

Acceptable Use Policy

United States

To read agreements for a different country or region, [change your location](#).

By accessing or using the payment processing services (the "Payment Services") provided by Braintree, a division of PayPal, Inc. ("Braintree," "us," "we"), you agree to comply with the terms and conditions of this Acceptable Use Policy.

[1] Restricted Activities

You may not use the Payment Services in connection with any product, service, transaction or activity that involves:

- a. Violates any law or government regulation, or promotes or facilitates such by third parties;
- b. Violates any rule or regulation of Visa, Mastercard, American Express, Discover, JCB, Diners Club card, China UnionPay or any other electronic funds transfer network (each, a "Card Network");
- c. Is fraudulent, deceptive, unfair or predatory;
- d. Causes or threatens reputational damage to us or any Card Network;
- e. Involves any of the business categories listed in Section 2; or
- f. Results in or creates a significant risk of chargebacks, penalties, damages or other harm or liability.

[2] Certain Business Categories

You may not use the Payment Services in connection with any product, service, transaction or activity that involves:

1. age restricted products or services
2. aggregation or factoring, whether licensed or unlicensed
3. airlines (exceptions apply if you get our prior written approval)
4. bail bonds
5. bankruptcy lawyers
6. bidding fee auctions
7. business or investment opportunity sales
8. chain letters
9. check cashing, wire transfers or money orders

10. collection agencies
11. counterfeit goods or any product or service that infringes upon the copyright, trademark or trade secrets of any third party
12. credit card and identity theft protection
13. credit counseling, repair or protection services, or mortgage consulting or reduction services
14. cruise lines
15. currency exchanges or dealers
16. decryption and descrambler products designed to circumvent intellectual property rights or protections, including mod chips
17. door-to-door sales
18. drug paraphernalia
19. embassies, foreign consulates or other foreign governments
20. essay mills
21. evading card association chargeback monitoring programs
22. extended warranties
23. real estate purchases with no money down
24. flea markets
25. fortune tellers
26. gambling (including but not limited to lotteries, Internet gaming, contests, sweepstakes, or offering of prizes as an inducement to purchase goods or services) (exceptions apply in some countries/regions and if you get our prior written approval)
27. "get rich quick" schemes
28. human hair, fake hair or hair-extensions
29. loan modifiers
30. mail-order brides
31. marijuana dispensaries and related businesses
32. membership subscriptions > 1 year (exceptions apply if you get our prior written approval)
33. money transmitters or money service businesses
34. multi-level marketing or pyramid schemes
35. negative response marketing
36. offering substantial rebates or special incentives to the cardholder subsequent to the original purchase
37. online or other non-face-to-face pharmacies or pharmacy referral services
38. online or other non-face-to-face tobacco or e-cigarette sales
39. personal computer technical support (exceptions apply if you get our prior written approval)
40. prepaid phone cards, phone services or cell phones
41. pseudo pharmaceuticals
42. products/services that promote hate, violence, harassment or abuse, if illegal
43. quasi-cash or stored value
44. securities brokers
45. sexually-oriented or pornographic products or services

46. sharing cardholder's data with another merchant for payment of up-sell or cross-sell products or services
47. shipping or forwarding brokers
48. social media activity sales (such as sales of Twitter followers, Facebook likes or Youtube views)
49. sports forecasting or odds making
50. prescription drugs, illegal drugs or substances designed to mimic illegal drugs
51. telecommunications equipment and telephone sales
52. telemarketing
53. timeshares
54. tour operators (exceptions apply if you get our prior written approval)
55. travel agencies or travel clubs (exceptions apply if you get our prior written approval)
56. virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world
57. weapons and munitions
58. entertainment venues including but not limited to nightclubs, bars
59. pre-payment services

[3] Actions by Braintree

If, in our sole discretion, we believe that you may have engaged in any violation of this Acceptable Use Policy, we may (with or without notice to you) take such actions as we deem appropriate to mitigate risk to Braintree and any impacted third parties and to ensure compliance with this Acceptable Use Policy. Such actions may include, without limitation:

- a. Blocking the settlement or completion of one or more payments;
- b. Suspending, restricting or terminating your access to and use of the Payment Services;
- c. Terminating our business relationship with you, including termination without liability to Braintree of any payment service agreement between you and Braintree;
- d. Taking legal action against you;
- e. Contacting and disclosing information related to such violations to (i) persons who have purchased goods or services from you, (ii) any banks or Card Networks involved with your business or transactions, (iii) law enforcement or regulatory agencies, and (iv) other third parties that may have been impacted by such violations; or
- f. Assessing against you any fees, penalties, assessments or expenses (including reasonable attorneys' fees) that we may incur as a result of such violations, which you agree to pay promptly upon notice.

[4] Amendments

This Acceptable Use Policy may be amended by Braintree at any time by posting a new version of it to our website. By accessing or using the Payment Services after a new version is posted, you agree to all amendments reflected therein.

Last revised: November 8, 2017