

[PayPal](#)

Store Cash Terms and Conditions

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Store Cash (“Store Cash”) is a feature included in PayPal Marketing Solutions which allows merchants to provide a one-time discount or reward on an item(s) price or cart total when the user pays with PayPal and otherwise qualifies (in PayPal’s sole discretion). Designed to help drive conversions on your websites and mobile applications, increase total cart value, and/or drive traffic. Store Cash allows you to provide a one-time discount or reward to PayPal customers via:

- i. sending Store Cash emails or notifications to PayPal and its affiliates’ users who left a merchant’s website before completing a purchase;
- ii. placing and publishing Store Cash offers on certain of PayPal and its affiliates’ website pages and/or mobile applications (ex: static placements, push notifications, etc.), as well as in advertisements, and/or
- iii. providing the opportunity for user to register for Store Cash offers.

These Store Cash Terms and Conditions (“Terms”), together with the online [PayPal User Agreement](#) updated from time to time pursuant to its terms (“User Agreement” or “Agreement”), govern your (“Merchant”, “you”, “your”) use of the Store Cash feature. You agree to these Terms and authorize PayPal, Inc. (“we,” “us,” “our”) to use information collected through the PayPal Smart Payment Button, PayPal checkout products or PayPal Marketing Solutions tag operating on your websites and mobile applications, for the purposes of sending Store Cash to PayPal customers and providing you with aggregated Store Cash analytics.

1. **SETTING UP A STORE CASH CAMPAIGN**

You can set up a Store Cash campaign by visiting the Store Cash page found under the Marketing for Growth navigation menu in your PayPal account. Set your total redemption amount (“Campaign Budget”), configure your campaign segment, and choose the discount type (a set offer amount or a percentage off offer amount) to start your campaign (“Store Cash Offer Value”). Your Campaign Budget is the aggregate of the Store Cash Offer Value, exclusive of the Campaign Fee. The offer amount will be applied only to the purchase subtotal amount, excluding taxes, shipping, giftwrap, insurance, etc.; however, if you did/do not

enable line-item details to display on receipts when you configured your checkout integration, the offer will be applied to the total amount of the transaction, since no subtotal charges (such as taxes, shipping, coupons, and other additional charges) will be displayed. You can specify a minimum amount a customer must spend in order to get the offer.

A Store Cash campaign will be active until you disable it (“Store Cash Campaign Duration” or “Campaign Duration”). Each Store Cash will expire seven (7) calendar days after it has been sent to a PayPal user. You can disable your Store Cash campaign for future visitors at any time from your Store Cash results page. Should you disable a Store Cash campaign, you will still be required to honor all Store Cash offers sent to customers until their expiration date.

2. WHAT DATA DOES STORE CASH USE FROM YOUR WEBSITE OR MOBILE APPLICATION?

Store Cash uses visitor and PayPal customer data such as PayPal cookies (if present), browser version and type, device information, IP address, page impressions, clicks, URL information and product pages visited to send offers to PayPal customers who leave your websites or mobile applications before making a purchase. For advanced targeting, you can choose to share additional data, such as search terms used and purchase information that can improve the audience of your Store Cash campaign.

3. HOW WILL I BE CHARGED FOR MY STORE CASH CAMPAIGNS?

When a PayPal customer makes a purchase on your site using Store Cash, the offer amount will be deducted directly from each transaction amount, prior to funds settling to your PayPal account. Applicable PayPal fees are calculated from the total item price, prior to any Store Cash being applied by the customer.

4. HOW WILL PAYPAL USE MERCHANT MATERIALS?

If You, the Merchant, agree to set up a Store Cash campaign, you hereby grant PayPal and its affiliates and subsidiaries the limited, revocable, universe-wide, royalty-free, right and license to use, reproduce, display, and distribute (i) Merchant's name(s), logo(s), Marks, and Materials, for the purpose of inclusion in PayPal's and its affiliates' and subsidiaries' platforms, extensions, websites, mobile applications, advertisements, promotions, emails, notifications, as well as in various communications and media, in connection with the promotion of Merchant's business(s), products, or the Store Cash campaign. “Marks” means trademarks, including registered and common law trademarks, trade names, service marks, logos, copyrights, patents, domain names and designations owned, licensed, or used by the Merchant. “Materials” means website screen shots, product materials, and information (ex: product photos, descriptions, item numbers, SKUs, etc.) available on Merchant's website or gathered via in-store

transactions. Notwithstanding the foregoing, PayPal is not obligated to use any Merchant Marks or Materials in any form or manner, unless explicitly set forth by the Parties.

Merchant shall retain all right, title, goodwill, and interest in and to its Marks and Materials. PayPal's use of Merchant's Marks and Materials shall be in accordance with any brand guidelines and other instructions specified and delivered by Merchant to PayPal in writing. Merchant represents and warrants that (i) it has all necessary rights to authorize PayPal to use, display, and distribute its Marks and Materials as set forth herein; and (ii) its Marks, Materials, and its deliverables, if any, do not and shall not infringe upon, violate, or misappropriate any intellectual property right or any other right of any third party, including, without limitation, moral rights, rights of publicity and privacy, false light, defamation and all other legal rights.

Merchant agrees to indemnify, defend, and hold PayPal harmless from and against any and all third-party claims, losses, damages, costs, expense or liability (including but not limited to reasonable outside attorneys' fees) arising from PayPal's use of Merchant's Marks or Materials (provided the same are used as permitted by these Terms and in the form provided by Merchant).

If Merchant objects to any use by PayPal of its Marks or Materials, Merchant must provide PayPal written notice of its objection and immediately stop using the Services (defined below), unless otherwise approved by PayPal in writing. The rights granted in this Section shall terminate automatically upon the expiration or termination of these Terms, whichever occurs first, and at such time PayPal shall cease using Merchant's Marks and Materials, provided, however, that PayPal shall not be required to takedown or remove any Marks or Materials published by PayPal per the terms of these Terms prior to termination or expiration, unless specifically requested by Merchant in writing (email sufficing). PayPal reserves the right, at all times, to demand the removal of any of PayPal's Marks or Materials from any of Merchant's channels or any other use by Merchant of PayPal's Marks or Materials by providing written notice (email sufficing) to Merchant and Merchant agrees to remove the same within twenty-four (24) hours following receipt of any such notice from PayPal.

5. STORE CASH CAMPAIGN TERMS

0. **AVAILABILITY.** During the Store Cash Campaign Duration, PayPal will make the Store Cash Offer Value (as set by Merchant during campaign setup) available on purchases made at Merchant's point(s) of sale to certain of PayPal and its affiliates' and subsidiaries' users, as determined by PayPal in its sole discretion ("Qualifying PayPal Accounts"). Notwithstanding the foregoing, PayPal reserves the right to terminate any Store Cash campaign and/or Merchant's participation in the PayPal shopping services (the "Services") or any of its features, at its sole discretion.

1. **METHOD OF ADVERTISEMENT.** We will serve banner advertisement and/or send direct e-mails to PayPal customers who qualify for Store Cash.
2. **HONORING STORE CASH OFFERS.** You will honor all Store Cash offers sent to PayPal users until the offer expires per its terms, even when you decide to disable the Store Cash campaign.
3. **REQUIREMENTS AND LIMITATIONS.** Notwithstanding anything contained herein to the contrary, in order for a given Store Cash offer to be honored by PayPal, the purchase to which the Store Cash offers is applied must: (i) be made at Merchant's point of sale using PayPal; (ii) be made during the applicable Store Cash Campaign Duration and before the given Store Cash offer expires; and (iii) comply with any other terms and conditions communicated to the user by PayPal. PayPal shall not be obligated to honor any given Store Cash offer that does not comply with the terms of this Section. To the extent that Merchant provides any promotions, deals, offers, benefits, etc. other than the Store Cash offer, the same shall be the sole responsibility of Merchant, including, without limitation, funding and administration.
4. **SERVICES AND DATA USAGE.**
 0. To enable the capabilities of the Services, for the purposes of promoting the Store Cash campaign (including, without limitation, sending Store Cash communications to PayPal users), and to enable PayPal to provide Merchant with aggregated Store Cash analytics and insights, Merchant (i) agrees to integrate the tag or script provided by PayPal; and (ii) grants PayPal use of online and instore (if applicable) shopping activity data and such other information collected by PayPal and its affiliates (through the PayPal Smart Payment Button, PayPal checkout products, and any PayPal Marketing Solutions tag or other PayPal integration or script operating on Merchant's websites, mobile applications, or instore checkout applications) about users who visit Merchant's sites and locations, including but not limited to, user purchased products, SKUs, user clicks, shopping cart items, and search queries (collectively, "Shopping Data").
 1. Merchant agrees that PayPal may use de-identified/anonymous and/or aggregated Shopping Data and data collected by PayPal in connection with Merchant's use of the Services in PayPal marketing materials.
 2. Merchant shall provide its visitors and users with all necessary disclosures and obtain all necessary consents, as applicable, in connection with Merchant's data collection and sharing practices with PayPal, in Merchant's privacy policy or elsewhere on Merchant's websites and mobile applications.
 3. Merchant acknowledges and agrees that PayPal will not share its users' personal data with Merchant for the purposes of any Store Cash campaign, and all information provided to Merchant

regarding the performance of any Store Cash campaign will be in aggregate form. Merchant agrees not to attempt to circumvent any privacy features or attempt to identify any visitors or users through the use of any Store Cash campaign feature. Merchant agrees not to use any information provided by PayPal to target any visitors or users with marketing.

4. Promptly upon PayPal's reasonable request, Merchant agrees to provide PayPal feedback, including without limitation, information on the results of Merchant's use of the Services, as well as information that will help PayPal analyze the impact of the Store Cash campaign on overall sales prior to, during, and after the Store Cash campaign, and performance compared to other payment forms.
5. Merchant agrees not to (and shall not allow any third party to):
 - . Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services;
 - i. Modify, translate, or create derivative works based on the Services;
 - ii. Copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services;
 - iii. Use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party, other than end users of Merchant's sites; or
 - iv. Use data provided by the Services for identification of visitors or for marketing purposes.
6. By providing a data or product feed to PayPal, Merchant authorizes PayPal to query it at least once per day to get the most up to date Merchant Materials to display in the Services.
5. **FORCE MAJEURE.** If a Party is prevented from performing any or all of its obligations under these Terms by any act, event, omission, or condition beyond that Party's reasonable control (a "Force Majeure Event"), the affected Party shall give written notice to the other Party within five (5) business days of the occurrence of the Force Majeure Event and the affected Party shall be excused from such performance during, but not longer than, the continuance of such Force Majeure Event. Each Party shall bear its own costs arising from the Force Majeure Event and shall take all reasonable steps to find ways to perform its respective obligations despite the Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) consecutive days, the other Party may immediately terminate these Terms upon giving written notice to the affected Party.
6. **MISCELLANEOUS.** Each Party represent and warrants to the other that it (i) has, and shall retain all right, title and authority to enter into, and perform all of its obligations under these Terms and to grant any licenses or other rights granted hereunder; and (ii) shall comply with all applicable

laws, rules and regulations in connection with its obligations hereunder and in connection with all Store Cash campaigns and any deliverables. The Marketing Initiative services are provided “as is” and without implied warranties, including, without limitation, implied warranties of title, merchantability, fitness for a particular purpose, and noninfringement. Additionally, Merchant agrees that PayPal’s provision of integration assistance to Merchant is provided “as-is” and without any representation or warranty, whether express, implied or statutory. The Parties are dealing with each other as independent contractors. Nothing herein may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between Merchant, its affiliates, subsidiaries, representatives, or employees, on the one hand, and PayPal and its affiliates, subsidiaries, representatives, or employees, on the other hand. The Parties agree that, to the extent that the terms of these Terms conflict with the terms of the Agreement, the terms of these Terms shall control; notwithstanding the foregoing, to the extent that the terms in these Terms supplement, but do not conflict with, the Agreement they shall not be deemed to conflict. The Parties agree that all terms in the Agreement not amended hereby shall remain in full force and effect. If any provision or part of a provision in these Terms is held to be illegal, invalid, or unenforceable by a court or other decision-making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to give effect to the intention of the Parties, and the validity and enforceability of all other provisions in these Terms will not be affected or impaired. The Agreement and these Terms, including all its attachments, insertion orders, schedules, exhibits, guidelines, rules and other documents incorporated herein or therein by reference, contain the entire agreement between the Parties relating to the transactions contemplated hereby, and supersedes any and all prior agreements, understandings, representations, and statements between the Parties, whether oral or written. No modification, waiver, amendment, discharge, or change of these Terms shall be valid unless the same is in writing and signed by a duly authorized representative of both Parties. Neither Party may assign these Terms without the written consent of the other Party. Notwithstanding the foregoing, PayPal may assign its rights and obligations under these Terms and/or any Store Cash campaigns, in whole or in part, without Merchant’s permission and without requirement of notice, but only if to PayPal’s subsidiary or affiliate. These Terms are binding on the Parties hereto and their respective successors and permitted assigns.

7. **STORE CASH OFFERS FULFILLMENT.** PayPal will provide the initial fulfilment of the Store Cash offers funds by crediting the applicable Store Cash Offer Value to the Qualifying PayPal Account that redeems the Store Cash offer. The Store Cash Offer Value will be applied as part of the PayPal check-out process and will not be reflected in the purchase price on Merchant’s website. Thereafter, the Store Cash Offer Value will be

deducted directly from each transaction amount prior to funds settling to Merchant's PayPal account.

8. **CAMPAIGN FEE.** For the use of the Store Cash you agree to pay the fees ("Campaign Fees"), assessed and calculated by PayPal, as set out on the [Fees page](#). Campaign Fees are non-refundable.

When a PayPal customer makes a purchase on your site using Store Cash, the offer amount will be deducted directly from each transaction amount, prior to funds settling to your PayPal account. Additional fees normally associated with your use of the PayPal Services (as described in the PayPal User Agreement) also apply. We reserve the right to amend these Terms, including our fees, at any time in accordance with the [PayPal User Agreement](#).

9. **POST-FUNDING.** Notwithstanding anything contained herein to the contrary, if for whatever reason, any Store Cash Offer Value amounts and/or Campaign Fee did not get automatically deducted directly from each transaction prior to funds settling to Merchant's PayPal account, then the following shall apply:
 0. Merchant shall reimburse PayPal monthly as set forth in this Section for all outstanding Store Cash Offer Values and/or Campaign Fees;
 1. PayPal will provide Merchant with an invoice for the Store Cash Offer Value and Campaign Fees owed to PayPal. All invoiced amounts are due and payable to PayPal within thirty (30) days of the invoice date. The invoice shall include any applicable Store Cash Offer Value amounts and Campaign Fee calculations and the number of total transactions of the Store Cash Offers campaign that have been completed for the applicable month. PayPal reserves the right to invoice Merchant for any uncalculated/uncollected transactions and to amend invoices for up to 180 days following the end of the Store Cash Offers Period.

For the sake of clarity, PayPal transaction fee refund rules are governed by the Agreement.

11. **CAMPAIGN CONCLUSION.** Upon expiration or termination of the Store Cash campaign, each Party shall promptly cease all related activities, except that Merchant shall pay PayPal, within thirty (30) days, for any Campaign Fee and Store Cash Offer Value amounts due and owing to PayPal, if any, prior to the effective date of expiration/termination, and PayPal shall cease the Store Cash offers campaign; however, PayPal shall not be required to takedown or remove any Marks or Materials which were previously published by PayPal per the terms of these Terms prior to its expiration/termination. Merchant agrees to honor all Store Cash offers sent to PayPal users during the Store Cash Campaign Duration and prior to the

Store Cash campaign's expiration/termination until each such previously sent Store Cash offer expires per its terms.

12. **COMPLIANCE AND SERVICES FUNCTIONALITY.** Merchant represents and warrants that (i) it shall use the Services only in compliance with the rights granted hereunder and that such use, as well as all Merchant sites, comply with all applicable laws, policies, and regulations in all relevant jurisdictions, including without limitation, relating to the information Merchant provides to PayPal for Store Cash offers about Merchant's visitors and users; and (ii) the Merchant sites are not malicious. Merchant agrees that it is solely liable for all Merchant sites. The Parties will use commercially reasonable efforts to (i) maintain the Services in a manner which minimizes errors and interruptions in the Services, and (ii) promptly correct all Services defects. PayPal does not warrant that the Services will be uninterrupted or error free, as issues may arise, including but not limited to, as a result of Merchant's integration.
13. **ADDITIONAL LIMITATION OF LIABILITY.** In addition to any limitations of liability set forth in the Agreement, PayPal's total liability to Merchant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in connection with this Store Cash campaign shall in no case exceed the amount of the aggregate of the Store Cash Offer Campaign Budget utilized and Campaign Fee actually received by PayPal from Merchant under these Terms prior to the date on which the claim arose.