Terms & Conditions of PayPal Credit

PayPal Credit is an open-end (revolving) credit card account offered by Synchrony Bank (the "Lender"). By applying for this account, you agree that: (1) You are providing your information to Lender and PayPal, Inc. and consent to Lender providing information about you (even if your application is declined) to PayPal, Inc. so they can create and update their records, and provide you with service and special offers. You authorize parties with whom you make a purchase to share your personal information, including email address, with Lender to use it for any lawful purpose. (2) Lender may obtain information, including employment and income information, from others about you (including requesting reports from consumer reporting agencies and other sources) to evaluate your application, and review, maintain or collect your account. (3) You have received, read and agree to these Terms and Conditions which will govern your account, including the Agreement to Arbitrate (which limits your rights), as well as the Privacy Policy. If you have an existing account, a new account may not be opened.

You can choose to reject the Agreement to Arbitrate as further explained in Section 18 below. The Terms and Conditions of PayPal Credit include the following:

Important Disclosures **E-Sign Consent** **Account Agreement**

PayPal Credit Important Disclosures

Interest Rate and Interest Charges

Annual Percentage Rate (APR) for Standard Purchases	25.49% **This APR will vary with the market based on the Prime Rate.**
APR for Cash Advances	25.49% **This APR will vary with the market based on the Prime Rate.**
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge any interest on Standard Purchases or Cash Advances if you pay your entire balance by the due date each month. We will begin charging interest on Promotional Purchases on the purchase date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees

Annual Fee	**None**	
Penalty Fees	**Late Payment Fee** **Return Check Fee**	Up to **$38.00** Up to **$27.00**
How We Will Calculate Your Balance	The Lender uses a method called "average daily balance (including new Purchases and Cash Advances)." See the Account Agreement for more details.	
Billing Rights	Information on your rights to dispute transactions and how to exercise those rights is provided in the Account Agreement.	
Amendment of the Terms and Conditions	The Lender may amend the Terms and Conditions, including any of the terms stated above, from time to time, in accordance with Section 13 of the Account Agreement "Amendment of This Agreement."	
Important Information about Procedures for Opening a New Account	To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means for you:** When you open an account, the Lender will obtain your name, address, date of birth, and other information that will allow the Lender to identify you. The Lender may verify this information with you and others. The Lender may also request to see your driver's license or other identifying documents.	

MILITARY LENDING ACT DISCLOSURE

Important Disclosure for members of the Armed Forces and their Dependents	Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). None of these types of costs or fees apply to your PayPal Credit Account. Your APR is reflected in the disclosures above. If you would like to listen to this and other applicable disclosures, please call 1-888-221-1161, follow the prompts and when asked to tell us why you are calling say "Military Lending Act".

STATE DISCLOSURES

CA Residents	If you are married, you may apply for a separate account.
OH Residents	The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
NY, RI, & VT Residents	We may order credit reports in connection with processing applications/solicitations and any update, renewal, or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation.
NJ Residents	Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.
TN Residents	This Agreement will not become effective unless and until (1) we have provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you use the account, and (3) we extend credit to you for that transaction on your account.
WI Residents	No provision of a marital property agreement, unilateral statement under Section 766.59, or court decree under Section 766.70 adversely affects the interest of the Lender, unless the Lender, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. If you are married and your spouse also is a Wisconsin resident, please contact us immediately at: **PayPal Credit, P.O. Box 5018, Timonium, MD 21094** and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

PayPal Credit E-Sign Consent

IMPORTANT NOTICE. In order to complete this transaction online, the Lender must provide you with certain disclosures required by law. The Lender can provide these disclosures to you online only if you consent. You should choose another payment option if you do not consent.

Definitions	In this PayPal Credit E-Sign Consent, the following definitions apply: - "You" and "your" mean the person who is asking to use PayPal Credit to make a purchase or cash advance. - "We," "us," and "our" mean the Lender and, following an assignment, any person, company, or bank to whom the rights of the Lender have been assigned. - "Disclosures" means important communications and other information relating to your application for and/or use of PayPal Credit, including but not limited to agreements, privacy notices, billing statements and changes in terms.
Consumer Consent	By clicking the "Agree and Continue" button and/or checking the "I agree to have the Terms and Conditions presented electronically," which you hereby adopt as your electronic signature, you consent and agree that: - We can provide Disclosures required by law and other information about your legal rights and duties to you electronically. - Your electronic signature on agreements and documents has the same effect as if you signed them in ink. - We can send all Disclosures to you electronically via our website or to the email address that you have provided to the merchant in this transaction or to another email address that you provide to us for that purpose rather than in paper form. - We may alert you when the Disclosures are available by sending you an electronic communication. - Our email will tell you how you can view the Disclosures. - We will make the Disclosures available to you for not less than 90 days from the date they first became available to you. - You will be able to print a copy of the Disclosures or download the information for your records. - This consent applies to this transaction, all future Disclosures you receive, and to all future transactions in which you use the PayPal Credit, at any time unless you have, prior to such transaction, withdrawn your consent by the procedure mentioned below.
What You Will Need	You understand that, in order to access and retain electronic Disclosures, you will need the following: - A computer with an Internet connection. - A current web browser that includes 2048-bit encryption (e.g., Internet Explorer version 10.0 and above, Firefox version 27.0 and above, Chrome version 33.0 and above, or Safari version 7.0 and above) with cookies enabled. - A valid email address. - Sufficient storage space to save past Disclosures OR an installed printer to print them. - If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add creditcustomersupport@paypal.com to your email address book.
Requesting Paper Documents And Withdrawing Consent	You understand that you may request paper copies of the Disclosures and that we will provide them to you by mail at no charge. You understand that you have the right to receive these Disclosures in paper form and that you may withdraw your consent by logging into www.paypal.com (if you have a PayPal account) where you can change your statement and disclosure preferences. You can also request paper copies and/or withdraw consent by contacting us at: **PayPal Credit, P.O. Box 5138, Timonium, MD 21094** or 1-866-528-3733.
Updating Email Address	At any time, you can update the email address to which we may send alerts that your Disclosures are available. You can change your email preferences by logging into www.paypal.com (if you have a PayPal account). You can also do this by contacting us at: **PayPal Credit, P.O. Box 5138, Timonium, MD 21094** or 1-866-528-3733.
Legal Effect	By consenting, you agree that electronic Disclosures have the same meaning and effect as if we provided paper Disclosures to you when and if we are required to do so. When we send you a Disclosure in electronic form or post a Disclosure on our website that shall have the same meaning and effect as if we provided paper Disclosures to you, whether or not you choose to view the Disclosures, unless you had previously withdrawn your consent to receive Disclosures electronically. We may also send you an email alerting you that the Disclosures are available electronically and make them available online.
General	You understand and agree that we reserve the right to cancel this electronic Disclosure service, change the terms of use of this service, or send Disclosures in paper form at any time. You understand and agree that we are not responsible for any delay or failure in your receipt of any email notices we may send.

PayPal Credit Account Agreement

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, WITH LIMITED EXCEPTIONS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

IF YOU ARE COVERED BY THE PROTECTIONS OF THE MILITARY LENDING ACT, THE AGREEMENT TO ARBITRATE DOES NOT APPLY TO YOU.

This Agreement sets forth the terms and conditions of the PayPal Credit credit card account ("Account") and the extensions of credit made by Synchrony Bank (the "Lender"). Please read this Agreement and keep a copy.

1. DEFINITIONS:

PARTIES TO THIS AGREEMENT AND OTHER ENTITIES

You & your	The person who applied for this Account and agrees to this Agreement.
We, us, & our	The Lender and, following an assignment, any person, company, or bank to whom the rights of the Lender have been assigned.
Bill Me Later, Inc.	Located in Timonium, Maryland, developed PayPal Credit and provides services for the Lender, such as processing transactions, keeping records, sending billing statements, and providing customer service. Bill Me Later, Inc. may also receive payments and perform collection activities on behalf of the Lender.
PayPal, Inc.	Located in San Jose, California, is a payment service provider that consumers and merchants use to make payments to and accept payments from third parties.

TERMS

Account	The PayPal Credit open-end (revolving) account that is the subject of this Agreement.
Agreement	The PayPal Credit Important Disclosures above, this PayPal Credit Account Agreement, and any amendment or addendum thereto.
Billing Cycle	The time between the dates on which we prepare billing statements, or would have prepared them if statements were required under Section 11 "Billing Statements." The Billing Cycle will end on approximately the same day of each month. We may change the day the Billing Cycle ends, at our option.
Cash Advances	Extensions of credit made on the Account to you, when you choose the PayPal Credit Payment to Send Money to friends or family members (not to or from a business) without a Purchase.
Credit Line	The dollar amount of credit available for you to borrow on this Account.
End Date	The Payment Due Date on the billing statement that includes the final Monthly Plan Payment on an Easy Payments Purchase.
Expiration Date	The date on which the deferred interest period ends for Deferred Interest Purchases.
Grace Period	The period within which you may repay a loan or extension of credit without incurring any interest.
Merchant	A merchant participating in and authorized to accept the PayPal Credit.
Monthly Plan Payments	Substantially equal monthly installments required for Easy Payments Purchases, including any applicable interest.
Payment Due Date	The date, which will appear on each billing statement as the "Payment Due Date" for the Billing Cycle.
Promotional Purchases	Includes Deferred Interest Purchases, Easy Payments Purchases, (both as further described in Section 3) and other promotional purchases as offered from time to time that may be subject to special, promotional repayment terms and/or Annual Percentage Rates ("APRs") for all or part of the time they are unpaid. You may only have the ability to make some Promotional Purchases from time to time, depending on what the Merchant is offering. All Promotional Purchases may be separately itemized or may be grouped together in the Interest Charge Calculation and Promotional Purchases sections of your billing statement. Promotional Purchases do not include any Send Money transactions.
Purchases	Extensions of credit made on the Account to you, when you choose PayPal Credit to pay for a purchase from a Merchant. You may occasionally see references to "credit card purchases" because under Federal law this is considered a credit card account.
Send Money	Your ability to make payments to third parties using PayPal, Inc.'s services, including in connection with: (i) a Purchase of goods or services; or (ii) a transfer of money to friends or family members (not to or from a business) without a Purchase.
Standard Purchases	Purchases that are not Promotional Purchases or otherwise subject to special, promotional repayment terms and/or APRs.

2. HOW YOU AGREE TO THIS AGREEMENT:

You agree to the terms of this Agreement and you make the promises it contains by either applying for or accepting an Account or making a purchase using PayPal Credit after receipt of this Agreement.

3. TYPES OF PURCHASES AND TRANSACTIONS:

STANDARD PURCHASES

You can make a Standard Purchase using this Account by choosing PayPal Credit when you make a purchase from a Merchant at a website, by telephone, or at another authorized location.

CASH ADVANCES

You can make a Cash Advance using this Account by choosing to Send Money to friends or family members (not to or from a business) without a Purchase. You may not use the Cash Advance feature to Send Money to yourself. We have the right to decline Cash Advance transactions for any reason permitted by applicable law, including if fraudulent or high-risk behavior is suspected.

PROMOTIONAL PURCHASES: DEFERRED INTEREST PURCHASES

There is one type of Deferred Interest Purchase that will be offered on or after July 2, 2018:

No Interest if paid in full in 6 months	For each Deferred Interest Purchase, if the Deferred Purchase balance is not paid in full by the Expiration Date, interest will be imposed from the purchase date at the variable Purchase APR that applies to your account when the Deferred Interest Purchase is made. At the time your account is opened, the variable Purchase APR is 25.49%. Your Purchase APR will vary with the market based on the prime rate.

If you pay the balance on a Deferred Interest Purchase in full by the Expiration Date, we will not charge any interest for that Purchase. Any remaining balance at the end of the promotional period will be treated as a Standard Purchase beginning on the Expiration Date. Minimum monthly payments are required.

These promotional offers may not be available at all times for all purchases. Please see any promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

PROMOTIONAL PURCHASES: EASY PAYMENTS

There are two types of Easy Payments Purchases:

Easy Payments + No Interest Purchases	Easy Payments Purchases that are not subject to interest.
Financed Easy Payments Purchases	Easy Payments Purchases that are subject to interest at an APR disclosed at the time of purchase, not to exceed the variable Purchases APR on your Account.

We may offer this as the only method you can use to make a Purchase from a Merchant, or as an option to the Standard Purchase and/or Deferred Interest Purchase method. Easy Payments Purchases will be subject to the terms offered at the time of the transaction by the Merchant.

4. YOUR CREDIT LINE AND OTHER AGREEMENTS:

Credit Line	At the time you open your Account we will evaluate your request for credit. If we extend you credit, we will disclose to you the total amount of your Credit Line, which will be no less than $250.00. If you have an existing PayPal Credit account and are making a purchase, you agree that if we identify your existing account, your purchase will be charged to your existing account and a new account will not be opened. The total balances of all types of transactions on the Account plus transactions which have been authorized but not yet posted to the Account (but not including unpaid fees) may not exceed the Credit Line. If you try to make a Purchase or Cash Advance that would cause your outstanding balance to be above your Credit Line, we may treat that as a request to increase the Credit Line. *For example: If your Credit Line is $650.00, you have a $200.00 balance, and you try to make a Purchase or request a Cash Advance of $500.00, we may treat this as a request for an increase in the Credit Line. If we approve this transaction, your new Credit Line will be $700.00.* We have the option to refuse a request for an increase, but we will notify you of the reasons for any refusal. We may allow you to complete a transaction in excess of your available credit without increasing your Credit Line under certain circumstances, such as if you have a previous "non-sufficient funds" payment on your Account. We may increase, decrease or change your Credit Line at any time. We will notify you if we do so. From time to time, we may review your Account to ensure that payments and transactions posting to your Account are valid and not fraudulent and that good funds are collected for payments. In doing so, we may temporarily limit your ability to utilize the total credit available to borrow until the Account review is completed and/or transactions and payments are confirmed to be valid and fully collected.
We May Charge your Account for Purchases and Cash Advances	You authorize us to charge this Account for the cost of any Purchase or Cash Advance you, or anyone to whom you have given permission to use this Account, make using PayPal Credit. The cost of the Cash Advance may include both the amount sent to the recipient and any fee charged by and paid to PayPal, Inc. for facilitating a Send Money transaction.
We May Charge your Account for Interest and Fees	You authorize us to charge this Account for interest, any fees, costs of collection, and other amounts that you agree to pay in this Agreement.

5. YOUR PERSONAL INFORMATION:

Purchases	By making a Purchase, you authorize the Merchant to share your personal information (including email address) with us to verify your identity, make a credit decision, complete your transaction, service your Account, and/or for any other lawful purpose.
Cash Advances	By requesting a Cash Advance, you authorize us to share your information with PayPal, Inc. to complete your transaction. You also authorize PayPal, Inc. to share your personal information (including email address) with us to verify your identity, make a credit decision, complete your transaction, service your Account, and/or for any other lawful purpose.

6. YOUR PROMISES TO US:

Promise to Pay	You promise to repay to us all extensions of credit (including any and all Purchases and Cash Advances) you have authorized us to charge to this Account and any accrued interest, fees, collection costs, and other amounts that you agree to pay in this Agreement. We may presume you authorized any Purchase using this Account, if the Purchase is delivered in your name to your address, unless you return the Purchase to the Merchant within a reasonable time.
Minimum Payment Due	You promise to pay at least the Minimum Payment Due on or before the Payment Due Date each Billing Cycle and in accordance with the reasonable requirements set forth on each billing statement.
Personal Financial Information	You promise to give us personal financial information about you that we may reasonably request, from time to time.
Collection Costs	You promise to pay all costs of collection (including reasonable attorneys' fees and expenses) if we take any action to collect this Account or take any action in a bankruptcy proceeding filed by or against you, if permitted and to the maximum amount permitted by applicable law.
Your Contact Information	You promise to promptly notify us if you change your name, mailing address, email address, or telephone number. In doing so, you agree that you will not give us false information or signatures, electronic or otherwise, at any time.
Age and Residency	You promise that you are of legal age in the state where you reside and are a resident of the United States when you accept this Agreement and open the Account.
Merchant Disputes	You promise that, if you are dissatisfied with goods or services you purchased from a Merchant, you will try in good faith to resolve the dispute and correct the problem directly with the Merchant. This shall in no way limit or reduce your rights in case of a billing error.
Use of Account	You promise to use this Account only for personal, family, or household purposes.

7. INTEREST RATE AND INTEREST CHARGES:

You agree to pay interest on the outstanding balance of this Account until paid in full, as applicable. Interest may be calculated differently depending on the type of transaction. Interest begins to accrue on the purchase date, except interest does not accrue on any portion of a Standard Purchase or Cash Advance that you repay during the Grace Period, if a Grace Period applies.

GRACE PERIOD

Standard Purchases & Cash Advances	There is a Grace Period of at least 25 days on new Standard Purchases and Cash Advances. This means we will not charge interest on these transactions if you pay them in full by the Payment Due Date. For example, if:
	- You make a $500.00 Standard Purchase on January 1 and a $100.00 Cash Advance on January 2;
	- We send you a statement on or about January 15 with a Payment Due Date of February 12; and
	- You pay $600.00 (the full amount) by February 12; then
	- You will not be charged any interest on these transactions.
	You'll lose your Grace Period if you pay anything less than the total of new Standard Purchases and Cash Advances on any statement by the Payment Due Date. If you lose your Grace Period, you'll owe interest on any unpaid balance of a transaction to which the Grace Period previously applied from the first day of the next Billing Cycle and interest on new transactions from the date of posting. For example:
	- You make a $500.00 Standard Purchase on January 1 and a $100.00 Cash Advance on January 2;
	- We send you a statement on or about January 15 with a Payment Due Date of February 12; and
	- You pay $400.00 (only part of the full amount) by February 12; then
	  - You will not be charged any interest on the amount you paid ($400.00);
	  - You will be charged interest from January 16th on the remaining amount ($200.00); and
	  - New transactions will not qualify for the Grace Period.
	To qualify for the Grace Period again, you must pay your Standard Purchases and Cash Advance balances in full.

Deferred Interest Purchases	Deferred Interest Purchases do not have a Grace Period. However, you can avoid paying interest on a Deferred Interest Purchase by paying the balance in full by the Expiration Date. If you do not pay the balance in full by the Expiration Date, you will be charged interest from the purchase date.
Easy Payments Purchases	Easy Payments Purchases do not have a Grace Period and begin to accrue interest on the purchase date.

HOW WE CALCULATE INTEREST

We calculate interest for each Billing Cycle using the Average Daily Balance (including new Purchases and Cash Advances) method. A separate daily balance is calculated for each balance type. These balance types include, for example, Standard Purchases, Cash Advances, and different Promotional Purchases.

How We Get To The Average Daily Balance	We take the starting balance each day for each balance type, add any new Purchases and adjustments posted that day, including billed interest and billed fees, and subtract any payments and credits (treating any net credit balance as zero). This gives us the daily balance. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. The result is the Average Daily Balance for each balance type.
How We Get The Interest Charge For Each Balance Type	We multiply each Average Daily Balance for the Billing Cycle by the number of days in the Billing Cycle. Then we multiply this by the Daily Periodic Rate. This gives us the daily interest charges for each of your different balances. "Daily Periodic Rate" is a daily interest rate. The daily periodic rate for a given balance is equal to the APR for that balance divided by 365.
How We Get The Interest Charge For The Billing Cycle	We will then add up the interest for all the balance types, to get the interest for the Account.

MINIMUM INTEREST CHARGE

We charge a minimum of $2.00 of interest in any Billing Cycle in which you owe interest on Standard Purchases (except Easy Payments Purchases) and/or Cash Advances.

RATE OF INTEREST

We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. The APR for Purchases and Cash Advances is the prime rate plus 20.74%. As of July 2, 2018, the daily rate for Purchases and Cash Advances is .06984% (APR 25.49%). However, if we have disclosed a special promotional rate at the time we made the special offer, we will calculate interest on balances subject to that special offer using the applicable special promotional rate.

Daily Rates May Vary. The APR and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in *The Wall Street Journal* in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.

If the prime rate increases, the daily rates and APRs will increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.

8. FEES:

You agree to pay the following fees, as applicable.

Late Payment Fee	We will charge you a Late Fee for each Billing Cycle the Minimum Payment Due is not paid in full by its Payment Due Date. The Late Fee will be the amount of the missed payment, up to: - $27.00 the first time you are late, and - $38.00 if your payment is late again within the next six Billing Cycles. However, the Late Fee will not exceed $5.00 if the Minimum Payment Due is less than $27.00.
Return Check Fee	We will charge you a Return Check Fee of up to $27.00 if a payment on this Account is made with a check, including a draft, order, or other instrument, that is returned by a drawee for "not sufficient funds" or other reasons such as a closed account. The fee will not exceed the Minimum Payment Due immediately prior to the date on which the payment is returned. We will not charge the fee if we redeposit the check and it is paid.

9. MINIMUM PAYMENTS DUE:

The Minimum Payment Due each Billing Cycle will be the sum of the payments due on your Account balances as calculated below, plus any amounts past due from previous Billing Cycles.

Standard Purchases, Cash Advances and No Interest if Paid In Full Purchases	The payment due for Standard Purchases, Cash Advances and No Interest if Paid In Full Purchases balances will be the greatest of:
	- $27.00, or $38.00 if you failed to pay at least the Minimum Payment Due by the Payment Due Date in any one or more of the prior six Billing Cycles; or
	- 3% of these balances on the Account on the last day of the Billing Cycle, rounded down to the nearest whole dollar; or
	- 1% of these balances on the Account on the last day of the Billing Cycle, rounded down to the nearest whole dollar plus:
	  - Any interest assessed in that Billing Cycle; and
	  - Any Late Fees or Return Check Fees assessed in that Billing Cycle.
	However, if your unpaid balance of Standard Purchases, Cash Advances and No Interest if Paid in Full Purchases is less than the amount described above, the payment due will be that unpaid balance.

No Payments + No Interest If Paid In Full Purchases	There is no payment due for a No Payments + No Interest if paid in full Purchase prior to its Expiration Date.
Easy Payments Purchases	The payment due for each Easy Payments Purchase will be the Monthly Plan Payment. To determine the Monthly Plan Payment amount, we divide the Easy Payments Purchase amount plus applicable interest by the number of months between the Purchase and the scheduled End Date. The Monthly Plan Payment due on the scheduled End Date (or sooner if you pay off the balance early) may be more or less than the others, because it will be adjusted as necessary to pay the amount you owe at that time.

10. PAYMENT APPLICATION AND PREPAYMENT:

We will use each payment in the amount of the Minimum Payment Due or less, first to pay billed Monthly Plan Payments on any Easy Payments Purchases, then billed interest, then billed fees, then the principal balance, and then any other amounts due. However, if you have a balance on a Deferred Interest Purchase, during the two Billing Cycles immediately preceding its Expiration Date, we may use the payment, after the amount to pay billed Monthly Plan Payments on any Easy Payments Purchases to pay the balance on such Deferred Interest Purchase.

You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you pay more than the Minimum Payment Due in any Billing Cycle, you still must make the Minimum Payment Due the next Billing Cycle. We will use any amount in excess of the Minimum Payment Due to pay the balances with the highest interest rate, then the next highest interest rate, and so forth. However, during the two Billing Cycles immediately preceding the Expiration Date of any Deferred Interest Purchase, we may use payments first to pay the balance on such Deferred Interest Purchase(s). We may choose to apply prepayments to the Deferred Interest Purchase balances before other balances.

11. BILLING STATEMENTS AND CREDIT BALANCES:

Billing Statements	We will provide a billing statement for each Billing Cycle if and as required by applicable law. We need not provide a billing statement to you if we deem this Account uncollectible or if delinquency collection proceedings have been started. We may provide electronic billing statements only. You can elect to receive paper statements by calling 1-866-528-3733, writing us at **PayPal Credit, P.O. Box 5138, Timonium, MD 21094** or logging into www.paypal.com (If you have a PayPal account).
Credit Balances	We will refund any credit balance in excess of $1.00 to you as required by law. You authorize us to make the refund electronically or using an electronic transfer, (i) if you made the payment which caused the credit balance electronically, or using an electronic transfer, or (ii) if you typically make payments on this Account electronically. If you maintain an account with PayPal, Inc., you authorize us to refund any credit balance directly to that account.
Errors	You agree to notify us of any errors in the billing statement within 60 days from the date it is provided. You agree to examine each billing statement and to notify us, immediately, of any Purchases which were not made or authorized by you.

12. EVENTS AND EFFECT OF DEFAULT:

Events of Default	You will be in default if you: - Fail to make any payment when due; - Violate, or are unwilling or unable to perform, any provision of this Agreement; - Pass away or become incompetent; - Become the subject of bankruptcy or insolvency proceedings; - Supply us with any misleading, false, incomplete, or incorrect information or signature, or fail to supply us with any information we deem necessary; - Exceed your Credit Line; or - Give us a payment returned unpaid by your bank or financial institution for any reason.
Collection Costs	You agree to pay all costs of collection (including reasonable attorneys' fees and expenses) if we take any action to collect this Account after default, if permitted and to the maximum amount permitted by applicable law.
Our Rights	If you are in default, we may suspend or close your Account, require you to pay the full amount you owe immediately, or take any other action permitted by law. This may happen without prior notice unless otherwise required by applicable law. If we exercise our rights, this Agreement will continue to apply to your Account.

13. OUR RIGHTS AND REMEDIES AND LIMITATION OF LIABILITY:

Amendment of this Agreement	We may amend this Agreement from time to time, in any respect, and give you written notice if required by law. An amendment may change something in this Agreement (for example, the rate of interest on any or all transaction types), add something new, or take something out. Amendments will apply to outstanding balances and new Purchases and Cash Advances, except as otherwise indicated in any written notice or as otherwise provided by applicable law. This Agreement, except when amended in accordance with this Agreement, is the final expression of the Agreement between you and us and may not be contradicted by evidence of any alleged oral agreement.
Termination	We may terminate your Account or this Agreement at any time for any reason without prior notice, subject to limitations of applicable law. After termination, you will not be able to make new Purchases or Cash Advances but you will still have to pay any remaining balance in full. All other provisions of this Agreement will continue to apply.
Our Liability	We are not responsible for any Merchant's failure to accept payment using the PayPal Credit. Our liability is limited to that determined by applicable law and will only include your actual damages.
Remedies Cumulative	Our remedies under this Agreement shall be cumulative and not alternative.
Delay of Enforcement	We can delay enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.
Severability	Except as otherwise provided herein, if any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. ASSIGNMENT:

You may not assign, delegate, or otherwise transfer any of your rights, privileges, or obligations under this Agreement. Any attempt by you to assign, delegate, or transfer will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. Any person, company, or bank to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

15. CREDIT INVESTIGATION AND REPORTING:

You authorize us to make or have made any credit, employment and income, and investigative inquiries we deem appropriate related to your application for credit, this Account, and the collection of amounts owed on this Account. You agree that we have the right to obtain credit reports on you in connection with (1) your application for this Account, (2) any potential Credit Line increase and (3) as we deem reasonably necessary to maintain and collect this Account.

16. COMMUNICATIONS BETWEEN YOU AND US:

COMMUNICATIONS CONCERNING DISPUTED DEBTS	**ALL COMMUNICATIONS BY YOU TO US CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THE ACCOUNT, MUST BE SENT TO: PayPal Credit, P.O. Box 5018, Timonium, MD 21094.**
Notices & Customer Service	Except as provided in "COMMUNICATIONS CONCERNING DISPUTED DEBTS," you may send written notices, correspondence, inquiries, and questions concerning your Account to us at **PayPal Credit, P.O. Box 5138, Timonium, MD 21094**. You may also call our customer service department at 1-866-528-3733.
Consent to Communications	We and/or Bill Me Later, Inc. may contact you using postal mail, email, and/or telephone. If you provide us and/or Bill Me Later, Inc. your mobile phone number, you agree that we and/or Bill Me Later, Inc. may contact you at that number using autodialed or prerecorded calls or text messages to: (i) service your Account and other PayPal-branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. We and/or Bill Me Later, Inc. will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless we and/or Bill Me Later, Inc. receive your prior express written consent. We and/or Bill Me Later, Inc. may share your mobile phone number with service providers with whom we and/or Bill Me Later, Inc. contract to assist us and/or Bill Me Later, Inc. with the activities listed above, but we and/or Bill Me Later, Inc. will not share your mobile phone number with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply.
Monitoring & Recording	We and/or Bill Me Later, Inc. may monitor, tape, or electronically record our telephone calls with you, including any calls with our and/or Bill Me Later, Inc.'s customer service department, collection department, and any other department.
Emails	You consent to our/Bill Me Later, Inc. emailing you for any lawful purpose, including marketing. You may withdraw consent to us sending you commercial (marketing) emails by deselecting "PayPal Credit marketing" in the Notifications section of www.paypal.com (if you have a PayPal account) or by "unsubscribing" when we send you an email.

17. GOVERNING LAW, FORUM:

Governing Law	This Agreement has been accepted by us in the state of Utah, and all extensions of credit will be made by us in the state of Utah. Regardless of the state of your residence or the place where the Merchant is located, you agree that the provisions of this Agreement relating to interest, charges, and fees shall be governed by Federal law and construed in accordance with Federal law and, as made applicable by Federal law, the law of the state of Utah. Other terms and provisions shall be governed by and construed in accordance with applicable law of the state of Utah, without regard to principles of conflicts of law, except to the extent preempted, superseded, or supplemented by Federal law. Additionally, except to the extent preempted, superseded, or supplemented by Federal law and except as otherwise stated in this Agreement, the laws of the State of Utah, without regard to principles of conflict of laws, will govern any claim or dispute that has arisen or may arise between you and us.
Forum for Disputes	Except as otherwise agreed by the parties, in the event that the Agreement to Arbitrate in Section 18 below is found not to apply to you or to a dispute either as a result of your decision to opt-out of the Agreement to Arbitrate or by the arbitrator or a court order, you agree that any claim or dispute you may have against us must be resolved by a court located in Utah. You agree to submit to the personal jurisdiction of the courts located within Utah for the purpose of litigating all such claims or disputes.

18. AGREEMENT TO ARBITRATE:

IF YOU ARE COVERED BY THE PROTECTIONS OF THE MILITARY LENDING ACT, THIS AGREEMENT TO ARBITRATE DOES NOT APPLY TO YOU.

Please read this provision carefully. It affects your rights and will impact how legal claims you and we have against each other are resolved if you do not opt-out of this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, the terms “you” and “your” include any users, custodians, or beneficiaries of your Account, and the terms “we,” “us,” and “our” include any corporate parents, subsidiaries, affiliates, or related persons or entities, any predecessors and successors in interest, and Bill Me Later, Inc. and its affiliates.

Opt-Out Procedure	IF YOU ARE A NEW PAYPAL CREDIT USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU AGREE TO THE TERMS AND CONDITIONS FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO BILL ME LATER, INC., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 2211 NORTH FIRST STREET, SAN JOSE, CA 95131. For your convenience, we are providing an Opt-Out Notice form at https://www.paypal.com/us/webapps/mpp/ua/ppc-optout which you must complete and mail to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address, phone number, email address, and Account number of the Account 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 the Agreement to Arbitrate, all other parts of the Terms and Conditions 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.
You and We Agree to Arbitrate Disputes Between Us	If a dispute arises between you and us, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. If you have a concern, please contact us first at 1-866-528-3733 and we will do our best to resolve your concern to your satisfaction. **Unless you opt out of the Agreement to Arbitrate, you and we each agree to resolve any Claims (as defined below) in accordance with the provisions set forth in this Agreement to Arbitrate. Pursuant to this Agreement to Arbitrate, either you or we may require any Claims to be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Agreement to Arbitrate. The Agreement to Arbitrate shall survive the closing of your Account and/or the termination of the Terms and Conditions.**
Claims Subject to Arbitration	Either you or we may require the other party to arbitrate any and all disputes or claims between you and us, and/or any claims related in any way to the PayPal Credit product, including claims involving Bill Me Later, Inc. and its or the Lender's agents, employees, officers, directors, predecessors in interest, and successors and assigns (“Claim(s)”). This Agreement to Arbitrate is intended to be broadly interpreted. Claims include, but are not limited to: - Federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory; - Claims or disputes that arose before the effective date of the Terms and Conditions or any prior Terms and Conditions (including, but not limited to, claims relating to advertising, promotions, or disclosures); and - Claims or disputes that may arise after the termination of the Terms and Conditions.
Notice of Dispute	A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). You may download a form Notice at https://www.paypal.com/us/webapps/mpp/ua/ppc-notice-dispute. Any Notice to the Lender or Bill Me Later, Inc. should be sent to Bill Me Later, Inc., Attn: Litigation Department, Re: Notice of Dispute, 2211 North First Street, San Jose, CA 95131. We will send any Notice to you to the mailing address we have on file associated with your Account; it is your responsibility to keep your mailing address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the Claims the party is asserting and the relief sought. If you and we are unable to resolve the Claims described in the Notice within 30 days after the Notice is sent, you or we may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the website of the American Arbitration Association ("AAA") at www.adr.org.
Prohibition of Class and Representative Actions and Non-Individualized Relief	**YOU AND WE 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 WE 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 CREDIT USERS. THE ARBITRATOR MAY NOT AWARD INJUNCTIVE RELIEF THAT IS PRIMARILY OF THE BENEFIT OF THE GENERAL PUBLIC.**
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(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of these Terms and Conditions as a court would. All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of the subsection above entitled "Prohibition of Class and Representative Actions and Non-individualized Relief," shall be for a court of competent jurisdiction to decide. The arbitration will be conducted by the AAA under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is $10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator(s) requires otherwise. The arbitrator(s) will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different PayPal Credit users, but is/are bound by rulings in prior arbitrations involving the same PayPal Credit user to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any settlement offer made by you or us shall not be disclosed to the arbitrator.
Costs of Arbitration	Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is $10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted to the AAA in your Demand for Arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than $10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing arbitration from being prohibitive. In the event the arbitrator determines the Claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf that you otherwise would be obligated to pay under the AAA's rules.
Severability and Future Amendments to the Agreement to Arbitrate	With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief subsection above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief subsection above is invalid or unenforceable because it would prevent the exercise of a nonwaivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. If a court decides that any provision in the Prohibition of class and Representative Actions and Non-Individualized Relief subsection above is invalid or unenforceable with respect to a Claim, then this Agreement to Arbitrate shall not apply to that Claim. Notwithstanding any provision in the Terms and Conditions to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided in the Agreement to Arbitrate) in the future, that amendment shall not apply to any Claim that was filed in a legal proceeding against us prior to the effective date of the amendment. The amendment shall apply to all other disputes or Claims governed by the Agreement to Arbitrate. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.paypal.com at least 30 days before the effective date of the amendments and by providing mail notice. If you do not agree to these amended terms, you may close your Account within the 30 day period and you will not be bound by the amended terms.

19. BILLING RIGHTS NOTICE:

The following notice is required by Federal law. In this notice, "credit card purchases" means Purchases and Cash Advances made with this Account.

Your Billing Rights: Keep This Document For Future Use
This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at: **PayPal Credit, P.O. Box 5018, Timonium, MD 21094** or call customer service at 1-866-528-3733. If your PayPal Credit Account is linked to a PayPal Account, you can also communicate the error through the Resolution Center on www.paypal.com. If you write to us, in your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing by mail, through the Resolution Center on www.paypal.com (if you have a PayPal account), or by calling customer service at 1-866-528-3733*. You may email us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter
When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit line.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.
To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (*Note:* Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: **PayPal Credit, P.O. Box 5018, Timonium, MD 21094** or call customer service at 1-866-528-3733. If your PayPal Credit Account is linked to a PayPal account, you can also communicate through the Resolution Center on www.paypal.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.