects against the failure of the **Program Banks**, not the failure of PayPal. PayPal is not a bank, does not take deposits and is not FDIC insured. Any other balance funds and all cryptocurrencies are not held in FDIC-insured bank deposits. Cryptocurrencies may lose value. See [PayPal Balance Terms and Conditions](#).

PayPal Savings

You may also link PayPal Savings to your PayPal personal account. PayPal Savings is a deposit account provided by Synchrony Bank in which you can deposit funds and subsequently access those funds by transferring them back to your eligible Balance Account. A PayPal Balance Account is required to set up and utilize PayPal Savings.

PayPal Savings does not act as a payment method to fund transactions with merchants for goods and services or to send or receive personal transactions from friends and family.

All deposits to and withdrawals from PayPal Savings are made via transfer to your PayPal balance. When you link PayPal Savings to your PayPal account, you authorize PayPal and Synchrony Bank to transfer funds between your eligible Balance Account and PayPal Savings in accordance with your instructions.

More information about sending and receiving funds from PayPal Savings can be found in the [PayPal Balance Terms and Conditions](#).

Business accounts

Money sent to a business account can be held directly as balance in the business account. The balance functionality in your business account will differ depending on whether we have been able to verify the **required identifying information** that you provide to us.

The required identifying information is:

- For sole proprietorships: name, physical address, date of birth and taxpayer identification number; or
- For other types of business legal entities: business name, business address, taxpayer identification number, and proof of business existence.

If we have not verified the **required identifying information**, a balance in your business account can only be held in your business account and transferred to a linked bank account or debit card or you can request PayPal to send you the money by check (subject to a non-refundable fee of \$1.50 U.S. dollars for PayPal business accounts, which will be deducted from the amount of the withdrawal). Your balance may also be used to fund payments or money owed to PayPal, such as payments on your PayPal Working Capital account or monies owed for **refunds or chargebacks**.

If we have verified the **required identifying information**, a balance can be held in your business account, transferred to a linked bank account or debit card, used to make purchases or send money to others.

If you have a business account and we have verified the **required identifying information** that you have provided to us, you may transfer money to the balance of your business account from any bank account linked to your business account by requesting an electronic transfer from your bank account. If we have not verified the **required identifying information** that you have provided to us, you cannot add funds to your balance in a business account.

You can withdraw balance from your business account by:

- transferring it via a standard transfer to an eligible debit card or a bank account linked to your business account for free, transferring it via an Instant Transfer to an eligible debit card or bank account linked to your business account,
- subject to the fees applicable to such transfers that can be found on the **Fees for Transferring Balance (for business accounts)** table and that will be disclosed to you in advance each time you initiate such a withdrawal, conducting a cash withdrawal transaction if you have a PayPal Debit Card via (i) a bank teller at a participating bank branch or other financial institution, or (ii) an ATM (automated teller machine) (fees may apply), or
- requesting a check from us (subject to a non-refundable fee of \$1.50 U.S. dollars for PayPal business accounts, which will be deducted from the amount of the withdrawal). If you request a paper check from us, you must cash it within 180 days of the date of issuance, or we will return the funds to your balance in your business account and retain the non-refundable fee of \$1.50 U.S. dollars. We will not send a check to a post office box, and we will only send a check to an address once we have confirmed that it belongs to you.

Any funds you hold in your business account represent unsecured claims against PayPal. PayPal is not a bank, does not take deposits and is not FDIC insured. You will not receive any interest or other return on the funds held with PayPal. PayPal combines your PayPal funds with the PayPal funds of other PayPal users and invests those funds in liquid investments in accordance with state money transmitter laws.

PayPal owns the interest or other earnings on these investments. However, the claim against PayPal represented by your PayPal funds is not secured by these investments and you do not have any ownership interest (either legal or beneficial) in these investments. These pooled amounts are held apart from PayPal's corporate funds, and PayPal will neither use these funds for its operating expenses or any other corporate purposes nor will it voluntarily make these funds available to its creditors in the event of bankruptcy.

Restrictions on transfers or withdrawals from PayPal accounts

To protect us and our users from loss, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorized the withdrawal or if other payments to your PayPal account have been subject to a reversal (for example, as a result of a **chargeback**, bank reversal, or **dispute by a buyer**). If we place a **limitation** on your PayPal account, a payment is subject to a hold, or your account or an associated account has a negative balance in any currency while a withdrawal from your PayPal account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off.

We may set limits on your withdrawals. Completing two out of three of the following steps can help us verify your PayPal account, which may allow us to increase your withdrawal limit:

Verifying your bank account.

✦ Linking and confirming your credit or debit card information.

• Providing your social security number.

Managing Your Money in Multiple Currencies

Holding currency other than U.S. dollars

Your balance in your business account or in your Balance Account, if you have one, may be held in currencies other than U.S. dollars.

If you hold a balance in your business account or in your Balance Account:

- We may allow you to convert the funds to balance in another currency. If you convert funds in your account, PayPal's transaction exchange rate (including our **currency conversion spread**) will be used. We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform.
- You may only withdraw the funds in U.S. dollars. In order to withdraw funds in your account held in another currency you will have to convert the currency to U.S. dollars, or it will be converted for you at the time of your withdrawal. PayPal's currency conversion rate, including our **currency conversion spread**, will be used.

To receive money in a currency your account is not currently configured to accept, it may be necessary to create a balance in your business account or in your Balance Account, in that currency or convert the money into another currency. Certain currencies can only be received by converting the money into another currency that PayPal allows you to hold. If the money is converted, PayPal's transaction exchange rate (including our **currency conversion spread**) will be used.

You are responsible for all risks associated with maintaining multiple currencies in a Balance Account or business account. You may not manage or convert multiple currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that PayPal determines is primarily for the purpose of gaining or making money based on currency conversion rates. PayPal may hold, cancel, or reverse any transaction we determine to violate this policy.

How we convert currency

If PayPal converts currency, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a **currency conversion spread** applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior **Business Day**; or, if required by law or regulation, set at the relevant government reference rate(s).

If we cannot communicate with you at the time you authorize an in-person payment (for example, because you or the seller do not have connectivity at the time you authorized the transaction), and we perform a currency conversion for that payment, we will use the transaction exchange rate in effect at the time the payment transaction is processed by the seller.

For some uses of your PayPal accounts, PayPal may determine currency conversion is necessary. The applicable currency conversion spread can be found on our Fees page under the heading **Currency conversion**.

Holds or limitations may delay currency conversion of amounts until such holds or limitations are released. This may result in the application of a currency conversion that is different from the transaction exchange rate that would have been applied had no account hold(s) or limitation(s) been in place. Currency conversions in these circumstances may be more favorable or less favorable to you.

Currency conversion choices

When your payment is funded by a debit or credit card and PayPal determines a currency conversion is necessary, you

consent to and authorize PayPal to convert the currency in place of your debit or credit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including setting the currency of your card, a choice of which currency is used for the transaction, whether PayPal or your card issuer performs the conversion, or which conversion rate is used for the transaction, and may be made available individually for each card and for each automatic payment agreement. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge.

PayPal will always perform the conversion for transactions where your Balance Account balance, business account balance or linked bank account is the payment method. For PayPal Debit Card transactions, the currency conversion will be performed by Mastercard, except for PayPal Debit Card transactions in PayPal checkout for which PayPal will perform the currency conversion.

Taxes and Information Reporting

General information

Our [consumer fees](#) and [merchant fees](#) are exclusive of any taxes, charges, or similar assessments of any nature, including, without limitation, value-added, sales, digital services, stamp, transfer, or withholding taxes, assessable by any jurisdiction or governmental authority (collectively, "Taxes").

Each of us shall be responsible to pay our own Taxes arising in connection with the performance of our respective obligations from your use of PayPal services.

Paying for PayPal's services

If you are paying for a PayPal service, you agree to pay to PayPal the amount of any legally applicable Taxes imposed on any amount due from you to PayPal.

You agree not to withhold any Taxes on amounts payable by you to PayPal unless you are legally required to do so. If you withhold any Taxes, the amount payable by you to PayPal shall not be decreased by the amount withheld. You agree that PayPal is entitled to receive the full amount that would have been received had there been no withholding of any Taxes. Upon request by PayPal, you will deliver to PayPal in a timely manner any written documentation evidencing your payment of Taxes to the relevant authorities.

Your additional responsibilities and acknowledgments

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report, and remit the correct taxes to the appropriate authority. PayPal is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting, or remitting taxes arising from any transaction.

You acknowledge that PayPal may have a legal obligation to make reports, and will make such reports, to tax authorities regarding transactions that we process on your behalf. Additional information can be found in our [Help Center](#).

Information reporting

We may request that you provide PayPal with your tax identification number and/or other tax-related documentation or information. If you do not provide the requested information to PayPal or keep documentation up to date in your PayPal account, you may be subject to account [holds or limitations](#) and withholding Taxes at the applicable rates on gross payments received. PayPal will remit any such withholding Taxes to the appropriate tax authorities, and you acknowledge PayPal may be prohibited from refunding any amounts to you once these have been sent to the appropriate tax authorities.

If a currency conversion is required on a payment of withholding Taxes, the amount due to the relevant tax authority will be calculated by PayPal in accordance with our [currency conversion](#) terms when we process the withholding Taxes. To minimize risks relating to exchange rate fluctuations, account holds and limitations, tax withholding, and remittance to the relevant tax authority, you should add or confirm your taxpayer information to PayPal.

Account Statements

You have the right to receive an account statement showing your PayPal account activity. You may view your PayPal account statement by logging into your PayPal account. If you have a Balance Account linked to your personal account, you will receive two statements: one showing all transactions in your personal account and an additional statement showing only transactions involving your Balance Account.

Sending Money and Buying

Sending Money to a Friend or Family Member

Sending money

You can send money to a friend or family member as a personal transaction using the Send Money feature in your PayPal account. You can send money to a friend or family member even if they don't have an eligible PayPal account at the time you send them money, using their email address or mobile number in any currency that PayPal supports, and you can choose which [payment method](#) you want to use. If the person to whom you are sending money does not have an eligible PayPal account, they can claim it by opening an eligible PayPal account. If they don't claim it, it will be refunded to you.

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases.

When you send money to a friend or family member who has an eligible PayPal account, one of two things may happen: they may accept or decline the money. If they decline to accept the money, the money (including any fees you were charged) will be [refunded](#) to:

- The original payment method you used for the transaction, if you used a credit card, debit card, PayPal Credit, a Balance Account, or balance in a business account as the payment method, or
- The balance in your business account or the balance in your Balance Account linked to your personal account
- if you used a bank account as the payment method and we cannot refund it to your bank account.
- If you do not have a Balance Account linked to your personal account, the money will be waiting for you to claim by using one of the available transfer methods under [Receiving Funds, Holding a Balance or Transferring Funds](#) for personal accounts.

Fees for Sending Money to Friends and Family

The fees applicable to sending personal transactions to an eligible PayPal account can be found on our [Consumer Fees page](#) and will be disclosed to you in advance each time you initiate sending a personal transaction to a friend or family member. If you convert money in your Balance Account balance or in your business account balance from one currency to another before sending money, PayPal's transaction exchange rate (including our [currency conversion spread](#)) will be used. If you use your credit card as the payment method when sending money, you may also be charged a cash-advance fee by your card issuer.

If you send money to a friend's or family member's eligible PayPal account from a third party (non-PayPal) website or by using a third party's product or service, then the third party will determine if the sender or recipient pays the fee. This will be disclosed to you by the third party before the payment is initiated.

You can also use the Send Money feature in your PayPal account to pay another PayPal account for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services as long as you send the money as a commercial transaction (often referred to as using the "Send Money for Goods and Services" feature in your PayPal account). In that case, the seller will pay a fee. You must not send money as a personal transaction (often referred to as using the "Send Money to a Friend or Family Member" feature in your PayPal account) when you are paying for goods or services. Note that the "Send Money to a Friend or Family Member" feature may not be available when sending money to a business account as such accounts may not be eligible to receive personal transactions.

Buying Something From, Donating to, or Returning Something to, a Seller Who Accepts PayPal

How to purchase something or make a donation

You can purchase something from a seller who accepts PayPal or make a donation, in any currency that the recipient accepts and that PayPal supports using any [payment method](#) linked to your PayPal account.

This includes, for example:

- Purchasing something at an online retailer's website and selecting PayPal as your payment method at checkout.
- Sending money to a seller for goods or services.
- Using your PayPal account to purchase something at a seller's physical store using an electronic terminal, subject to certain limitations.
- Using your PayPal account to purchase something at a seller's physical store using your own mobile device and a QR code, subject to certain limitations.
- Making donations using PayPal.

If the seller you are purchasing from sells goods or services and that seller does not already have a PayPal account, they can claim your payment by opening a PayPal account. If they don't open a PayPal account within 30 days, your purchase will be refunded.

In order to manage risk, PayPal may limit the payment methods available for a transaction when you purchase something or make a donation. In addition, payment methods may be limited for certain sellers or recipients, including PayPal payments made through certain third-party websites or applications.

When you authorize a payment to a seller who accepts PayPal, some sellers may take up to 30 days to complete the transaction. In these instances, your payment may appear as a pending order in your PayPal account. In that case, your authorization of the payment will remain valid until the seller completes the transaction (but no longer than 30 days). If you used a debit or credit card as the payment method, your debit or credit card issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction. If your payment requires a currency conversion by us, PayPal's transaction exchange rate (including a [currency conversion spread](#)) will be used, and may be the rate at the time the payment is processed.

Fees

When you purchase something from a seller who accepts PayPal or make a donation, you don't pay a fee to PayPal. If PayPal performs a currency conversion for your purchase or donation, PayPal's transaction exchange rate (including our [currency conversion spread](#)) will be used. Your debit or credit card issuer may also charge you a separate fee for non-U.S. transactions.

In addition you may be required to pay a fee to PayPal if you are making a purchase using PayPal [Business Payments](#) and the seller discloses to you that you, as the buyer, must pay the fee.

Payment review

When PayPal identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, PayPal will place a hold on the transaction and notify the seller to delay shipping of the item. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will notify the

seller and direct them to ship the item. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

Automatic payments

Some sellers who accept PayPal allow you to store PayPal as the payment method for future purchases with that seller. When you store PayPal as a payment method with a specific seller, you agree with the seller that they can use PayPal to request payment for future transactions between you and the seller. The agreement between you and the seller may allow you to authorize and schedule a payment to the seller in advance on a one-time, sporadic, or recurring basis. Examples of automatic payments that can be arranged by you with a seller include those that PayPal calls a "billing agreement," "subscription," "recurring payment," "reference transaction," "preauthorized transfer"; or "preapproved payment."

If you have a personal account, you may cancel a recurring automatic payment 3 **Business Days** or more before the date of the next scheduled payment from your account settings or by contacting us through the **PayPal Help Center**, or by calling PayPal at (888) 221-1161. If you order us to stop one of these payments 3 **Business Days** or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Once your automatic payment authorization is canceled, all future automatic payments under your agreement with that seller will be stopped. If you cancel an automatic payment authorization, you may still owe the seller money for purchases that have been authorized but not completed, or you may still have additional obligations to the seller for any goods or services that you receive but have not paid for.

If you have given advance payment authorization to a seller that permits a seller to take or receive payments from your PayPal account on a regularly recurring basis (for example, every month or otherwise on a routine billing cycle), and if such payments will vary in amount, you have the right to advance notice of the amount and date of the transfer from the seller at least 10 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller.

If you have authorized an automatic payment and PayPal performs currency conversion for an automatic payment transaction, PayPal will use the transaction exchange rate (including PayPal's **currency conversion spread**) in effect at the time the automatic payment transaction is processed.

Refunds

When you purchase something from a seller online using PayPal and the transaction is ultimately refunded, the money will typically be refunded to the original payment method you used for the transaction if you used a debit card, credit card, PayPal Credit, or a balance in your Balance Account or business account.

If you used a bank account linked to a personal account as the payment method for the transaction, we may give you the option to receive the money to your Balance Account; otherwise, we will attempt to refund the money to your bank account. If we are unable to do so, we will attempt to refund the money to your linked Balance Account if you have one. If you do not have a Balance Account, the money will be waiting for you to claim by using one of the available transfer methods under **Receiving Funds, Holding a Balance or Transferring Funds** for personal accounts.

If you used a bank account linked to a business account as the payment method for the transaction, we will attempt to refund the money to your bank account. If we are unable to do so, we will refund the money to your balance in your business account.

For purchases you make in a seller's store location that you paid for using your personal account and the transaction is ultimately refunded, the money will be refunded to your Balance Account if you have one. If you do not have a Balance Account, the money will be waiting for you to claim by using one of the available transfer methods under **Receiving Funds, Holding a Balance or Transferring Funds** for personal accounts.

For purchases you make in a seller's store location that you paid for using your business account and the transaction is ultimately refunded, the money will be refunded to your balance in your business account.

If you used Pay with Rewards to fund your transaction, your refund will be processed back as a dollar amount: depending on your card agreement with your issuer, your issuer may or may not credit your purchase back to your reward balance.

If PayPal performed currency conversion for your transaction and a refund is issued:

- Within 1 day of the date of the original payment, PayPal's transaction exchange rate (including a **currency conversion spread**) used at the time of the original payment will apply.
- Beyond 1 day of the date of the original payment, PayPal's transaction exchange rate (including a **currency conversion spread**) on the date of the refund will apply.

Money will be refunded in the currency you paid; or if we are unable to refund in the currency you paid, in your primary holding currency; or we are unable to refund in your primary holding currency, then in U.S. dollars.

Payment Method Used for My Transaction

Selecting a preferred payment method

You can choose any of the payment methods in your PayPal account as your preferred payment method. You can select a preferred payment method in your account preferences on www.paypal.com or in the PayPal app, or when checking out with PayPal online. There may be times when your preferred payment method cannot be used, for example, if you select a credit card that is expired.

You can set separate preferred payment methods for online transactions, in-store transactions, and each of your automatic payment agreements, as described below.

If you have chosen a preferred payment method, it will be shown as the primary method of payment.

If you have not chosen a preferred payment method, you can always choose the payment method to be used for the specific transaction.

The availability of certain payment methods may be limited based on that particular seller or the third-party website you are using to complete the transaction.

If you have not chosen a preferred payment method for online transactions, when you choose a credit card (other than PayPal Credit), debit card, bank account, or balance with PayPal during a one-time online purchase, you are also providing your express consent to make that your preferred payment method for future one-time online purchases.

If you have not selected a preferred payment method, or your preferred payment method is unavailable, we will show you your available payment methods. You can also see all of your available payment methods, or add a new one, and select a payment method during the transaction.

Backup payment method

Certain one-time online transactions may require that a backup payment method be used in the event that your selected or preferred payment method is unavailable. In those instances, the backup payment method may be displayed to you on your transaction review page before you complete the transaction. If PayPal determines currency conversion is necessary for a transaction that also requires a backup payment method, you may not be able to separately choose whether PayPal or your card issuer performs the currency conversion on your backup payment method.

Sending money using the Send Money feature

When you send money using the Send Money feature in your PayPal account to eligible PayPal accounts within the U.S. using balance in your Balance Account linked to your personal account, the balance in your business account, or your bank account, we waive all fees charged to you (as per our [Fee pages](#)), so we always show you these payment options first, even if you have a set preferred payment method for your online purchases. You always have the choice to select any payment method in your PayPal account during the Send Money experience. If you select a payment method with a fee, we will always show you the fee before you send money.

Automatic payments

Some sellers allow you to store PayPal as the way you pay when making purchases on their site, so you can check out faster. Often, this entails creating an agreement with the seller that permits them to request that we charge your PayPal account each time you make a purchase.

When you first set up an automatic payment agreement or store PayPal as a payment method with a seller, you may have the option to set up a preferred payment method for such agreement. You can review, set, or change a preferred payment method for an automatic payment agreement in your account settings on paypal.com or in the PayPal app.

Your preferred payment method for an automatic payment agreement will be used for transactions with that seller. If you have available balance with PayPal, that balance may be used before your preferred payment method, depending on your applicable automatic payment agreement with the seller.

If you have not set a preferred payment method for an automatic payment agreement, or if your preferred payment method for an automatic payment agreement is unavailable (for example, due to fraud risk or because it is expired) you authorize PayPal to charge the backup payment method in the following order, if applicable: 1. Balance Account or PayPal Debit Card (which allows you to access your Balance Account), or balance in your business account (if we've been able to verify the required identifying information you provide to us); 2. Bank account (when PayPal pays the recipient before we receive the funds from your bank); 3. PayPal co-branded credit card; 4. Debit card; 5. Credit card; and 6. E-check (when PayPal waits to receive the funds from your bank before we pay the recipient). However, if a bank account is used as the payment method for a transaction and funding fails (for example, as a result of insufficient funds), PayPal may attempt another payment method as a backup notwithstanding the order specified above (typically a credit card, if applicable). To help minimize disruptions in your automatic payments, we may update your payment method information associated with such automatic payments; see [Link or Unlink a Payment Method](#).

Bank account transfers

Each time you use your bank account as a payment method, you authorize PayPal to initiate a transfer from your bank account to the recipient. For these transactions, PayPal will make electronic transfers from your bank account, as set forth under [Authorization to Charge Your Payment Method](#). You authorize PayPal to re-present this transfer from your bank account up to two (2) times if the initial transfer is rejected by your bank for any reason. Adding money to your PayPal balance (including your PayPal Balance account balance) while a re-presentation is pending does not stop the original transfer from being re-presented by us to your bank.

If you use your PayPal account to pay for an item and you select your bank account as the payment method for the transaction, remember that your PayPal account is issued to you by PayPal and not your bank. The terms, benefits, and protections associated with your PayPal account may vary from those that apply to your bank account. If you use your PayPal account to make a purchase that exceeds the balance in your linked bank account, you could incur overdraft fees, even if you chose not to allow overdrafts with your bank. Similarly, the liability limits applicable to your PayPal account may differ from those applicable to your bank account.

E-check

E-check is a payment method where you use your bank account as your payment method, and the payment is not received by the recipient until the transaction is processed from the bank. This process usually takes 4-7 **Business Days**, but this amount of time will increase if the payment is sent from a bank account located outside the United States.

Pay with Rewards

PayPal may allow you to redeem rewards associated with your eligible card(s) when making a purchase with your PayPal account through PayPal's Pay with Rewards program. PayPal may share with and receive information from your issuer about your issuer accounts to complete the redemption of your rewards when using PayPal's Pay with Rewards program. The exchange of this information is necessary to complete the purchase when you select the Pay with Rewards redemption option.

All Pay with Rewards redemptions are subject to the terms of your card agreement with your card issuer. Pay with Rewards is only available for eligible purchases with certain merchants, and PayPal or your issuer may limit, suspend, or terminate your ability to redeem rewards at any time in accordance with this user agreement and your card agreement. Your issuer determines the value of rewards redeemed through PayPal and available redemption methods (e.g., to pay for your purchase or for a statement credit).

There may be a delay between checkout and processing of your payment. Only rewards available upon processing of your payment will be used. Because your reward balance and/or transaction balance may change, whenever you request to redeem rewards for a purchase you also authorize PayPal to charge up to the full payment amount to your associated card if that happens. For more information on redeeming rewards and how it works, please see **About Payment Methods**.

Debit Card Transactions

PayPal may process debit card transactions through the ATM debit network or the Visa, MasterCard, or Discover network, except for PayPal Debit Card transactions you make in PayPal checkout, which will be processed directly by PayPal by debiting your Balance Account. If we process your debit card through an ATM debit network, we may provide you with the opportunity to switch to a Visa or MasterCard network. Choosing the Visa/Mastercard network may give you additional protection compared to the ATM debit networks. You should contact your debit card issuer to learn more about your rights and remedies if you pay with your debit card.

Loyalty Cards

If you use the PayPal application on your mobile phone, you may store loyalty card numbers or bar codes, where applicable, for certain sellers in your PayPal account. When you store your loyalty card numbers or bar codes in your PayPal account, you will earn any rewards, subject to the seller's loyalty card terms and conditions, at the time you make your payment to the merchant by presenting the stored loyalty card number or bar code to the seller at the point of sale. It is your responsibility to make sure you have entered your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled. PayPal is not responsible for managing your loyalty card account by offering this service and any questions about your loyalty card or associated rewards program should be directed to the seller who offers the card.

PayPal Rewards Program

The PayPal Rewards Program allows eligible PayPal users to earn rewards points for completing qualifying transactions or activities. See the **PayPal Rewards Program Agreement** for more information. Such agreement governs participation in the PayPal Rewards Program and is incorporated herein by reference.

PayPal's Purchase Protection Program

When you purchase something from a seller who accepts PayPal, you may be eligible for a refund under PayPal's Purchase Protection program. When applicable, PayPal's Purchase Protection program may result in coverage for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim is eligible for PayPal's Purchase Protection program.

The program terms and conditions are set out in **PayPal's Purchase Protection program** page and form part of this user agreement.

Selling and Accepting Payments

Receiving payments

If you use your PayPal account to receive payments for the sale of goods or services or to receive donations, you must:

- ◆ Pay any applicable fees for receiving the funds.
- ◆ Not ask your buyer to send you money as a personal transaction (often referred to as using the "Send Money to a Friend or Family Member" feature). If you do so, PayPal may remove your PayPal account's ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, or by sending an **invoice** for a payment request, you agree to all further

terms of use of that functionality which PayPal will make available to you on any page on the PayPal or Braintree website (including any page for developers and our [Legal Agreements](#) page) or online platform. Such further terms include the [PayPal Alternative Payment Methods Agreement](#).

Commercial entity status

If you are a seller, and the card payments you receive using the PayPal services meet certain criteria, you are required under the applicable card network rules to agree to a Commercial Entity Agreement with each card network member bank that processes such card payments. Such criteria include you receiving card payments from:

- PayPal account users where such card payments reach specified card network-defined volume thresholds, and/or
- PayPal account users where such card payments fall within certain card network-defined business categories, and/or
- Buyers without a PayPal account.

The applicable [Commercial Entity Agreement\(s\)](#) (as updated from time to time) apply to any such card payments processed by PayPal on your behalf through the relevant member bank(s) and are incorporated by reference into this user agreement.

Receiving donation payments

If you use your PayPal account to accept donations, including using the Donate Button or PayPal Checkout for Donations, you must:

- Pay any applicable fees for receiving the funds.
- Not use the Donate Button, PayPal Checkout for Donations, or any other donation services for the sale of goods and services. If you do so, PayPal may remove your PayPal account's ability to use those services or otherwise receive donations.

No surcharges

You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

Presentation of PayPal and Venmo

You must treat PayPal and/or Venmo payment methods or marks at least on par with any other payment methods or marks offered or displayed at your points of sale where PayPal or Venmo branded services are integrated, including your websites or mobile applications. This includes at least equal or better: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, and fees, in each case as compared to other marks and payment methods at your points of sale. Further, you must not present any payment method or mark upstream (or at an earlier point in the checkout experience) from the presentation of any of PayPal or Venmo services or marks.

In representations to your customers or in public communications, you must not mischaracterize any PayPal or Venmo services or exhibit a preference for other payment methods over PayPal or Venmo services. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or Venmo services or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal or Venmo, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising, and other customer communications) you agree to display the PayPal or Venmo services payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

Your customer service information, refunds and returns policy, and privacy policy

You must publish customer service information with clear instructions on how your customers can contact you. Such instructions must include at least: (1) one active customer service email address or active customer service URL to file tickets for assistance and/or (2) one active customer service telephone number. Such information must be readily accessible for review by your customers.

You must publish a refunds and returns policy.

You must publish a privacy policy, where required by law.

Payment review

PayPal reviews certain potentially high-risk transactions. If PayPal determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. PayPal will conduct a review and either complete or cancel the payment. If the payment is completed, PayPal will provide notice to you to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be eligible for PayPal's Seller Protection program if they meet [PayPal's Seller Protection program](#) requirements. We will notify you about payment reviews by email and/or through your PayPal account.

In-store payments and QR code transactions

If you accept PayPal payments at your physical store, you must communicate the total amount of the transaction to the customer before it takes place. You may charge your customer's account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you make shall have an accurate and true description of the goods and services being purchased.

If you use a QR code to accept payments in your physical store, you must use a QR code intended for goods and services transactions. You must also not use QR codes intended for in-person transactions as a method of accepting payment for goods and services transactions occurring online. For any buyer claims related to QR code transactions, you may be required to provide us with alternative evidence of delivery or such additional documentation or information relating to the transaction.

Invoicing

If you use Invoicing, the [Invoicing Terms and Conditions](#) will apply.

Marketplace sellers

If you're a seller on a marketplace or through a third-party application where PayPal is offered, you must comply with any rules that apply to the marketplace's or the third-party application's buyer protection program for sales you make through that forum. Any such protections may require you to take certain actions and may impact how claims are processed.

PayPal Giving Fund

If you are a charity and hold a PayPal account, you may be eligible to participate in PayPal Giving Fund programs. PayPal Giving Fund is a Donor Advised Fund (DAF) recognized by the Internal Revenue Service (IRS) under Section 501(c)(3) of the Code as a tax-exempt public charity (Federal Tax ID: 45-0931286). If you meet the eligibility requirements in the [Nonprofit Certification Policy](#) and are either a "Public Charity" under Section 509(a) of the Code or a "Private Operating Foundation" under IRS regulations, you may be automatically enrolled with PayPal Giving Fund upon acceptance of this user agreement. You will receive an email from us confirming your enrollment. Your relationship with PayPal Giving Fund will be governed by the [Nonprofit User Agreement](#), including receiving email communications from PayPal Giving Fund about its current and future partners about its programs. You can opt out of email communications at any time in your [PayPal Giving Fund profile](#). If you don't want to be enrolled or receive donations from PayPal Giving Fund, you can opt-out at any time by [contacting us](#). For more information, please see [PayPal Giving Fund's Policies](#).

Card not present transactions

Whenever a buyer uses a debit or credit card as the payment method for a transaction using their account to buy something from you as a seller, the transaction will be processed as a "card not present" transaction, even if the buyer is at your store location.

Accepting preauthorized payments

As a seller, you can accept payments from a buyer's account through preauthorized transfers either on a one-time, regular or sporadic basis. This type of transaction is sometimes called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-approved payment" or "automatic payment".

If you receive preauthorized payments from buyers:

You must:

You must not:

Get each buyer's prior authorization for the amount, frequency, and duration of any such payment.

Restart future payments without the buyer's written authorization, if a buyer has stopped or canceled a preauthorized payment.

Provide a simple and easily accessible online cancelation procedure, if buyers sign up for preauthorized payments online.

Provide buyers the ability to stop any such payment up to 3 [Business Days](#) before the date scheduled for payment.

Notify the buyer at least 10 days in advance of the amount and date of each preauthorized payment if the preauthorized payment will vary from the preauthorized amount or (at the buyer's option) any payment that is in an amount that falls outside of the pre-determined range. Transaction Fees for Online and In-Store Payments.

Your PayPal transaction fees depend on:

- the country of the buyer's account or the currency of their card;
- whether you are registered as a charitable organization and have active 501(c)(3) status. Your 501(c)(3) status must be documented with PayPal to receive the rates applicable to charitable organizations, and those rates will apply only after

you document your status with us.

Standard transaction fees

The fees you pay when selling goods or services or receiving donations, and the buyer pays using their PayPal account (or using another authorized wallet), can be found on the [Standard Transaction Fees table](#), with the fees applicable to charitable organizations found on the [Standard Transaction Fees for Charitable](#)

Organizations table for the charitable fees. Please note that:

- We may revise the fees applicable to future transactions that you process using PayPal, subject to the applicable notice requirements set forth herein.
- If you accept payments using a PayPal product (like [PayPal Payments Pro](#)), the fees applicable to those products will apply to your transactions.

Micropayments

You may apply to receive [Micropayments pricing](#) for certain lower value transactions processed through your PayPal account.

- If your PayPal account has been approved for Dynamic Micropayments (also known as Dynamic Pricing), then PayPal will automatically apply either the [Micropayments rate](#) or the [applicable higher value transaction rate](#) to each transaction processed through your account based on whichever rate results in the lowest fees to you for that transaction.
- If your PayPal account has previously been approved for Static Micropayments, then all such transactions processed through your account will receive the [Micropayments rate](#), regardless of the transaction amount. If you have multiple PayPal accounts, but only some of them have been approved for Static Micropayments, then you are responsible for routing your transactions through the appropriate account to receive the desired pricing. Once a transaction is processed, PayPal will have no responsibility to re-route the transaction through a different account or apply different pricing. PayPal may, at its sole discretion, unilaterally convert your account from a Static Micropayments setup to the Dynamic Micropayments setup. PayPal has no obligation to offer the Static Micropayments setup as an alternative to the Dynamic Micropayments setup.

Not all payment types are eligible for Micropayments pricing.

PayPal Payouts

If you use PayPal Payouts (formerly Mass Pay), the [PayPal Payouts Terms and Conditions](#) will apply.

Your responsibility to notify PayPal of pricing or fee errors

Once you have access to any account statement(s) or other account activity information made available to you by PayPal with respect to your business account(s), you will have sixty (60) days to notify PayPal in writing of any errors or discrepancies with respect to the pricing or other fees applied by PayPal. If you do not notify PayPal within such timeframe, you accept such information as accurate, and PayPal shall have no obligation to make any corrections, unless otherwise required by applicable law. For the purposes of this provision, such pricing or fee errors or discrepancies are different than [Unauthorized Transactions](#) and other electronic transfer [Errors](#) which are each subject to different notification timeframes as set forth in this user agreement.

Refunds, Reversals and Chargebacks

General information

If you receive a payment for selling goods or services that is later refunded or invalidated for any reason, you are responsible for the full amount of the payment sent to you plus any fees (including any applicable [chargeback fee](#) or [Dispute fee](#)).

Whenever a transaction is refunded or otherwise reversed, PayPal will refund or reverse the transaction from your PayPal account. If a currency conversion is necessary (for example if the balance in your Balance Account or your business account for a particular currency is insufficient to cover the amount of a refund or reversal, or if the buyer paid in a different currency), PayPal will perform a currency conversion in order to refund or reverse the transaction. PayPal's transaction exchange rate (including our [currency conversion spread](#)) at the time the refund or reversal is processed will be used.

If you refund a transaction, we'll retain the fees you paid as set out on our [Fees page](#).

Payments that are invalidated and reversed

Payments to you may be invalidated and reversed by PayPal if:

- You lose a PayPal Purchase Protection claim submitted to us by a buyer.

You fail to respond or provide accurate and complete information in response to PayPal's inquiries related to a buyer's claims or chargebacks for a particular transaction within the timeframe communicated to you by PayPal.
You lose a Venmo Protected Purchase Program claim.

Your buyer pursues a chargeback related to a card-funded transaction and the transaction is not eligible for [PayPal's Seller Protection](#) program. The card issuer, not PayPal, determines whether a buyer is successful when they pursue a chargeback related to a card-funded transaction.

You do not fulfill the transaction as promised or you cannot provide [proof of shipment or proof of delivery](#) when required.

Our investigation of a bank reversal made by a buyer or the buyer's bank finds that the transaction was fraudulent. PayPal sent the payment to you in error.

The payment was unauthorized.

- You received the payment for activities that violated this user agreement or any other agreement between you and PayPal.

When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any fees if the payment is later invalidated or reversed for any reason. If the buyer paid in another currency, the full amount of that payment may be calculated in that currency, using the PayPal transaction exchange rate (including our [currency conversion spread](#)) that applies at the time the refund or reversal is processed. If the balance in your Balance Account or business account doesn't cover the payment amount due plus the fees, we may use any of the payment methods linked to your PayPal account to cover the amount due. If the payment methods linked to your PayPal account don't cover the amount due, this will result in a negative balance. A negative balance represents an amount that you owe to us, and, in this situation, you must immediately add funds to your balance to resolve it. If you don't, PayPal may:

- engage in collection efforts to recover the amount due from you;

- ♦ take any or all action as outlined under **Amounts owed to PayPal**; or
- ♦
- ♦ place a limitation or take other action on your PayPal account as outlined under **Restricted Activities and Holds**.

Dispute fees

PayPal will charge a **Dispute fee** to sellers for facilitating the online dispute resolution process for transactions that are processed either through a buyer's PayPal account or through a PayPal Guest Checkout. The **Dispute fee** applies when the buyer pursues a claim directly with PayPal, a chargeback with their card issuer, or a reversal with their bank. The **Dispute fee** will be charged at either the **Standard Dispute fee** rate or the **High Volume Dispute fee** rate. The **Dispute fee** will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Dispute fee** table, then the fee charged will be in your primary holding currency. The **Dispute fee** will be deducted from your PayPal account after the claim is decided.

The **Dispute fee** amount will be determined when the dispute case is created. The fee is based on the ratio of all Item Not Received and Significantly Not as Described claims you receive compared to the total amount of your sales for the previous three calendar months. Your total claims include all Item Not Received and Significantly Not as Described claims that are filed either directly with and escalated to PayPal or with the buyer's card issuer or bank. Your total claims do not include claims for Unauthorized Transactions. For example, for the month of September, your dispute ratio will be calculated by considering your total claims to sales ratio over June, July, and August. The claims ratio for September will determine the dispute fee for all claims filed in October. Your total claims include all claims filed directly with and escalated to PayPal, except claims for **Unauthorized Transactions**; and all chargebacks from the buyer's card issuer or reversals from the buyer's bank.

If your dispute ratio is 1.5% or more and you had more than 100 sales transactions in the previous three full calendar months, you will be charged the **High Volume Dispute fee** for each dispute. Otherwise, you will be charged the **Standard Dispute fee** for each dispute.

You will **not** be charged a **Standard Dispute fee** for disputes that are:

- ♦ Inquiries in PayPal's **Resolution Center** that are not escalated to a claim with PayPal.
- ♦ Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- ♦ Filed by the buyer directly with PayPal as an **Unauthorized Transaction**.
- ♦ Deemed by PayPal in its sole discretion to have met all the requirements under **PayPal's Seller Protection program**. Claims with a transaction value that is less than twice the amount of a Standard Dispute fee.
- ♦ Decided in your favor by PayPal or your issuer.

You will **not** be charged a **High Volume Dispute fee** for disputes that are:

- ♦ Inquiries in PayPal's **Resolution Center** and not escalated to a claim with PayPal.
- ♦ Resolved directly between you and the buyer and not escalated to a claim with PayPal.
- ♦ Filed by the buyer directly with PayPal as an **Unauthorized Transaction**.

Sellers charged **High Volume Dispute fees** may be required to provide a remediation plan which includes an explanation of the cause of the increased dispute rate, the actions taken to reduce disputes, and the timelines for those actions.

Disputes listed above may be excluded from being charged a **Standard Dispute fee** or a **High Volume Dispute fee**, but the claim itself may still be included in the overall calculation of your dispute ratio.

If you engage in a **Restricted Activity**, PayPal may charge the **High Volume Dispute fees** for all current and future disputes, irrespective of your dispute ratio or sales volumes, given PayPal's increased involvement as a result of such Restricted Activity.

Chargeback fees

For transactions that are not processed either through a buyer's PayPal account or through a PayPal Guest Checkout, and where the buyer pursues a chargeback for the transaction with their card issuer, then PayPal will charge you a **Chargeback fee** for facilitating the chargeback process. This fee will apply regardless of whether the buyer is successful in pursuing the chargeback with the card issuer.

The applicable chargeback fee will be deducted from your PayPal account. The chargeback fee is applied as specified in the **Chargeback Fee table** and will be charged in the currency which you selected for the original transaction listing. If the transaction was in a currency not listed in the **Chargeback fee** table, the fee charged will be in your primary holding currency.

Impact of various purchase protection processes on sellers

You should read and understand PayPal's Purchase Protection program, Venmo's Protected Purchase Program, and if you sell goods and services to buyers with PayPal accounts in countries other than your own, you also should be familiar with the purchase protection available to buyers in each of those countries. Buyers' rights under these programs may impact you as a seller. You can find information about PayPal's protection programs on the **Legal Agreements** page by selecting your buyer's location at the top of the page and referring to the corresponding user agreement. You can find information on Venmo's Protected Purchase Program in **Venmo's user agreement**.

If you lose a claim under **PayPal's Purchase Protection** program in any country, or under Venmo's Protected Purchase Program:

- ♦ You must forfeit the full purchase price of the item plus the original shipping cost. This applies when you are

the primary seller or a secondary seller of goods or services. For example, event ticketing agents or online travel agents will forfeit the full purchase amount paid by the buyer. In some cases, you may not receive the item back.

The Purchase Protection claim will only be considered fully resolved if:

- ♦ the refund to a buyer is processed through PayPal or Venmo, as applicable, or
 - ♦ you provide evidence acceptable to PayPal, in its sole discretion, that the buyer agreed to the alternative resolution provided.
- ♦ You will not receive a refund of the PayPal fees that you paid in connection with the sale.
 - ♦ If the claim was that the item received was Significantly Not as Described, you may not receive the item back, or you may be required to accept the item back and pay for the return shipping costs.
 - ♦ If the claim was that the item received was Significantly Not as Described and related to an item you sold that is counterfeit, you will be required to provide a full refund to the buyer and you may not receive the item back.

PayPal's Seller Protection Program

What's eligible

If you sell a good or service to a buyer, you may be eligible for PayPal's Seller Protection program. When it applies, PayPal's Seller Protection program may result in you retaining the full purchase amount. PayPal determines whether your claim is eligible for PayPal's Seller Protection program.

The program terms and conditions are set out in [PayPal's Seller Protection program](#) page and form part of this user agreement.

PayPal Advertising Program

The PayPal Advertising Program enables qualifying merchants with eligible business accounts to promote PayPal services, including PayPal's Credit Products, through PayPal-hosted banners and buttons on merchants' websites or in other channels if and as approved by PayPal. PayPal may change the content provided through this program at any time for any reason, and PayPal may choose to discontinue the PayPal Advertising Program at any time.

Keep all PayPal content current and up to date, including by cooperating with PayPal to manually update the PayPal content as it appears on your sites, other channels, or in your communications and repair or reinstall the code to facilitate future updates. Display any non-current PayPal content.

Comply with applicable advertising laws, regulations and standards issued by governmental authorities or advertising self-regulatory bodies including but not limited to the digital advertising standards issued by the Network Advertising Initiative.

If you promote the use of PayPal's Credit Products on your sites, other approved channels, and/or consumer communications through the PayPal Advertising Program, there are additional requirements that [apply](#).

If you receive consumer inquiries relating to a Credit Product including but not limited to PayPal Credit, PayPal Cashback Mastercard, or the PayPal World Cashback Mastercard, then you must direct the consumer to the Customer Support channel associated with the Credit Product. If you receive consumer inquiries relating to PayPal or another Credit Product other than those listed above, then you must direct the consumer to [PayPal Customer Support](#).

You are responsible for any damages suffered by PayPal or any third parties resulting from your failure to follow the rules of the PayPal Advertising Program, and if you violate these rules, PayPal may modify or remove the PayPal content you are presenting or require you to remove or modify it immediately. If you fail to follow these rules, we may limit or close your PayPal account.

Restricted Activities, Holds, and Other Actions We May Take Restricted Activities

In connection with your use of our websites, your PayPal account, the PayPal services, or in the course of your interactions with PayPal, other PayPal customers, or third parties, you must not:

- ♦ Breach this user agreement, the PayPal [Acceptable Use Policy](#), the [Commercial Entity Agreements](#) (if they apply to you), the [PayPal Balance Terms and Conditions](#) (if it applies to you), or any [other agreement](#) between you and PayPal;
- ♦ Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- ♦ Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- ♦ Sell counterfeit goods;
- ♦ Act in a manner that is defamatory, trade libelous, threatening or harassing;
- ♦ Provide false, inaccurate or misleading information;
- ♦ Send or receive what we reasonably believe to be potentially fraudulent funds;
- ♦ Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- ♦ Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal and the seller, bank or card issuer for the same transaction;
- ♦ Control an account that is linked to another account that has engaged in any of these restricted activities;

- ◆ Conduct your business or use the PayPal services in a manner that results in or may result in;
 - ◆ complaints;
 - ◆ requests by buyers (either filed with us or card issuers) to invalidate payments made to you;
 - ◆ fees, fines, penalties or other liability or losses to PayPal, other PayPal customers, third parties or you;
- ◆ Use your PayPal account or the PayPal services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- ◆ Allow your PayPal account to have a negative balance;
- ◆ Provide yourself a cash advance from your credit card (or help others to do so);
- ◆ Access the PayPal services from a country that is not included on PayPal's [permitted countries list](#);
- ◆ Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or the PayPal services;
- ◆ Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or PayPal services;
- ◆ Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- ◆ Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services or other users' use of any of the PayPal services;
- ◆ Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- ◆ Use the PayPal services to test credit card behaviors;
- ◆ Circumvent any PayPal policy or determinations about your PayPal account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal account(s) when an account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal accounts using information that is not your own (e.g., name, address, email address, etc.); or using someone else's PayPal account;
- ◆ Harass and/or threaten our employees, agents, or other users; or
- ◆ Abuse our online dispute resolution process and/or PayPal's Purchase Protection program and/or PayPal's Seller Protection program.

Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any of these activities, we may take a number of actions to protect PayPal, its customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- ◆ Terminating this user agreement, limiting your PayPal account (and any linked Balance Account), and/or closing or suspending your PayPal account (and any linked Balance Account), immediately and without penalty to us. Refusing to provide the PayPal services to you in the future.
- ◆ Limiting your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, your PayPal account or any of the PayPal services, including limiting your ability to pay or send money with any of the payment methods linked to your PayPal account, restricting your ability to send money or make withdrawals.
- ◆ Holding the balance in your Balance Account, the balance in your business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account, for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our [Acceptable Use Policy](#). The hold may remain in place longer than 180 days according to [Court Orders, Regulatory Requirements, or Other Legal Processes](#).
- ◆ Suspending your eligibility for PayPal's Purchase Protection program and/or PayPal's Seller Protection program.
 - ◆ If your eligibility is suspended, amounts you retained under PayPal's Seller Protection program in the 30 calendar days prior to your suspension may be recovered as [amounts owed to PayPal](#). These amounts constitute actual damages suffered by PayPal as a result of your actions (i.e., payments that you retained at PayPal's expense that you were not otherwise entitled to), and we may debit your PayPal account accordingly.
- ◆ Charging the [High Volume Dispute fees](#) for all current and future disputes irrespective of your dispute ratio or sales volumes, given PayPal's increased involvement as a result of such Restricted Activity.
- ◆ Contacting buyers who have purchased goods or services from you using PayPal, your bank or credit card issuer, other impacted third parties, or law enforcement about your actions.
- ◆ Updating inaccurate information you provided us.

- Taking legal action against you.

If we close your PayPal account or terminate your use of the PayPal services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in the balance of your Balance Account linked to your personal account or in the balance of your business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account, available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal, any PayPal customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the PayPal services.

Holds, Limitations, and Reserves

What are holds, limitations, and reserves

Under certain circumstances, in order to protect PayPal and the security and integrity of the network of buyers and sellers that use the PayPal services, PayPal may take account-level or transaction-level actions. Unless otherwise noted, if we take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation, hold or reserve, you should visit the [Resolution Center](#) or follow the instructions in our email notice with respect to the limitation, hold or reserve. Account holds or limitations may impact your ability to move funds to or from your PayPal Savings account.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. You agree that we have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate PayPal's actions described above and allow us to assess the level of risk associated with your PayPal account, you agree to cooperate with PayPal's reasonable requests for financial statements and other documentation or information in a timely fashion.

Holds

A hold is an action that PayPal may take under certain circumstances either at the transaction level or the account level. When PayPal places a temporary hold on a payment, the money is not available to either the sender or the recipient. PayPal reviews many factors before placing a hold on a payment, including: account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where PayPal will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

Holds based on PayPal's risk decisions

We may place a hold on payments sent to your PayPal account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your PayPal account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your PayPal account with an indication that they are unavailable or pending. We'll notify you, either through your PayPal account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 21 days from the date the payment was received into your PayPal account. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than 21 days if the payment is challenged as a payment that should be invalidated and reversed based on a disputed transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your PayPal account until the matter is resolved (but no longer than 180 days).

Holds related to Marketplace transactions

If you're a seller on a marketplace or through a third-party application where PayPal is offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third party. These holds will appear in your PayPal account. If you have questions about why the applicable marketplace or third party instructed PayPal to put these holds in place, you will need to contact the marketplace or third party directly.

Holds based on disputed transactions

If a payment sent to you as a seller is challenged as a payment that should be invalidated and reversed, we may place a temporary hold on the funds in your PayPal account to cover the amount that could be reversed. Any of the situations described under [Refunds, Reversals and Chargebacks](#) are situations that could result in us placing a hold on a payment. If we determine the transaction should not be reversed, we'll lift the temporary hold. If we determine the transaction should be reversed, we'll remove the funds from your PayPal account.

Account Limitations

Limitations are implemented to help protect PayPal, buyers and sellers when we notice [restricted activities](#), an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your PayPal account open.

There are several reasons why your PayPal account could be limited, including:

- ◆ If we suspect someone could be using your PayPal account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if
- ◆ your bank lets us know that there have been unauthorized transfers between your PayPal account and your bank account.
In order to comply with applicable law.
- ◆
- ◆ If we believe in our sole discretion that you have breached this agreement or violated the [Acceptable Use Policy](#).
- Seller performance indicating your PayPal account is high risk. Examples include: indications of poor selling performance because you've received an unusually high number of claims and chargebacks, selling an entirely new or high-cost product type, or if your typical sales volume increases rapidly.

Unless a permanent limitation is placed on your account, you will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

Reserves placed on business accounts

We may place a reserve on your business account at any time if we believe there may be a high level of risk associated with you, your business account, your business model, or your transactions. When we place a reserve on your business account, it means that all or some portion of the money in your business account is reserved as unavailable for withdrawal in order to protect against the risk of transactions made by you being reversed or invalidated or any other risk related to your business account or use of the PayPal services. We make decisions about whether to place a reserve based on a number of factors, including information available to us from both internal sources and from third parties.

PayPal considers a list of non-exclusive factors and whether and how these factors have changed over time, including:

- How long you have been in business.
- ◆ Whether your industry has a higher likelihood of chargebacks.
- ◆ Your payment processing history with PayPal and other providers.
- ◆ Your business and/or personal credit history.
- ◆ Your delivery time frames.
- Whether you have higher than average number of returns, chargebacks, claims or disputes.

There are two categories of reserves that may be placed on your business account, and one or both may be applied at the same time:

- **A Rolling reserve** is a reserve where a percentage of each transaction you receive each day is held and then released later on a scheduled basis. For example, your reserve could be set at 10% and held for a 90-day rolling period – meaning 10% of the money you receive on day 1 is held and then released on day 91, 10% of the money you receive on day 2 is held until day 92, etc. Rolling reserves are the most common type of reserve.
- **A Minimum reserve** is a specific minimum amount of money that you're required to keep available in the balance of your business account at all times. The minimum reserve is either taken as an upfront amount deposited all at once (also known as an Upfront reserve) or is established on a rolling basis from percentages of sales until the minimum reserve is achieved, much like a rolling reserve.

If we place a reserve on funds in your account, the funds will be shown as "pending" and we'll notify you of the terms of the reserve.

If we change the terms of the reserve due to a change in our risk assessment, we'll notify you of the new terms.

Court Orders, Regulatory Requirements, or Other Legal Processes

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your PayPal account, placing a reserve or limitation on your PayPal account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayPal account. When we implement a hold, reserve or limitation as a result of a court order,

applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place longer than 180 days.

Liability for Unauthorized Transactions and Other Errors Protection from Unauthorized Transactions

To protect yourself from unauthorized activity in your PayPal account, you should regularly log into your PayPal account and review your PayPal account statement. PayPal will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

PayPal will protect you from unauthorized activity in your PayPal account. When this protection applies, PayPal will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described below.

What is an Unauthorized Transaction

An "Unauthorized Transaction" occurs when money is sent from your PayPal account that you did not authorize and that did not benefit you. For example, if someone steals or fraudulently obtains your password, uses the password to access your PayPal account, and sends a payment from your PayPal account, an Unauthorized Transaction has occurred.

What is not considered an Unauthorized Transaction

The following are NOT considered Unauthorized Transactions:

- If you grant authority to someone to use your PayPal account (by giving them your login information) and they exceed the authority you gave them. You are responsible for transactions made in this situation unless you have previously notified PayPal that you no longer authorize transfers by that individual.
- Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).

Reporting an Unauthorized Transaction

If you believe your PayPal login information has been lost or stolen, please [contact PayPal customer service](#) immediately or call: (888) 221-1161 or write: PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using your login information or by other means. You could lose all the money in your PayPal account.

Also, if your PayPal account statement shows transfers that you did not make, including those made with your PayPal login information or by other means, tell us at once. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Error Resolution

What is an Error

An "Error" means the following:

- When money is either incorrectly taken from your PayPal account or incorrectly placed into your PayPal account, or when a transaction is incorrectly recorded in your PayPal account.
You send a payment and the incorrect amount is debited from your PayPal account.
- An incorrect amount is credited to your PayPal account.
- A transaction is missing from or not properly identified in your PayPal account statement.
- We make a computational or mathematical error related to your PayPal account.
- You request receipt or periodic statement documents that PayPal is required to provide to you.
- You request information concerning preauthorized (recurring) transfers to your PayPal account that PayPal is required to provide to you.
You request additional information or clarification concerning a transfer to or from your PayPal account, including a request you make to determine whether an error has occurred.
- You inquire about the status of a pending transfer to or from your PayPal account.
- You request documentation or other information, unless the request is for a duplicate copy for tax or other record-keeping purposes.

What is not considered an Error

The following are NOT considered Errors:

- If you give someone access to your PayPal account (by giving them your login information) and they use your PayPal account without your knowledge or permission. You are responsible for transactions made in this situation.
Invalidation and reversal of a payment as a result of the actions described under [Refunds, Reversals and Chargebacks](#).
- Routine inquiries about the balance in your Balance Account or business account, or any money waiting to be claimed through your personal account if you do not have a Balance Account linked to your personal account.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of Errors or questions about your electronic transfers

Telephone us at (888) 221-1161, contact us through the PayPal [Resolution Center](#); or write us at PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- ◆ Tell us your name and account number (if any).
- ◆ Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10

Business Days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your PayPal account within 10 **Business Days** for the amount you think is in error, so that you will 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 it within 10 **Business Days**, we may not credit your PayPal account.

For errors involving new PayPal accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new PayPal accounts, we may take up to 20 **Business Days** to credit your PayPal account for the amount you think is in error.

We will tell you the results within 3 **Business Days** after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Processing Errors

We will rectify any processing error that we discover. If the error results in:

- ◆ You receiving less than the correct amount to which you were entitled, then we will credit your PayPal account for the difference between what you should have received and what you actually received.
- ◆ You receiving more than the correct amount to which you were entitled, then we will debit your PayPal account for the difference between what you actually received and what you should have received.
- ◆ Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
 - through no fault of ours, you did not have enough available funds to complete the transaction;
 - our system was not working properly and you knew about the breakdown when you started the transaction; or
- ◆ the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- ◆ Delays that result from PayPal applying **holds, limitations or reserves**.
- ◆ Delays based on a **payment review**.
- ◆ Delays described under **How to buy something** related to the time it may take for a purchase transaction to be completed in some situations.
- ◆ Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

Remittance Transfer Errors

What is a Remittance Transfer

You may be protected for certain errors when you send money outside of the U.S. using a PayPal account. A

“Remittance Transfer” is a transaction that meets the following criteria:

- ◆ The payment is sent from a personal account that is used primarily for personal, family or household purposes,
- ◆ The payment is made for personal, family or household purposes,
- ◆ The payment is made using the Send Money feature through your PayPal account,
- ◆ The payment amount equals or exceeds \$15 U.S. dollars (excluding fees charged to you) or the foreign currency equivalent calculated using exchange rates in effect at the time of the transaction, and
- ◆ The recipient received the payment in a PayPal account outside of the U.S.

Payments that you make at a merchant website or location by selecting PayPal as a payment option are not “Remittance Transfers.”

What qualifies as a Remittance Transfer Error

A “**Remittance Transfer Error**” occurs if:

- ◆ You paid an incorrect amount to send the Remittance Transfer. For example, you were charged more than the total shown on the remittance transfer receipt you received (unless the total shown on the receipt was an estimate, and the difference results from application of the actual exchange rate, fees, and Taxes).
PayPal made a computational or bookkeeping error, such as a miscalculation of the amount the recipient received.
- ◆ The amount stated in the remittance transfer receipt was not made available to the recipient, unless:
- ◆ we stated in the remittance transfer receipt that we used estimates and the difference in the amount received and the amount stated in the remittance transfer receipt results from application of the actual exchange rate, fees, and

Taxes, or

- ♦ the problem was caused by extraordinary circumstances outside our control.
- ♦ Funds were available to the recipient later than the date of availability that was disclosed to you on the remittance transfer receipt or were not delivered, unless:
 - ♦ extraordinary circumstances outside our control caused the delay, and we could not reasonably anticipate those circumstances,
 - ♦ delays resulted from fraud screenings, or were caused by requirements of the Office of Foreign Assets Controls or similar requirements, or you (or someone assisting you) made the transfer with fraudulent intent.
 - ♦ You request documentation or information concerning the Remittance Transfer, such as information required to determine if a Remittance Transfer Error occurred.

What is not considered a Remittance Transfer Error

The following are NOT considered Remittance Transfer Errors:

- ♦ An inquiry about the status of a Remittance Transfer, except where the funds from the transfer were not made available to a designated recipient by the disclosed date of availability,
 - A request for information for tax or other recordkeeping purposes,
- ♦ A change requested by the designated recipient, or
- ♦ A change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure provided you, if we relied on information provided by you in making the disclosure.

What to do if you think there has been a Remittance Transfer Error or problem If you think there has been a Remittance Transfer Error or problem with your Remittance Transfer: ♦ Call us at: (888) 221-1161.

- ♦ Write us at: PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

- ♦ Log in to your PayPal account at [paypal.com](https://www.paypal.com) and go to the [Resolution Center](#) and dispute a transaction.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- ♦ Your name, address and telephone number,
- ♦ The error or problem with the transfer, and why you believe it is an error or problem,
- ♦ The name of the person receiving the funds, and if you know it, his or her telephone number or address,
- ♦ The dollar amount of the transfer, and
- ♦ The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within 3 **Business Days** after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Other Legal Terms

Communications Between You and Us

If you provide us your mobile phone number, you agree that PayPal and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your PayPal branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or

prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by PayPal. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by updating your preferences in your PayPal account settings at www.paypal.com, by contacting [customer support](#), by calling us at 1-844-629-9108, or by replying STOP to a message. The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages.

PayPal may communicate with you about your PayPal account and the PayPal services electronically as described in our [Electronic Communications Delivery Policy](#). You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 **Business Days** after we send it.

Unless you're communicating with us about a matter where we've specified another notice address (for example, our [Liability for Unauthorized Transactions and Other Errors](#) process), written notices to PayPal must be sent by postal mail to: PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131.

You understand and agree that, to the extent permitted by law, PayPal may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your

communications with PayPal may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by PayPal, and PayPal does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

PayPal's Rights

PayPal suspension and termination rights

PayPal, in its sole discretion, reserves the right to suspend or terminate this user agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or some or all of the PayPal services for any reason and at any time upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted funds held in your PayPal account.

Security interest

As security for the performance of your obligations under this user agreement, you grant to PayPal a lien on, and security interest in and to, funds held in your PayPal account.

Amounts owed to PayPal

If the balance in your PayPal account becomes negative for any reason, that negative balance represents an amount that you owe to PayPal. PayPal may deduct these amounts from funds that are added to your PayPal account later, either by you or from payments you receive. If you have more than one PayPal account, we may set off a negative balance in one PayPal account against a balance in your other PayPal account(s), including a Balance Account. If you continue using your PayPal account when it has a negative balance, you authorize PayPal to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you hold funds in a PayPal account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, PayPal may set off the negative balance by using funds you maintain in a different currency. If you have a negative balance in non-U.S. dollars for a period of 21 days or longer, PayPal will convert this negative balance to U.S. dollars. In either case, a **currency conversion** will be necessary, and PayPal's transaction exchange rate (including our **currency conversion spread**) will be used.

In addition to the above, if you have a past due amount owed to us or our affiliates, PayPal may debit your PayPal account to pay any amounts that are past due. This includes amounts owed by using our various products such as Venmo, Xoom or Braintree.

Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this user agreement.

Assumption of rights

If PayPal invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

No waiver

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

Indemnification and Limitation of Liability

In this section, we use the term "PayPal" to refer to PayPal, Inc., our parent PayPal Holdings, Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Indemnification

You must indemnify PayPal for actions related to your PayPal account and your use of the PayPal services. You agree to defend, indemnify and hold PayPal harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the PayPal services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your PayPal account or access our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services on your behalf.

Limitation of liability

PayPal's liability is limited with respect to your PayPal account and your use of the PayPal services. In no event shall PayPal be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, any of the PayPal services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayPal is not liable, and you agree not to hold PayPal responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our

behalf and any of the PayPal services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software or any of the PayPal services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your PayPal account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or PayPal's policies.

Disclaimer of Warranty and Release

No warranty

The PayPal services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. PayPal specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

PayPal does not have any control over the products or services provided by sellers who accept PayPal as a payment method, and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

Release of PayPal

If you have a dispute with any other PayPal account holder, you release PayPal from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Agreement to Arbitrate

You and PayPal agree that any claim or dispute at law or equity that has arisen or may arise between you and us will be resolved in accordance with the Agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

- Affects your and our rights and will impact how claims between you and us are resolved, including your and our agreement to waive the right to trial by jury.
- Includes a **Prohibition of Class and Representative Actions and Non-Individualized Relief** pursuant to which you agree to waive your right to participate in a class action lawsuit against us.
- Requires you to follow the **Opt-Out Procedure** to opt-out of the Agreement to Arbitrate by mailing us a written notice that must be postmarked no later than 30 days after the date you accept this user agreement for the first time.

If a dispute arises between you and PayPal, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the PayPal services may be reported to customer service online through the **PayPal Help Center** at any time, or by calling (888) 221- 1161 from Mon-Fri 5:00 AM to 10:00 PM PT and Sat-Sun 6:00 AM to 8:00 PM PT.

Agreement to Arbitrate

Our Agreement

You and PayPal each agree that any and all disputes or claims that have arisen or may arise between you and PayPal, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration or in small claims court. You or PayPal may assert claims in small claims court instead of in arbitration if the claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Notices of Disputes

Before bringing any dispute or claim, you or PayPal must first send the other party, by certified mail, a completed **Notice of Dispute**. You should send this notice to PayPal at: PayPal, Inc., Attn: Legal Specialists, Re: Notice of Dispute, P.O. Box 45950, Omaha, NE 68145-0950. PayPal will send any notice to you to the address we have on file associated with your PayPal account; it is your responsibility to keep your address up to date. To be valid, the Notice of Dispute must contain all information called for in the Notice of Dispute form, including but not limited to: your or PayPal's signature, the email address and phone number associated with the customer's PayPal account, a description of the nature and basis of the claims that are being asserted, a statement of the specific relief sought, and any relevant documents and supporting information reasonably available to the claiming party.

If you and PayPal are unable to resolve the claims described in the notice within 45 days after the notice is received by you or PayPal, you or PayPal may commence an arbitration proceeding or suit in small claims court. A form for initiating arbitration proceedings is available on the American Arbitration Association's website at www.adr.org. The Notice of Dispute requirements are essential in order to give the parties a meaningful chance to resolve disputes informally.

Prohibition of Class and Representative Actions and Non-Individualized Relief

You and PayPal agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and PayPal agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other PayPal customers.

Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that a court of competent jurisdiction shall decide issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate and issues that this Agreement to Arbitrate indicates that a court can resolve.

Any arbitration will be administered by the American Arbitration Association (referred to as the "AAA"). For all claims in which the value of the relief sought is \$10,000 U.S. dollars or less, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply without exception. For all other claims, the AAA's rules, including, as applicable, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply. The AAA's rules are available at www.adr.org. In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or by the court.

If you are a new PayPal customer, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time. You must mail the opt-out notice to PayPal, Inc., Attn: Litigation Department, 2211 North First Street, San Jose, CA 95131.

For your convenience, we are providing an [opt-out notice](#) form you must complete and mail to opt out of this Agreement to Arbitrate. You must complete this form by providing all the information it calls for, including your name, address, phone number, and the email address(es) used to log in to the PayPal account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of this Agreement to Arbitrate, all other parts of the user agreement will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us

Intellectual Property

PayPal's trademarks

"PayPal.com," "PayPal," and all logos related to the PayPal services are either trademarks or registered trademarks of PayPal or PayPal's licensors. You may not copy, imitate, modify or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by PayPal for the purpose of directing web traffic to the PayPal services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes PayPal or the PayPal services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal websites, any content thereon, the PayPal services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

License grants, generally

If you are using PayPal software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then PayPal grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use PayPal's software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software.

You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the PayPal services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third-party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third-party materials and technology to facilitate providing you with the PayPal Services, you have not been granted and do not otherwise retain any rights in or to any such third-party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third-party materials or technology, or otherwise create any derivative works from any of the software or third-party materials or technology. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal and any third-party materials integrated therein are owned by PayPal's third-party service providers. Any other third-party software application you use on the PayPal websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any such third-party software application you elect to use on any of our websites, software and/or in connection with the PayPal services.

License grant from you to PayPal; intellectual property warranties

PayPal does not claim ownership of the content that you provide, upload, submit or send to PayPal. Nor does PayPal claim ownership of the content you host on third-party websites or applications that use PayPal services to provide payments services related to your content. Subject to the [next paragraph](#), when you provide content to PayPal or post content using PayPal services, you grant PayPal (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. PayPal will not compensate you for any of your content. You acknowledge that PayPal's use of your content will not infringe any intellectual property or publicity rights.

Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against PayPal.

License grant from sellers to PayPal

Notwithstanding the provisions of the [prior paragraph](#), if you are a seller using the PayPal services to accept payments for goods and services, you hereby grant PayPal and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term

of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment form, and (2) any other use to which you specifically consent.

Miscellaneous

Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without PayPal's prior written consent. PayPal may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

Business Days

"Business Day(s)" means Monday through Friday, excluding holidays when PayPal's offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, PayPal observes the holiday on the prior Friday. If the holiday falls on a Sunday, PayPal observes the holiday on the following Monday.

Consumer fraud warning

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- Phishing: a scammer sends forged or faked electronic documents or emails falsely claiming to be PayPal or coming from PayPal but asks you to send money outside your PayPal account.
- Relative in Need: a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send money.
- Lottery or Prize: a scammer informs you that you've won a lottery or prize and must send money in order to claim it.
- Debt Collection: a scammer impersonates a debt collector and induces you to send money using threats or intimidation.
- Employment Related: a scammer instructs you to send money in connection with a fraudulent offer of employment.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if you don't send the payment through your PayPal account, you're not covered by PayPal Purchase Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by [contacting us](#).

Dormant accounts

If you do not log in to your PayPal account for two or more years, PayPal may close your PayPal account and send any funds in the PayPal account, including any balance in a linked Balance Account to your primary address (if we have verified the [required identifying information](#) that you have provided to us) or, if required, escheat (send) those funds to your state of residency. PayPal will determine your state of residency based on the state listed in the primary address for your PayPal account. If your address is unknown or registered in a foreign country, the funds in your PayPal account, including any balance in a linked Balance Account will be escheated to the State of Delaware. Where required, PayPal will send you a notice prior to escheating any funds in your PayPal account, including any balance in a linked Balance Account. If you fail to respond to this notice, the funds in your PayPal account, including any balance in a linked Balance Account will be escheated to the applicable state. If you would like to claim any escheated funds from the applicable state, please contact the applicable state's unclaimed property administrator.

Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and PayPal.

Identity authentication

You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a taxpayer identification number, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third-party databases or through other sources; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that PayPal verify the [required identifying information](#) if you use certain PayPal services. PayPal reserves the right to close, suspend, or limit access to your PayPal account and/or the PayPal services in the event that, after reasonable inquiries, we are unable to obtain information about you required to verify your identity.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to PayPal or its service provider for the duration of your business relationship, solely to help PayPal identify you or your wireless device and to prevent fraud. See our [Privacy Statement](#) for how we treat your data.

PayPal is only a payment service provider

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any funds kept in your account;
- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any buyer or seller;
- Determine if you are liable for any **Taxes**, unless otherwise provided; or
- Unless otherwise expressly set out in this agreement, collect or pay any **Taxes** that may arise from your use of our services.

Assessment of your website

If you integrate or otherwise reference PayPal services on your website, PayPal may use automated technologies (e.g., website crawling) to assess your website and collect any publicly accessible or available data to ensure compliance with this agreement and to combat malicious or fraudulent activity.

In connection with such technologies, PayPal will not collect any of your customer personal data. However, there may be times we collect personal data about you that you publish on your websites. Such personal data shall be processed for the purposes described in this section and shall be subject to our [Privacy Statement](#).

Privacy

Protecting your privacy is very important to us. Please review our [Privacy Statement](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

State disclosures

In addition to reporting complaints against PayPal directly to PayPal as described above, if you are a California resident, you may report complaints to the Department of Financial Protection & Innovation by mail at Department of Financial Protection & Innovation, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website at <https://dfpi.ca.gov/file-a-complaint/>. The Department of Financial Protection & Innovation offers assistance with its complaint form by phone at 866- 275-2677. If you are a California resident, you have a right to receive communications about your PayPal account and the PayPal services by email. To make such a request, send a letter to PayPal to: PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131), include your email address, and your request for that information by email.

Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

Translation of agreement

Any translation of this user agreement is provided solely for your convenience and is not intended to modify the terms of this user agreement. In the event of a conflict between the English version of this user agreement and a version in a language other than English, the English version shall control.

Unlawful internet gambling notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your PayPal account or your relationship with PayPal. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

Your use (as a seller) of personal data; Data protection laws

To the extent that you, in your capacity as a seller and/or using a business profile, process any personal data about a PayPal customer pursuant to this agreement, you and PayPal will each be an independent data controller (and not joint controllers), meaning we will each separately determine the purposes and means of processing such personal data. We each agree to comply with the requirements of any applicable privacy and data protection laws, including any applicable regulations, directives, codes of practice, and regulatory requirements applicable to data controllers in connection with this agreement. We each also have and will follow our own independently-determined privacy statements, notices, policies, and procedures for any such personal data that we process in connection with this agreement.

In complying with the applicable data protection laws, we will each:

- implement and maintain all appropriate security measures in relation to the processing of such personal data;
- maintain a record of all processing activities carried out under this agreement; and
-

- not knowingly or intentionally do anything, or knowingly or intentionally permit anything to be done, which might lead to a breach by the other party of the applicable data protection laws.

Any personal data provided to you by PayPal in connection with the PayPal services, excluding personal data collected or obtained by you directly from the customer, will be used by you only to the limited extent that is necessary and relevant to the PayPal services and for no other purpose, including marketing purposes, unless you have obtained the prior consent of the customer. You represent, warrant, and covenant that you will provide and/or obtain all necessary disclosures and consents, as applicable, in connection with your data collection and sharing practices with PayPal. You may not disclose or distribute any customer personal data provided to you by PayPal to a third party, unless such third party is your service provider and acting on your behalf (as defined by applicable law).

PayPal's Purchase Protection Program

Last updated on April 7, 2025

When you buy something from a seller who accepts PayPal, you may be eligible for a refund under PayPal's Purchase Protection program, which terms and conditions are set forth herein and form part of the [user agreement](#). When applicable, PayPal's Purchase Protection program may result in coverage for the full purchase price of the item plus the original shipping costs you paid, if any. PayPal determines, in its sole discretion, whether your claim is eligible for the Purchase Protection program based on the eligibility requirements, any information or documentation provided during the resolution process, or any other information PayPal deems relevant and appropriate under the circumstances. PayPal's original determination is considered final, but you may be able to file an appeal of the decision with PayPal if you have new or compelling information not available at the time of the original determination or you believe there was an error in the decision-making process.

IMPORTANT: You may be required to return the item to the seller or other party we specify as part of the settlement of your claim. PayPal's Purchase Protection program does not entitle you to coverage for the return shipping costs that you may incur.

PayPal's Purchase Protection program may apply when you encounter these specific problems with a transaction:

- You didn't receive your item from a seller (referred to as an "Item Not Received" claim), or
- You received an item, but the item isn't what you ordered (referred to as a "Significantly Not as Described" claim).

If you believe that a transaction made through your PayPal account was not authorized by you, this type of claim is different from the Purchase Protection program, and is described below under [Liability for Unauthorized Transactions and Other Errors](#).

QR Code Transactions

If you buy something from a seller in person by using a PayPal goods and services QR code, your transaction may be eligible for PayPal's Purchase Protection program.

Item Not Received Claims

Your claim **will not** qualify for a refund under PayPal's Purchase Protection program for an Item Not Received claim, if:

- You collect the item in person, or arrange for it to be collected on your behalf, including if you use PayPal in a seller's physical store, except for in-person [PayPal QR code](#) goods and services transactions, or
- The seller has provided [proof of shipment](#) or [proof of delivery](#).

If the seller presents evidence that they delivered the goods to you, PayPal may find in favor of the seller for an Item Not Received claim even if you claim you did not receive the goods.

Significantly Not as Described Claims

An item may be considered Significantly Not as Described if:

- The item is materially different from the seller's description of it.
- You received a completely different item.
- The condition of the item was misrepresented. For example, the item was described as "new" but the item was used.
 - The item was advertised as authentic but is not authentic (i.e. counterfeit).
- The item is missing major parts or features and those facts were not disclosed in the description of the item when you bought it.
 - You purchased a certain number of items but didn't receive them all.
- The item was damaged during shipment.
- The item is unusable in its received state and was not disclosed as such.

An item may not be considered Significantly Not as Described if:

- The defect in the item was correctly described by the seller in its description of the item.

- ◆ The item was properly described but you didn't want it after you received it.
- ◆ The item was properly described but did not meet your expectations.
- The item has minor scratches and was described as "used."

Ineligible Items and Transactions

The following items or transactions **are not** eligible for PayPal's Purchase Protection program:

- ◆ Real estate, including residential property.
- ◆ Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft, and boats, except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards. Businesses (when you buy or invest in a business).
- ◆ Industrial machinery used in manufacturing.
- ◆ Payments that are equivalent to cash, including stored value items such as gift cards and pre-paid cards.
- ◆ Payments made in respect of gold (whether in physical form or exchange-traded form).
- ◆ Financial products or investments of any kind.
- ◆ Non-fungible tokens (NFTs).
- ◆ Gambling, gaming, and/or any other activities with an entry fee and a prize.
- ◆ Donations, including payments on crowdfunding platforms as well as payments made on crowdlending platforms. Payments to a state-run body (except for state-owned enterprises), government agencies, or third parties acting on behalf of state-run bodies or government agencies.
- ◆ Payments to any bill payment service, including **PayPal Bill Pay for Business Accounts** transactions.
- ◆ Payments that you initiate via a third-party platform using your PayPal Balance account and assigned account and routing number (PayPal's **Direct Debit** functionality).
- ◆ **Significantly Not as Described** claims for wholly or partly custom-made items.
- ◆ **Item Not Received** claims for physical, tangible items you collect in person or arrange to be collected on your behalf. This includes items bought in a seller's point of sale location, except if you paid for the transaction in person using PayPal's goods and services QR code. Anything prohibited by PayPal's **Acceptable Use Policy**.
- ◆ Payments made using PayPal Payouts (formerly Mass Pay).
- ◆ Personal Payments including payments sent using PayPal's friends and family functionality.
- ◆ Payments that you have not sent using your PayPal account.
- Items intended for resale, including single item transactions or transactions that include multiple items.

Transaction Eligibility for PayPal's Purchase Protection Program

To be eligible for PayPal Purchase Protection you must meet all of the following requirements: ● Have a PayPal account in good standing.

- ◆ Pay for the eligible item from your PayPal account.
- ◆ Attempt to contact the seller to resolve your issue directly before filing a claim through the Resolution Center. Respond to PayPal's request for documentation and other information within the time requested.
- ◆ Open a dispute in the **Resolution Center** within the **applicable timeframe** and follow our online dispute resolution process.
- Not have received a recovery or agreed to an alternative resolution related to your purchase from another source.

Online Dispute Resolution Process

If you're unable to resolve a transaction related issue directly with a seller, you must follow our online dispute resolution process through the **Resolution Center** to pursue a claim under our Purchase Protection program. You may also file a claim (Step 2 below) by calling us and speaking to an agent. The steps you must follow are described below, and if you do not follow these steps your claim may be denied:

Step 1: Open a dispute within the **applicable timeframe**. This might allow you to start a direct conversation with the seller regarding your issue with the transaction that may help resolve the dispute. If you are unable to resolve the dispute directly with the seller, proceed to Step 2. We will place a **hold** on all funds related to the transaction in the seller's PayPal account until the dispute is resolved or closed.

Step 2: Escalate the dispute to a claim for reimbursement within 20 days after opening the dispute, if you and the seller are unable to come to an agreement, or we will automatically close the dispute. You can escalate the dispute to a claim for reimbursement through the **Resolution Center**. The seller or PayPal may also escalate the dispute to a claim at this point. PayPal may ask you to wait at least 7 days from the transaction date to escalate the dispute.

Step 3: Respond to PayPal's requests for documentation or other information, after you, the seller or PayPal escalates your dispute to a claim for reimbursement. PayPal may require you to provide receipts, third-party evaluations, police reports or other documents that PayPal specifies. You must respond to these requests in a timely manner as requested in our correspondence with you.

Step 4: Comply with PayPal's shipping requests in a timely manner, if you're filing a Significantly Not as Described claim. PayPal may require you, at your expense, to ship the item back to the seller, to PayPal or to a third party (which will be specified by PayPal) and to provide proof of delivery.

Proof of delivery means:

- ◆ For transactions that total less than \$750 U.S. dollars (or the currency threshold in the table below), confirmation that can be viewed online and includes the delivery address showing at least city/state or zip code, delivery date, and the identity of the shipping company you used.

- For transactions that total \$750 U.S. dollars (or the currency threshold in the table below) or more, you must provide signature confirmation of delivery. If the transaction is in a currency not listed in the table, then signature confirmation is required when the payment exceeds the equivalent of \$750 U.S. dollars at the PayPal exchange rate that applies at the time the transaction is processed.

Step 5: **PayPal will make a final decision** (including automatically closing any dispute or claim), in its sole discretion, based on the eligibility requirements set forth above, any additional information provided during the online dispute resolution process, or any other information PayPal deems relevant and appropriate under the circumstances.

Opening Disputes: Timeframes

Claim Type	Timeframe
Item Not Received	Dispute must be opened within 180 days of the date you sent the payment to the seller.
Significantly Not as Described	Dispute must be opened (i) within 30 days of the date of delivery or fulfillment (as applicable) of an order or (ii) within 180 days of the date you sent the payment to the seller, whichever is sooner.
Unauthorized Transactions and Other Errors	Refer to the user agreement for applicable timeframes.

Dispute with PayPal or Your Card Issuer

If you used a debit or credit card as the payment method for a transaction through your PayPal account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer. Applicable card chargeback rights may be broader than those available to you under PayPal's Purchase Protection program. For example, if you dispute a transaction with your card issuer, you may be able to recover amounts you paid for unsatisfactory items even if they don't qualify for protection under a Significantly Not as Described claim with us.

You must choose whether to pursue a dispute with PayPal under our Purchase Protection program, or to pursue the dispute with your card issuer. You can't do both at the same time or seek a double recovery. If you pursue a dispute/claim with us and you also pursue a dispute for the same transaction with your card issuer, we'll close your dispute/claim with us. This won't affect the dispute process with your card issuer. In addition, if you pursue a dispute with your card issuer, you cannot pursue a dispute/claim with us later.

If you choose to dispute a transaction with PayPal and we decide against you, you can seek to pursue the dispute with your card issuer later. If PayPal does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer).

Before contacting your card issuer or filing a dispute with PayPal, you should contact the seller to attempt to resolve your issue in accordance with the seller's return policy.

Last updated on November 18, 2024

What's Eligible

If you sell a good or service to a buyer, you may be eligible for PayPal's Seller Protection program, which terms and conditions are set forth herein and form part of the **user agreement**. When it applies, PayPal's Seller Protection program may result in you retaining the full purchase amount. PayPal determines, in its sole discretion, whether your claim is eligible for PayPal's Seller Protection program based on the eligibility requirements, any information or documentation provided during the resolution process, or any other information PayPal deems relevant and appropriate under the circumstances. There is no limit on the number of payments eligible for PayPal's Seller Protection program. By accessing the Transaction Details page in your PayPal account you can see transactions that may be eligible for protection under this program.

PayPal's Seller Protection program may apply when buyer(s) claim that:

- They did not authorize, or benefit from, funds sent from their PayPal account (referred to as an "**Unauthorized Transaction**" claim), and the Unauthorized Transaction(s) occur in an environment hosted by PayPal; or
- They didn't receive the item from you (referred to as an "**Item Not Received**" claim); provided, however, that Item Not Received claims that result from buyers filing chargeback claims with their issuers for card-funded transactions are not eligible for PayPal's Seller Protection.

PayPal's Seller Protection program may also apply when a transaction is reversed because of a successful chargeback by a buyer because they did not authorize the card-funded payment or when a bank funded payment is reversed by the buyer's bank.

These terms describe PayPal's Seller Protection program as it applies to you, but you should also be familiar with the **Impact of various purchase protection processes on sellers**.

Basic Requirements

To be eligible for PayPal's Seller Protection program, all of the following basic requirements must be met, as well as any applicable additional requirements:

- ◆ The primary address for your PayPal account must be in the United States.
- ◆
- ◆ The item must be a physical, tangible good that can be shipped, except for items subject to the [Intangible Goods Additional Requirements](#). Transactions involving items that you deliver in person in connection with payment made in your physical store, may also be eligible for PayPal's Seller Protection program so long as the buyer paid for the transaction in person by using a PayPal goods and services QR code.
- ◆ You must ship the item to the shipping address on the Transaction Details page in your PayPal account for the transaction. If you originally ship the item to the recipient's shipping address on the Transaction Details page but the item is later redirected to a different address, you will not be eligible for PayPal's Seller Protection program. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
- ◆ The shipping requirement does not apply to eligible transactions involving items that you deliver in person; provided, however, that you agree to provide us with alternative evidence of delivery or such additional documentation or information relating to the transaction that we may request.
- ◆ You must respond to PayPal's requests for documentation and other information in a timely manner as requested in our email correspondence with you or in our correspondence with you through the [Resolution Center](#). If you do not respond to PayPal's request for documentation and other information in the time requested, you may not be eligible for PayPal's Seller Protection program.
- ◆ If the sale involves pre-ordered or made-to-order goods, you must ship within the timeframe you specified in the listing. Otherwise, it is recommended that you ship all items within 7 days after receipt of payment.
- ◆ You provide us with valid [proof of shipment or delivery](#).
- ◆
- ◆ Where you have integrated a PayPal Checkout product with your website or application, the following requirements apply to Business Sellers operating a PayPal account for commercial activity to ensure optimal management of potentially fraudulent transactions:
 - You must be using the current version of that PayPal Checkout product if you are accepting payments directly via a website or application. We encourage you to watch out for updates, as we may notify or announce from time to time, and immediately update that PayPal Checkout product.
 - Ensure you are passing the required session information to PayPal at checkout if you are integrated with PayPal via a third party or if you have a native app integration. Passing of such information is necessary for PayPal to assess and identify potentially fraudulent transactions.
 - Additional integration requirements may apply to Sellers operating under high-risk business models. These requirements are instituted to ensure compliance with PayPal's heightened security and risk management standards, thereby mitigating potential risks related to fraudulent transactions associated with these business models. PayPal will inform you of those requirements in advance, and you will be provided with a reasonable timeframe to make any changes that are necessary.
- ◆ In the case of [Unauthorized Transaction](#) claims, the payment must be marked "eligible" or "partially eligible" for PayPal's Seller Protection program on the Transaction Details page.
- ◆ In the case of [Unauthorized Transaction](#) claim, you must provide valid proof of shipment or proof of delivery that demonstrates that the item was shipped or provided to the buyer no later than two days after PayPal notified you of the dispute or reversal. For example, if PayPal notifies you of an [Unauthorized Transaction](#) claim on September 1, the valid proof of shipment must indicate that the item was shipped to the buyer no later than September 3 to be eligible for PayPal's Seller Protection program.

Item Not Received Additional Requirement

To be eligible for PayPal's Seller Protection program for a buyer's [Item Not Received](#) claim, you must meet both the [basic requirements](#) and the following additional requirement:

- ◆ You must provide [proof of delivery](#) as described below.
- ◆

Intangible Goods Additional Requirements

For the sale of intangible goods and services to be eligible for PayPal's Seller Protection program, the sale must meet the [basic requirements](#) and the following additional requirements:

- ◆ In the case of [Unauthorized Transaction](#) claims, PayPal has marked the intangible good transaction as "eligible" in the Transaction Details page or otherwise provided notice to you of eligibility in writing.
- ◆ Delivered the item and provide [Proof of shipment or delivery for Intangible Goods](#).

Ineligible Items and Transactions

The following items or transactions **are not** eligible for PayPal's Seller Protection program:

- ◆ Real estate, including residential property.
- ◆ Vehicles, including, but not limited to, motor vehicles, motorcycles, recreational vehicles, aircraft and boats, except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards.
- ◆ Businesses (buying or investing in a business).
- ◆
- ◆ Industrial machinery used in manufacturing.

- ♦ Payments equivalent to cash, including stored value items such as gift cards and pre-paid cards.
 - ♦ Payments made in respect of gold (whether in physical form or in exchange-traded form).
 - ♦ Financial products or investments of any kind.
 - ♦ Non-Fungible Tokens (NFTs) with a transaction amount of:
 - \$10,000.01 USD or above (or equivalent value in local currency as calculated at the time of the transaction);
 - \$10,000.00 USD or below (or equivalent value in local currency as calculated at the time of the transaction),
 - unless the buyer claims it was an **Unauthorized Transaction** and the transaction meets all other eligibility requirements.
 - ♦ Gambling, gaming, and/or any other activities with an entry fee and a prize.
 - ♦ Donations, including payments received as crowdfunding or crowdlending.
 - ♦ Payments to a state-run body (except for state-owned enterprises), a government agency, or to third-party collecting payment on behalf of a state-run body or government agency.
 - ♦ Payments to any bill payment service.
 - ♦ Items where the buyer claims (either with us or their card issuer) that the item you sent isn't what was ordered (referred to as a **Significantly Not as Described** claim).
 - ♦ **Item Not Received** claims filed by your buyer directly with their card issuer.
 - ♦ Physical, tangible items delivered in person, including in connection with a payment made in your physical store, unless the buyer paid for the transaction in person using PayPal's goods and services QR code.
 - ♦ Anything PayPal determines, in its sole discretion, is prohibited by this user agreement or PayPal's **Acceptable Use Policy**, even if the transaction is initially marked as "eligible" or "partially eligible" on the Transaction Details page.
 - ♦ Payments made using PayPal Payouts (formerly Mass Pay).
 - ♦ Personal payments including a payment sent using PayPal's friends and family functionality.
 - ♦ Payments not processed through a buyer's PayPal account, including PayPal Guest Checkout payments and Standard Credit and Debit Card Payments where the seller's account is registered in the following countries – Singapore, China, Hong Kong, Australia, Italy, France, the Netherlands, Spain, Ireland, Poland, Sweden, Bulgaria, Austria, Portugal, Belgium, Norway, Greece, Denmark, Cyprus, Lithuania, Czechia, Estonia, Finland, Romania, Slovenia, Hungary, Slovakia, Malta, Latvia, and Luxembourg.
 - ♦ Guest Checkout payments and Standard Credit and Debit Card Payments received by accounts registered in all other countries are otherwise eligible for Seller Protection.
 - ♦ Items sent after PayPal advised you not to release the item.
 - ♦ Travel tickets sold by a travel carrier where (1) the buyer claims (either with us or their financial institution) that it was an **Unauthorized Transaction**, and (2) such claim was filed more than 24 hours before the travel date.
- Last Updated: April 7, 2025

You can find details about changes to our rates and fees and when they will apply on our [Policy Updates Page](#) or as otherwise required by the user agreement. You can also get to the [Policy Updates Page](#) by clicking 'Legal' at the bottom of any webpage and then selecting 'Policy Updates'.

Domestic

A transaction occurring when both the sender and receiver are registered with or identified by PayPal as residents of the same market.

International

A transaction occurring when the sender and receiver are registered with or identified by PayPal as residents of different markets. Certain markets are grouped together when calculating international transaction rates. For a listing of our groupings, please access our Market/Region [Grouping Table](#).

Market Code Table

We may refer to two-letter market codes throughout our fee pages. For a complete listing of PayPal market codes, please access our Market [Code Table](#).

Relevant Market/Region

Rates published below apply to PayPal accounts of residents of the following market/region:

Market/Region list

United States (US)

Commercial Transaction Rates

When you accept the [User Agreement](#) to buy or sell goods or services or make any other commercial type of transaction, we call that a "commercial transaction".

Standard rate for receiving domestic transactions

Payment Type	Rate
Alternative Payment Method (APM)	APM Transaction Rates Apply
PayPal Checkout	3.49% + fixed fee

PayPal Guest Checkout	3.49% + fixed fee
QR code Transactions	2.29% + fixed fee
QR code Transactions through third party integrator	2.29% + 0.09 USD
Pay with Venmo	3.49% + fixed fee
Send/Receive Money for Goods and Services	2.99%
Standard Credit and Debit Card Payments	2.99% + fixed fee
PayPal Pay Later options	4.99% + fixed fee
All Other Commercial Transactions	3.49% + fixed fee

Receiving international transactions

The fee for receiving domestic transactions applies plus the [additional percentage-based fee for international commercial transactions](#).

Additional percentage-based fee for international commercial transactions

Activity	Description	Fee
Campaign Fee – Store Cash transactions	All applicable PayPal transaction fees are calculated from the cart total, after any Store Cash offers being applied by the PayPal user. For more information about Campaign Fee calculations, please see the PayPal Store Cash Agreement .	8.00%

Receiving and Sending Donations

When you accept the [User Agreement](#) to send or receive funds using one of the payment types listed below, we call that a “donation”. Funds sent or received through other products or services (not set out below) are not “donations” eligible for donations pricing. In such cases, the applicable transaction rates will apply and will be subject to the fees disclosed for such products or services on the applicable fees page.

Standard rate for receiving domestic donations

Payment Type	Rate
Donate Button	2.89% + fixed fee
PayPal Checkout for Donations	2.89% + fixed fee

Receiving international donations

The applicable fee for receiving domestic donations applies plus the [additional percentage-based fee for international donations](#).

Additional percentage-based fee for international donations

Payment Type	Rate
All Donations	1.50%

Standard rate for sending international donations

The applicable fee for sending domestic donations applies plus the applicable additional percentage-based fee for international donations (international fee).

Payment Type	Rate
Donations	No fee (when no currency conversion)

	is needed)
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Charity Transaction Rates

Charity transaction rates are subject to eligibility, application, and pre-approval by PayPal, as further described in the [Confirmed Charity Terms and Conditions](#). Once approved by PayPal, these rates will apply to certain payment types that are subject to the [User Agreement](#).

Receiving domestic charity transactions

Payment Type	Rate
Charity Transactions	1.99% + fixed fee

Receiving international charity transactions

The fee for receiving domestic charity transactions applies plus the [additional percentage-based fee for international charity transactions](#).

Additional percentage-based fee for international charity transactions

Payment Type	Rate
Charity Transactions	1.50%

Fixed fee for charity transactions (based on currency received)

Alternative Payment Method Rates

We may allow your customers to choose any of the alternative payment methods (APMs) listed in our [APM agreement](#) at checkout to pay you for purchases.

For a complete listing of the APMs we support, please see [Annex 1](#) of the APM agreement. You must accept the terms of the [APM agreement](#) before receiving APM payments.

Standard rate for receiving domestic transactions

Payment Type	Rate
Alternative Payment Method (APM)	2.89% + fixed fee
Alternative Payment Method (APM) through Pay Links and Buttons	2.99% + fixed fee

Receiving international transactions

The fee for receiving domestic transactions applies plus the [additional percentage-based fee for international transactions](#).

Additional percentage-based fee for international APM transactions

Payment Type	Fee
Alternative Payment Method (APM)	1.50%

PayPal Balance

PayPal offers a balance holding account commonly referred to as PayPal Balance.

For more information and a complete listing of fees associated, please refer to the [PayPal Balance Terms and Conditions](#).

PayPal Online Payment Services

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

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

Receiving domestic transactions using PayPal Online Payment Services

Payment Type	Rate
Advanced Credit and Debit Card Payments	2.89% + fixed fee
ACH Services	0.80% (capped at \$5.00 per transaction)
Payments Advanced	2.89% + fixed fee
Payments Pro	2.89% + fixed fee
Virtual Terminal	3.39% + fixed fee

Charity rates for receiving transactions using PayPal Card Payment Services

Charity rates for receiving transactions using the below PayPal Card Payment Services are subject to eligibility, application, and pre-approval by PayPal, as further described in the [Confirmed Charity Terms and Conditions](#). See our [PayPal Online Payment Services Agreement](#) for more details about the below services.

Payment Type	Rate
Payments Pro	1.99% + fixed fee
Virtual Terminal	2.69% + fixed fee
Advanced Credit and Debit Card Payments	2.19% + fixed fee
Advanced Credit and Debit Card Payments (Interchange Plus Plus)	Interchange Plus Plus Rates Apply

Payment Types.

Payment Type	Rate
Advanced Credit and Debit Card Payments (Interchange Plus Plus)	Interchange Pass-through Costs + 0.49% + fixed fee (collectively "Interchange Plus Plus")

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

Other fees for using PayPal Online Payment Services

Activity	Description	Fee
Account Monitoring Service	Optional Service	<ul style="list-style-type: none"> 29.95 USD set up fee 19.95 USD per month
ACH Services Return Fee or Unauthorized Fee	This fee is charged when a return is requested or when the transaction is unauthorized and then rejected/reversed.	<ul style="list-style-type: none"> 5.00 USD Return Fee for each transaction returned by the banking network 5.00 USD Unauthorized Fee for each transaction

		disputed by your customer as unauthorized
Fraud Protection Advanced	Optional Service	<ul style="list-style-type: none"> 0.07 USD per transaction
Additional Risk Factors	If PayPal determines that your Account receives, or is likely to receive a disproportionately higher number of customer complaints, reversals, chargebacks, claims, or other indicators of a serious level of risk, PayPal may increase the percentage components of your	Up to 5.00% per transaction

Activity	Description	Fee
	Transaction Fees after giving you 30 days prior notice of the increase.	
Buyer Authentication Service	Optional Service	<ul style="list-style-type: none"> 10.00 USD per month 0.10 USD per transaction
Card Verification Transactions	For each account verification request	0.30 USD
Chargeback Protection Services	Chargeback Protection	0.40% per transaction
	<ul style="list-style-type: none"> Advanced Credit and Debit Card Payments Effortless Chargeback Protection Advanced Credit and Debit Card Payments 	0.60% per transaction
Failure to implement Express Checkout	If you do not implement Express Checkout as required, the percentage components of your Transaction Fees may increase after giving you 30 days prior notice.	1.00% per transaction

Activity	Description	Fee
Monthly Fees	Advanced Credit and Debit Card Payments and ACH Services	No fee
	Payments Advanced	5.00 USD
	Payments Pro	30.00 USD
	Payments Pro Payflow	30.00 USD
	Virtual Terminal	30.00 USD
Recurring Billing	Optional Service	10.00 USD per month
Recurring Payment Tool	Optional Service	30.00 USD per month
Uncaptured Authorization Transactions	For each successful but uncaptured authorization transaction.	0.30 USD

PayflowPro(PaymentGateway)

[Payflow Pro](#) gives you the flexibility to design a checkout page that matches your site's branding, and [Payflow Link](#) comes with a pre-built checkout template you embed right into your checkout page. With either, your customers can pay by credit card without leaving your site. For more information, please refer to the [Payflow Gateway Services Agreement](#).

Receiving transactions using Payflow

Payment type	Fee
Payflow Pro Transaction	0.10 USD
Payflow Link Transaction	0.10 USD

Other fees for using Payflow

Activity	Description	Fee
Monthly Fees	Payflow Pro	25.00 USD
	Payflow Link	No fee
PayPal Recurring Billing Service (Monthly)	Payflow Pro	10.00 USD
	Payflow Link	10.00 USD
PayPal Fraud Protection Services (Monthly)	Basic Package	No fee
	Advanced Package	10.00 USD
PayPal Fraud Protection Services (Monthly Excess Transaction Fee)		

PayPal Zettle Rates

Use of PayPal Zettle is subject to eligibility, application, approval by PayPal and your acceptance of the [PayPal Zettle agreement](#). These rates will apply to the following payment types received using PayPal

Payment type

Fee

Payflow Pro Transaction

0.10 USD

Payflow Link Transaction

0.10 USD

Zettle.

Standard rate for receiving transactions using PayPal Zettle

PayPal Payouts

PayPal Payouts (which includes the service formerly known as Mass Pay) allows you to easily send payments to multiple recipients at once. We charge you a fee for each payment you send using PayPal Payouts. The fee is based on the type of payment and currency in which it is sent.

Sending PayPal Payouts

Transaction	Rate
US	2% of total transaction amount (not to exceed the maximum fee cap below)
US	Flat Rate (see fee table below)
◆ When using the Payouts API	
International PayPal Payouts	2% of total transaction amount (not to exceed the maximum fee cap below)

E-check Fees

Sometimes the sender of a payment you receive may use an E-check as a means of funding that payment from their bank account, in order to send it from their PayPal account. Please see the [user agreement](#) for more information about E-check. When you receive an E-check funded payment we apply the fee you agreed to pay to receive the payment up to a monetary cap indicated below (based on the currency received):

Receiving E-check fees

Payment Type	Rate
Per each payment transaction	Commercial Transaction Rates

Withdrawal Out of PayPal

You can typically withdraw money out of PayPal by standard withdrawals/transfers to your linked bank account or eligible cards. A currency conversion (and [currency conversion spread](#)) may also apply.

Withdrawing a balance from a PayPal business account

Withdrawal/Transfer to	Withdrawal/Transfer Type	Rate
Bank account	Standard <ul style="list-style-type: none"> ◆ With eligible linked bank account 	No Fee (when no currency conversion is involved)
	Instant <ul style="list-style-type: none"> ◆ Withdrawal limits apply 	1.50% of amount transferred <ul style="list-style-type: none"> ◆ Minimum fee applies based on the card withdrawal currency, in the table below
Cards	Standard <ul style="list-style-type: none"> ◆ With eligible linked debit card ◆ Withdrawal limits apply 	No Fee (when no currency conversion is involved)
	Instant <ul style="list-style-type: none"> ◆ With eligible linked debit card ◆ Withdrawal limits apply 	1.50% of amount transferred <ul style="list-style-type: none"> ◆ Minimum fee applies based on the card withdrawal currency, in the table below

Withdrawal Limits – Instant Transfer for Bank

Frequency	Maximum (up to)
Per transaction	25,000.00 USD

Withdrawal Limits – Standard and Instant Transfers for Cards

Frequency	Maximum (up to)
Per transaction	50,000.00 USD
Per day	100,000.00 USD
Per week	250,000.00 USD
Per month	500,000.00 USD

Per month 500,000.00 USD

Minimum fee – Instant Transfer

Based on withdrawal currency:

Currency	Minimum Fee
US dollar	0.50 USD

Other Merchant Fees

Included below are fees associated with events, requests, or actions that may happen when you use your account.

Other Fees

Activity	Description	Fee
Bank Return on Withdrawal/Transfer out of PayPal	This fee is charged when a withdrawal/transfer out of PayPal is attempted by a user and it fails because incorrect bank account information or delivery information is provided.	No Fee
Commercial Transaction and Invoicing Transaction Refunds	Full Refunds	If you refund a Commercial Transaction or an Invoicing Transaction payment, there are no fees to make the refund, but the fees you originally paid to receive the payment are not returned to you.
	Partial Refunds	If you refund a Commercial Transaction or an Invoicing Transaction payment, there are no fees to make the refund, but the refund, but the payment are not returned to you.
Credit Card and Debit Card Confirmation(s)	Some users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit	See Credit Card and Debit Card Link and Confirmation Table below .

Activity	Description	Fee
PayPal Business Debit MasterCard	Use of the PayPal Business Debit MasterCard is subject to eligibility, application, approval by PayPal and your acceptance of the terms.	Please see our PayPal Business Debit MasterCard Cardholder Agreement and Privacy Notice
PayPal Debit MasterCard	Use of the PayPal Debit MasterCard is subject to eligibility, application, approval by PayPal and your acceptance of the terms.	Please see our PayPal Debit MasterCard Cardholder Agreement

In an effort to provide customers access to critical funds, PayPal will be Temporarily waiving some of its fees for customers sending funds to Ukrainian PayPal accounts or receiving funds into Ukrainian PayPal accounts until further notice. Exchange rates or fees charged by a customer's card issuer or bank may still apply. Please see the [fees for Ukrainian personal accounts page](#) and [this Help Center article](#) for updates and more information about our services for Ukrainian customers.

Credit Card and Debit Card Link and Confirmation Table

Currency	Fee
US dollar	1.95 USD

Last Updated: January 13, 2025

You can find details about changes to our rates and fees and when they will apply on our [Policy Updates Page](#) or as otherwise required by the user agreement. You can also get to the [Policy Updates Page](#) by clicking 'Legal' at the bottom of any webpage and then selecting 'Policy Updates'.

Domestic

A transaction occurring when both the sender and receiver are registered with or identified by PayPal as residents of the same market.

International

A transaction occurring when the sender and receiver are registered with or identified by PayPal as residents of different markets. Certain markets are grouped together when calculating international transaction rates. For a listing of our groupings, please access our Market/Region [Grouping Table](#).

Market Code Table

We may refer to two-letter market codes throughout our fee pages. For a complete listing of PayPal market codes, please access our Market [Code Table](#).

Relevant Market/Region

Rates published below apply to PayPal accounts of residents of the following market/region:

Market/Region list

Buying with PayPal

It's free to use PayPal to donate or to pay for a purchase or any other type of commercial transaction unless it involves a currency conversion.

Online or in-store

Selling with PayPal

When you accept the [User Agreement](#) to buy or sell goods or services or make any other commercial type of transaction, we call that a "commercial transaction".

For the listings of selling rates, please visit our [PayPal Merchant Fees Page](#).

Receiving and Sending Donations

When you accept the [User Agreement](#) to send or receive funds using one of the payment types listed below, we call that a "donation". Funds sent or received through other products or services (not set out below) are not "donations" eligible for donations pricing. In such cases, the applicable transaction rates will apply and will be subject to the fees disclosed for such products or services on the applicable fees page.

Standard rate for receiving domestic donations

Payment Type	Rate
Donate Button	2.89% + fixed fee
PayPal Checkout for Donations	2.89% + fixed fee

Receiving international donations

The applicable fee for receiving domestic donations applies plus the [additional percentage-based fee for international donations](#).

Additional percentage-based fee for international donations

Payment Type	Rate
All Donations	1.50%

Standard rate for sending international donations

The applicable fee for sending domestic donations applies plus the applicable additional percentage-based fee for international donations (international fee).

Payment Type	Rate
Donations	No Fee (when no currency conversion is needed)

Sending and Receiving Money

When you send money (initiated from the "Friends and Family" tab of the "Send Money" flow) to, or receive money into your PayPal account from, friends and family without making an underlying donation or commercial transaction (that is, the payment is not for the purchase of goods or services or for making any other commercial transaction), we call that a "personal transaction".

The rates relating to personal transactions are set out below.

Sending domestic personal transactions

Payment method	Fee
PayPal balance or a bank account	No fee
Cards	2.90% + fixed fee
Amex Send™ Account	No fee
Visa+ transaction to Venmo Visa+- enabled digital wallets	No Fee
Visa+ transaction to non-Venmo Visa+- enabled digital wallets	1.75% ▲ minimum fee of 0.25 USD A maximum fee of 25.00 USD

Fees charged in different currencies for sending payments: We will collect the fee from balance in the currency in which the fee is listed. To do this, we may need to convert the fee amount from your sending balance into the currency in which the fee is listed, in which case the fees for "[Conversions in all other cases](#)" also apply. PayPal Balance

PayPal offers a balance holding account commonly referred to as PayPal Balance. For more information and a complete listing of fees associated, please refer to the [PayPal Balance Terms and Conditions](#).

Currency Conversions

For any of the following types of transactions involving a [currency conversion](#) by PayPal, the transaction exchange rate will also include a currency conversion spread.

Withdrawals Out of PayPal

You can typically withdraw money out of PayPal by standard withdrawals/transfers to your linked bank account or eligible cards. A currency conversion (and [currency conversion fees](#)) may also apply.

Note: For additional listings of transfer rates out of business accounts, please visit our [PayPal Merchant Fees Page](#).

Other Consumer Fees

Included below are fees associated with events, requests, or actions that may happen when you use your

account.

Other Fees

Activity	Description	Rate
Bank Return on Withdrawal/Transfer out of PayPal	This fee is charged when a withdrawal/transfer out of PayPal is attempted by a user and it fails because incorrect bank account information or delivery information is provided.	No Fee
Credit Card and Debit Card Confirmation(s)	Some users, in order to increase their sending limit or as PayPal may determine, may be charged a credit card and debit card link and confirmation fee. This amount will be refunded when you successfully complete the credit card or debit card verification process.	See Credit Card and Debit Card Link and Confirmation Table below.
PayPal Business Debit MasterCard	Use of the PayPal Business Debit MasterCard is subject to eligibility, application, approval by PayPal and your acceptance of the terms.	Please see our PayPal Business Debit MasterCard Cardholder Agreement and Privacy Notice
PayPal Debit MasterCard	Use of the PayPal Debit MasterCard is subject to eligibility, application, approval by PayPal and your acceptance of the terms.	Please see our PayPal Debit MasterCard Cardholder Agreement