

Amazon Services Europe Business Solutions Agreement

Last updated: ~~December 6, 2018~~ [\[16 August 2019\]](#)

The version of this Agreement in English is the definitive legal version. Translations into [German](#), [French](#), [Italian](#), [Spanish](#) and [Chinese \(中文\)](#) are available for your ease of reference only.

General Terms

Welcome to **Amazon Services Europe Business Solutions**, a suite of optional seller services including [Selling on Amazon](#), [Fulfilment by Amazon](#) ~~and [Sponsored Ads](#)~~, [Sponsored Ads](#) and [Selling Partner API](#).

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND AMAZON SERVICES EUROPE S.A R.L (THE "AGREEMENT"). BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND ~~PROGRAMME POLICIES~~ [PROGRAM POLICIES](#) FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH A PARTICULAR AMAZON SITE.

As used in this Agreement, "we," "us," and "Amazon" means the Amazon company named in the applicable Service Terms and "you" means the applicant (if registering for or using a Service as an individual), or the business the applicant is employed by or represents (if registering for or using a Service as a business). Capitalised terms have the meanings listed in the [Definitions](#) below. If there is any conflict between these General Terms and the applicable Service Terms ~~and Program Policies~~, the [General Terms will govern and the applicable Service Terms will govern](#) ~~and~~ [prevail over the Program Policies](#).

1. Enrolment

To begin the enrolment process, you must complete the registration process for one or more of the Services. By registering for or using the Services you confirm that you did not rely on any oral or written representations made by employees of Amazon and/or any of its affiliates and that you chose the service based on your own due diligence and consideration. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, a particular Amazon Site Country may not allow minors to use the Services). As part of the

application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. ~~We may at any time cease providing any or all of the Services at our sole discretion and without notice, as well as any other information we may request. Any personal data you provide to us will be handled in accordance with Amazon's Privacy Notice.~~

2. Service Fee Payments

Fee details are described fully in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise. To use a Service, you must provide ~~us~~ Amazon Payments Europe s.c.a. (“APE”) or Amazon Payments UK Limited (“APUK”) with valid credit card information from a credit card or credit cards accepted by Amazon (**“Your Credit Card”**). You will use only a name you are authorized to use in connection with a Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorize ~~us~~ APE or APUK (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit any of your payment account(s) held with APE and/or APUK, where applicable, for any sums payable by you to us (in reimbursement or otherwise). If you registered for Selling on Amazon before December 14, 2018 and have not yet received an APUK Account Confirmation Notice, all payments to you will be made in accordance with the APE User Agreement. If you registered for Selling on Amazon on or after December 14, 2018 or have received an APUK Account Confirmation Notice, all payments to you in relation to the UK Amazon Site will be made in accordance with the APUK User Agreement and all payments to you in relation to the DE Amazon Site, the ES Amazon Site, the FR Amazon Site and/or the IT Amazon Site will be made in accordance with the APE User Agreement. In addition to charging payable sums to Your Credit Card, ~~we may~~ you authorize APE or APUK to choose instead ~~choose~~ to either (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

3. Term and Termination

The term of this Agreement will start on the date of your completed registration for use of a Service and continue until terminated by us or you as provided below (the “Term”). ~~We may terminate or suspend this Agreement or any Service immediately by notice to you for any reason at any time. You may terminate this Agreement or any Service for any reason at any time by the means then specified by Amazon. Termination or suspension of a Service will not terminate or suspend any other Service whether on the same or different Amazon Site unless explicitly provided. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 15, 16, 17 and 19 will survive termination. Any terms~~

~~that expressly survive according to the applicable Service Terms will also survive termination.~~ Selling Service and continue until terminated by us or you as provided below. You may at any time terminate your use of any Selling Service immediately on notice to us via Seller Central, email, the Contact Us Form, or similar means. We may terminate your use of any Services or terminate this Agreement for convenience with 30 days' advance notice. We may suspend or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or (c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Amazon's legitimate interest. We will promptly notify you of any such termination or suspension via email or similar means including Seller Central, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (d) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and (e) Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 15 and 17 of these General Terms survive.

4. Licence

You grant us a royalty-free, non-exclusive, worldwide, ~~perpetual, irrevocable~~ right and licence ~~to use, reproduce, perform, display (public communication), distribute, adapt, modify, re-format, create~~ for the duration of your original and ~~exploit derivative works of, and otherwise commercially or non-commercially exploit in any manner,~~ intellectual property rights to use, any and all of Your Materials for the Services or other Amazon product or service, and to sublicense the foregoing rights to our affiliates and operators of Amazon Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your ~~Trademarks~~ Materials (provided you are unable to do so using standard functionality made available to you via the applicable Amazon Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

5. Representations

~~You represent~~ Each party represents and ~~warrant to us~~ warrants that: (a) if ~~you are it is~~ you are it is a business, ~~you are it is~~ you are it is duly organized, validly existing and in good standing under the laws of the territory in which ~~your the~~ your the business is registered; (b) ~~you have it has~~ you have it has all requisite right, power and authority to

enter into this Agreement and perform ~~your~~ obligations and grant the rights, licences and authorizations ~~you grant~~ hereunder; (c) any information provided or made available by ~~you or your affiliates~~ one party to Amazon or its affiliates is accurate and complete, and ~~you~~ will promptly update such information as necessary to ensure it at all times remains accurate and complete, (d) ~~you and your financial institution(s) are~~ it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority and (e) ~~you and all of your subcontractors, agents and suppliers~~ it will comply with all applicable Laws in ~~your~~ performance of ~~your~~ obligations and exercise of ~~your~~ rights under this Agreement.

6. Indemnification

~~You release us and agree to~~ 6.1 Your indemnification obligations. You will defend, indemnify, ~~defend~~ and hold harmless ~~us, our affiliates (and their~~ Amazon, and our officers, directors, employees, and agents), against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, ~~attorneys'~~ attorneys' fees) (each, a "Claim") arising from or related to: (a) your ~~actual or alleged breach of any obligations in this Agreement~~ non-compliance with applicable laws; (b) ~~any sales channels owned or operated by you, Your~~ Your Products ~~(, including the offer, sale, fulfillment~~ (except with respect to those of Your Products ~~that are fulfilled using the Fulfilment by Amazon Service, if any~~ FBA service), refund, cancellation, return, or adjustments thereof), ~~Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing,~~ and any personal injury, death ~~(to the extent the injury or death is not caused by Amazon),~~ or property damage related thereto; ~~or~~ (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes. ~~You will use counsel reasonably satisfactory to us to~~ or duties, or the failure to meet tax registration obligations or duties; or (d) actual or, based on specific indications, alleged breach of any representations you have made.

6.2 Amazon's indemnification obligations. Amazon will defend each indemnified, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third-party Claim. If at any time we reasonably determine that arising from or related to: (a) Amazon's non-compliance with applicable laws; or (b) allegations that the operation of an Amazon store infringes or misappropriates that third party's intellectual property rights.

6.3 Process. If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable law, take control of the defense voluntarily intervene in the proceedings at our expense. You ~~No party may not~~ consent to the entry of any judgment or enter into any settlement of an indemnified Claim without ~~our~~ the prior written consent of the other party, which may not

be unreasonably withheld-; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

~~7.~~ **Disclaimer**

- ~~8.~~ THE AMAZON SITES AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS IS." AS A USER OF THE SERVICES, YOU USE THE AMAZON SITES, THE SERVICES AND SELLER CENTRAL OR ANY ONLINE PORTAL OR TOOL PROVIDED BY AMAZON TO HELP YOU PARTICIPATE IN THE SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (1) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS OR OPERATIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AMAZON SITES OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, OR COMPLETION OF ANY ORDER OR TRANSACTION. SOME JURISDICTIONS' LAWS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, IN WHICH CASE THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU, AND WE AND OUR AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUIET ENJOYMENT.
- ~~9.~~ BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES AMAZON (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

~~10.7.~~ **Limitation of Liability**

~~WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, DELICT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR INDIRECT DAMAGES SUCH AS COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OPERATIONS OR TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.~~

Both parties are only liable for damages suffered as a result of willful misconduct or gross negligence. In case of minor negligence, the parties are only liable for (a) injury to life, body, or health; or (b) foreseeable typically occurring damages resulting from the breach of a fundamental contractual obligation.

9.8. Insurance

If the gross proceeds from sales of Your products processed through the Fulfilment by Amazon Service exceed the applicable Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term public third party liability insurance in connection with each Amazon Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with such Amazon Site, including products liability and bodily injury, with policy (ies) naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance evidencing the **coverage required by this Section 98** to the following address: *Amazon Services Europe S.à r.l., 38 avenue John F. Kennedy, L-1855 Luxembourg, Attn: Risk Management*; and with a copy to: *c/o Amazon, P.O. Box 81226, Seattle, WA 98108- 1226, USA, Attention: Risk Management.*

10.9. Tax Matters

Your use of Services is subject to Amazon's tax policies listed under the Program Policies. You will comply with any applicable tax laws and fulfill all obligations to the tax authorities in a timely and complete manner.

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes together with the filing of all relevant returns, such as VAT and Intrastat returns and issuing VAT invoices/credit memos where required. Amazon is not responsible for collecting, remitting or reporting any VAT or other taxes arising from such sale. Unless stated otherwise, any and all fees payable by you pursuant to this Agreement are exclusive of all value added, sales, use and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, sales, use or similar taxes from you, you will pay such taxes to us.

If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

11.10. Self-billing

In the event that we purchase any of Your Products, you agree that Amazon may issue self-billed invoices on your behalf for the period from the date on which you have agreed to allow Amazon to buy Your Products until the date on which this Agreement is terminated by us or you. Self-billed invoices will contain any information that we determine is required to issue a VAT-compliant invoice under the applicable Law. Amazon may retain this information and use it as required by Law. You must notify us immediately if you (i) are aware of any additional information that needs to be provided to the self-billed invoices to comply with the applicable Law, (ii) cease to be registered for VAT, or (iii) change your VAT registration number. Self-billed invoices will be issued in the currency of the applicable Amazon Site(s). Each self-billed invoice will be considered accepted if you do not reject it within 30 days from the date of issue. You agree to not raise separate sales invoices for the transactions covered by a self-billed invoice.

12.11. Confidentiality and Personal Data

During the course of your use of the Services, you may receive ~~information relating to us or to the Services including, but not limited to Amazon Transaction Information, that is not known to the general public (“Confidential Information”)~~. You agree that for the term of the Agreement and 5 years after termination: (a) all Confidential Information will remain Amazon’s exclusive property except for customer personal data owned by the respective customer; (b) you and your affiliates will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party except as required to comply with the law; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. ~~You may not issue any press release or make any public statement; and (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will~~

delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. You may only use the Amazon Mark as defined in and according to the Trademark Usage Guidelines available in Seller Central; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

We act as a data controller of any customer personal data collected via the Services. You are controllers of the customer personal data that are strictly necessary to fulfill orders and may not use any such customer personal data (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Generally, you may not use such data in any way inconsistent with applicable law. You must keep customer personal data confidential at all time (the above 5 years' term limit does not apply to customer personal data).

13.12. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

14.13. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Amazon is not an auctioneer, neither is it an intermediary between the buyer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any Person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions of this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and relying customers or sellers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

15. Use of Amazon Transaction Information.

~~You will not, and will cause your affiliates not to, directly or indirectly: (a) disclose or convey any Amazon Transaction Information (except you may disclose this information as necessary for you to perform your obligations under this Agreement and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Amazon Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product that has not yet been delivered or fulfilled with the intent to collect any amounts in connection therewith, to influence such Person to make an alternative purchase, or to harass such Person; (d) disparage us, our affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an Amazon Site user. In addition, you may only use tools and methods that we designate to communicate with Amazon Site users regarding Your Transactions, including for the purpose of scheduling or cancelling the delivery or fulfilment of Your Products. The terms of this Section 15 do not prevent you from using other information that you acquire without reference to Amazon Transaction Information for any purpose, even if such information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Amazon Site user.~~

16.14. **Suggestions and Other Information**

If you or any of your affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Amazon Site or Service (including any related Technology), ~~we will be free to use, disclose, reproduce, modify, licence, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner you will, to the extent necessary and authorized by law, irrevocably grant to us, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights.~~ In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

17.15. **Modification**

~~We may amend any of the terms and conditions contained in this Agreement (including the Service Terms and Programme Policies) at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central or on the applicable Amazon Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Agreement will be posted for at least 30 days. Changes to Programme Policies may be made without notice to you. You should refer regularly to Seller Central to understand the current Agreement and Programme Policies and to be sure that the items you offer for sale can be sold via the applicable Service. YOUR~~

~~CONTINUED USE OF A SERVICE AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.~~

We will provide at least 15 days' advance notice in accordance with Section 17 for changes to the Agreement.

However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification in accordance with Section 17.

Your continued use of the Services after the effective date of any change to this Agreement in accordance with this Section 15 will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Services and to end the Agreement as described in Section 3.

~~18.16.~~ **Password Security**

Any password we provide to you may be used only during the Term to access Seller Central (or other tools we provide) to use the Services, electronically accept Your Transactions, and review your completed Transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account or Seller Central in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

~~19.17.~~ **Miscellaneous**

The laws of the Grand Duchy of Luxembourg govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any dispute relating in any way to your use of the Services or this Agreement will be adjudicated in the courts of the district of Luxembourg City, Luxembourg ~~(a) non-exclusively if you are not registering for the Services as a business (as set forth in the General Terms) and (b) exclusively if you are registering for the Services as a business (as set forth in the General Terms).~~non-exclusively. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Amazon, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction;, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee

~~is deemed substituted for Amazon as the party to this Agreement.~~ Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. ~~We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our affiliates. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.~~

Amazon retains the right to immediately halt any Transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable [ProgrammeProgram](#) Policies.

The authentic language of this Agreement and subsidiary or associated documentation is English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation will prevail. ~~You agree we may communicate with you in English during the term of this Agreement.~~

~~We will send all notices and other communications regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your programme application or within Seller Central, or by any other means then specified by Amazon. Amazon will provide notice to you under this Agreement by posting changes on Seller Central or on the applicable Amazon Services site to which the changes relate (such as the Marketplace Developer site accessible through your account), by sending you an email notification, or by similar means. You must send all notices and other communications relating to Amazon to our Selling Partner Support team via Seller Central, email, the Contact Us form, or similar means.~~ We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications ~~regardless of any “E-mail Preferences” (or similar preferences or requests) you may have indicated on the applicable Amazon Site, on Seller Central, or by any other means.~~ You may change your e-mail addresses by updating your information in Seller Central. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate. ~~You must send all notices and other communications relating to Amazon to us by using the applicable Contact Us form.~~

~~This Agreement incorporates and you hereby accept the applicable Service Terms and the applicable Programme Policies, which Amazon may modify from time to time. In the event of any conflicts between the Programme Policies and this Agreement, the Programme Policies will prevail.~~ If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement, together with the APE User Agreement and the APUK User Agreement, represents the entire agreement between the parties with respect to the Services and related subject matter described

herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Amazon Associated Properties" means any website, device, service, feature, or other online point of presence, or any type of media, other than an Amazon Site, through which any Amazon Site, and/or products or services available on any of them, are syndicated, offered, merchandised, advertised or described.

"Amazon Site" means, as applicable, the DE Amazon Site, FR Amazon Site, IT Amazon Site, ES Amazon Site and/or the UK Amazon Site.

"Amazon Site Country" means the applicable one of the following:

- Germany (if the Amazon Site is the DE Amazon Site),
- France (if the Amazon Site is the FR Amazon Site),
- Italy (if the Amazon Site is the IT Amazon Site),
- Spain (if the Amazon Site is the ES Amazon Site),
- United Kingdom and Channel Islands (if the Amazon Site is the UK Amazon Site).

~~**"Amazon Transaction Information"** means, collectively, Order Information, and any other data or information acquired by you or your affiliates from Amazon or its affiliates, or otherwise as a result of the Agreement, the purchases or transactions contemplated hereby or the parties' performance hereunder.~~

"APE User Agreement" has the meaning set forth in the Selling on Amazon Service Terms.

"APE" means Amazon Payments Europe s.c.a.

"APUK Account Confirmation Notice" means, if you registered for Selling on Amazon before December 14, 2018 the notice provided to you in Seller Central that Your APUK Selling on Amazon payment account has been opened.

"APUK User Agreement" has the meaning set forth in the Selling on Amazon Service Terms.

"APUK" means Amazon Payments UK Limited.

~~**Confidential Information"** means information relating to us, to the Services or Amazon customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services, data derived from the Services except for data (other than customer personal data) arising~~

from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

"Content" means copyrightable works under applicable Law and content protected by database rights.

"DE Amazon Site" means that website, the primary home page of which is identified by the URL www.amazon.de, and any successor or replacement website.

"ES Amazon Site" means that website, the primary home page of which is identified by the URL www.amazon.es, and any successor or replacement website.

"Excluded Products" means, as applicable, the products or items set forth in Seller Central in the [Category, Product and Content Restrictions for the DE Amazon Site](#); the [Category, Product and Content Restrictions for the FR Amazon Site](#); the [Category, Product and Content Restrictions for the IT Amazon Site](#); the [Category, Product and Content Restrictions for the ES Amazon Site](#); and the [Category, Product and Content Restrictions for the UK Amazon Site](#).

"FR Amazon Site" means that website, the primary home page of which is identified by the URL www.amazon.fr, and any successor or replacement website.

"Insurance Limits" means the applicable one of the following:

- Five Hundred Thousand Euros (€500,000) (if the Amazon Site is the DE Amazon Site, the FR Amazon Site or the IT Amazon Site or the ES Amazon Site),
- Four Hundred Thousand British Pounds (£400,000) (if the Amazon Site is the UK Amazon Site).

"Insurance Threshold" means the applicable one of the following:

- Five Thousand Euros (€5,000) (if the Amazon Site is the DE Amazon Site, the FR Amazon Site, the IT Amazon Site or the ES Amazon Site),
- Four Thousand British Pounds (£4,000) (if the Amazon Site is the UK Amazon Site).

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"IT Amazon Site" means that website, the primary home page of which is identified by the URL www.amazon.it, and any successor or replacement website.

"Law" means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.

"Local Currency" means the applicable one of the following:

- Euros (if the Amazon Site is the DE Amazon Site, the FR Amazon Site, the IT Amazon Site or the ES Amazon Site),
- British Pounds (if the Amazon Site is the UK Amazon Site).

"Order Information" means, with respect to any of Your Products sold through an Amazon Site, the order information and shipping information that we provide or make available to you.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

~~**"Programme Policies"** means all terms, conditions, policies, guidelines, rules and other information on the applicable Amazon Site or on Seller Central, including those shown on the "Policies and Agreements" section of Seller Central or elsewhere in the "Help" section of Seller Central (and, for purposes of the Fulfilment by Amazon Service, specifically including the [FBA Guidelines](#)).~~

" Program Policies" means all policies and program terms provided on the [Program Policies page](#).

"Sales Proceeds" means the gross sales proceeds paid by buyers via the applicable Amazon Site in the course of any of Your Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

"Seller Central" means the online portal and tools made available by Amazon to you, for your use in managing your orders, inventory and presence on a particular Amazon Site or any other online point of presence.

"Service" means each of the following services that Amazon makes available on one or more of the Amazon Sites: the Selling on Amazon Service; the Fulfilment by Amazon Service; Sponsored Ads, and any related services we make available.

"Service Terms" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for or use the applicable Service and any subsequent modifications we are permitted to make to those terms.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars,

data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under any Laws.

"UK Amazon Site" means that website, the primary home page of which is identified by the URL www.amazon.co.uk, and any successor or replacement website.

"Your Materials" means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items or information provided or made available by you or your affiliates to Amazon or its affiliates.

"Your Product" means any product or service that you: (a) have offered through the Selling on Amazon Service; (b) have fulfilled or otherwise processed through the Fulfilment by Amazon Service; or (c) have made available for advertising by you through the Sponsored Ads Service.

"Your Sales Channels" means all sales channels and other means through which you or any of your affiliates offer or sell products, other than physical stores.

"Your Taxes" means any and all value added, sales, use, excise, import, export and other taxes and duties assessed, incurred or required to be collected or paid for any reason (i) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services, (ii) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange, or (iii) otherwise in connection with any action, inaction or omission of you or your affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange . Also, as it is used in the Fulfilment by Amazon Service Terms, this defined term also means any of the types of taxes mentioned above that are imposed on or collectible by Amazon or any of its affiliates in connection with or as a result of (a) the storage of inventory, packaging, Your Products and other materials owned by you and stored by Amazon; or (b) the fulfilment, shipping, gift wrapping or other actions by Amazon to Your Products pursuant to the Fulfilment by Amazon Service Terms.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through an Amazon Site.

Selling on Amazon Service Terms

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to list certain products and services for sale directly via the Amazon Sites. Selling on Amazon is operated by Amazon Services Europe S.à r.l.

These Selling on Amazon Service Terms are part of the Amazon Services Europe Business Solutions Agreement ("**Business Solutions Agreement**"), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. Unless defined in these Selling on Amazon Service Terms (including the [Selling on Amazon Definitions](#)), all capitalized terms have the meanings given them in the Business Solutions Agreement. **THE TERMS OF THE AMAZON PAYMENTS EUROPE – SELLING ON AMAZON USER AGREEMENT ("APE USER AGREEMENT") BETWEEN YOU AND AMAZON PAYMENTS EUROPE S.C.A. WILL GOVERN THE PAYMENT PROCESSING SERVICE PROVIDED TO YOU BY APE IN CONNECTION WITH YOUR TRANSACTIONS THROUGH THE SELLING ON AMAZON SERVICE WHICH YOU REGISTER FOR OR USE IN CONNECTION WITH THE DE AMAZON SITE, THE ES AMAZON SITE, THE FR AMAZON SITE AND/OR THE IT AMAZON SITE AND, IF YOU REGISTERED FOR SELLING ON AMAZON BEFORE DECEMBER 14, 2018 AND HAVE NOT YET RECEIVED AN APUK ACCOUNT CONFIRMATION NOTICE, THE UK AMAZON SITE. IF YOU REGISTERED FOR SELLING ON AMAZON ON OR AFTER DECEMBER 14, 2018 OR HAVE RECEIVED AN APUK ACCOUNT CONFIRMATION NOTICE, THE TERMS OF THE AMAZON PAYMENTS UK – SELLING ON AMAZON USER AGREEMENT ("APUK USER AGREEMENT") BETWEEN YOU AND AMAZON PAYMENTS UK LIMITED WILL GOVERN THE PAYMENT PROCESSING SERVICE PROVIDED TO YOU BY APUK IN CONNECTION WITH YOUR TRANSACTIONS THROUGH THE SELLING ON AMAZON SERVICE ON THE UK AMAZON SITE. YOU ARE SUBJECT TO THE TERMS OF THE APE USER AGREEMENT AND/OR THE APUK USER AGREEMENT (AS APPLICABLE) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT.**

S-1. Your Product Listings and Orders

S-1.1 Products and Product Information. You will, in accordance with applicable [ProgrammeProgram](#) Policies, provide ~~in the format we require~~ accurate and complete Required Product Information for each product or service that you make available to be listed for sale through any Amazon Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and the offer and subsequent sale of any of the same on any Amazon Site comply with all applicable Laws (including all minimum age, marking and labelling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable [ProgrammeProgram](#) Policies), defamatory or obscene materials, and do not violate any third party's copyright, trademark, design, database or other rights. You declare that Your Products were not produced, manufactured, assembled, or packaged by forced, prison or child labour. You

may not provide any information for, or otherwise seek to list for sale on the Amazon Sites, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on any Amazon Site. For each item you list on any of the Amazon Sites, you will provide to us the state or country from which the item ships.

S-1.2 Product Listings; Merchandising; Order Processing. We will list Your Products for sale on a particular Amazon Site on the applicable Selling on Amazon Launch Date, and conduct merchandising and promote Your Products ~~as determined by us~~ in accordance with the Business Solutions Agreement (including via the Amazon Associated Properties or any other functions, features, advertising, or ~~programmes~~ programs on or in connection with the applicable Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds relating to sales made on the DE Amazon Site, the ES Amazon Site, the FR Amazon Site and/or the IT Amazon Site will be credited to Your APE Selling on Amazon payment account, in accordance with the APE User Agreement. If you registered for Selling on Amazon before December 14, 2018 and have not received an APUK Account Confirmation Notice, Sales Proceeds relating to sales made on the UK Amazon Site will be credited to Your APE Selling on Amazon payment account, in accordance with the APE User Agreement. If you registered for Selling on Amazon on or after December 14, 2018 or have received an APUK Account Confirmation Notice, Sales Proceeds relating to sales made on the UK Amazon Site will be credited to Your APUK Selling on Amazon payment account, in accordance with the APUK User Agreement.

S-1.3 Shipping and Handling Charges. For those of Your Products sold on or through an Amazon Site that are not fulfilled using Fulfilment by Amazon, you will determine shipping and handling charges, if applicable, via and subject to our standard functionality and categorizations for the Amazon Site and further subject to any shipping and handling charge ~~Programme Policies for such Amazon Site, except that, with respect to products offered by sellers on the Individual selling plan, we will determine the shipping and handling charges (and you will accept the charges as payment in full for your shipping and handling of such products).~~ Program Policies for such Amazon Site. For those of Your Products that are fulfilled using Fulfilment by Amazon, please refer to the Fulfilment by Amazon Service Terms.

~~**S-1.4 Credit Card Fraud.** We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop and/or cancel orders of Your Products if we ask you to do so (provided that if you have transferred Your Products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). You will refund any customer (in accordance with Section S-2.2) that has been charged for an order that we stop or cancel.~~

S-2. Sale and Fulfilment, Refunds and Returns

S-2.1 Sale and Fulfilment. Other than as described in the Fulfilment by Amazon Service Terms (if you use the Fulfilment by Amazon Service), for each Amazon Site for which you [decide to](#) register or use the Selling on Amazon Service, you will: (a) source, sell, fulfil, ship and deliver Your Products that are not fulfilled using the Fulfilment by Amazon Service, and source and sell Your Products that are fulfilled using Fulfilment by Amazon, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Business Solutions Agreement, and all terms provided by you and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (c) retrieve Order Information at least once each business day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order (which terms and conditions will be in accordance with the Business Solutions Agreement) or as may be required under the Business Solutions Agreement; (e) ship and fulfil Your Products throughout the Amazon Site Country (except to the extent prohibited by Law or the Business Solutions Agreement); (f) provide to Amazon information regarding shipment, fulfilment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products and services made available for listing for sale hereunder; (i) include an order-specific packing slip within each shipment of Your Products, and, if applicable, any tax invoices; (j) identify yourself as the seller of the product on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (k) ~~except as set forth in Section 15,~~ not send customers emails confirming orders, shipments or fulfilment of Your Products (except that to the extent Your Products qualify for payment at a time other than when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us). For those of Your Products that are fulfilled using Fulfilment by Amazon, if any, the Fulfilment by Amazon Service Terms will apply to the storage, fulfilment and delivery of such Products.

S-2.2 Cancellations, Returns and Refunds. For all of Your Products that are not fulfilled using Fulfilment by Amazon, you will accept and process cancellations, returns, refunds and adjustments in accordance with these Service Terms and the Amazon Refund Policies and [ProgrammeProgram](#) Policies for the applicable Amazon Site published at the time of the applicable order and we may inform customers that these policies apply to Your Products. Except as otherwise set forth in the [ProgrammeProgram](#) Policies, you will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions. You will route all such payments through APE in respect of sales made on the DE Amazon Site, the ES Amazon Site, the FR Amazon Site and/or the IT Amazon Site and, if you registered for Selling on Amazon before December 14, 2018 and have not received an APUK Account Confirmation Notice, the UK Amazon Site. If you registered for Selling on Amazon on or after December 14, 2018 or have received an APUK Account Confirmation Notice, you will route all such payments in respect of

sales made on the UK Amazon Site through APUK. For all of Your Products that are fulfilled using Fulfilment by Amazon, the Amazon Refund Policies published at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises.

S-3. Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls. You are responsible for any non-performance, non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which Amazon Payments Europe s.c.a. is responsible under Section 3.1 of the APE User Agreement or for which Amazon Payments UK Limited is responsible under Section 3.1 of the APUK User Agreement; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification. Notwithstanding the previous sentence, for those of Your Products that are fulfilled using Fulfilment by Amazon, if any, the Fulfilment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, as well as any other safety concerns related to, any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products or other products provided in connection with Your Products. If we determine that the performance of your obligations under this Agreement may result in returns, claims, disputes, violations of our terms or policies, or cause any other risks to Amazon or third parties, then we ~~will have sole discretion to may~~ mitigate them including ~~the right to determine by determining~~ whether a customer will receive a refund, adjustment or replacement for any of Your Products for as long as we determine any related risks to Amazon or third parties persist.

S-3.2 A-to-z Guarantee.

If we inform you that we have received a claim under the “A-to-z Guarantee” offered on a particular Amazon Site or any other dispute ~~(relating to the offer, sale or fulfillment of Your Product(s) (other than a chargeback), concerning one of Your Transactions, you will deliver to us within three (3) have 30 days after request by us: (to appeal our decision of the claim. If we find that a) proof of delivery or fulfilment of Your Product(s) (claim, chargeback, or dispute is your responsibility, you (i) will not take recourse against the customer, and (ii) are responsible for reimbursing APE or APUK (as applicable); (b) the applicable Amazon order identification number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you and displayed on the applicable Amazon Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the claim or dispute is not caused by: (y) credit card fraud for which Amazon Payments Europe s.c.a. is responsible under Article 3.1 of the APE User Agreement or) for which Amazon Payments UK Limited is responsible under Article 3.1 of the APUK User Agreement; or (z) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse~~

~~Amazon Payments Europe s.c.a. or Amazon Payments UK Limited (as the case may be) the amount of paid by the customer purchase (including the Purchase Price, all associated taxes and shipping and handling charges and all taxes, but excluding any associated Referral Fees (that we retained as defined in Section S-5) retained and not subject to refund by Amazon)4), and all other fees and expenses associated with the original transaction (such as credit card association, bank or other, payment processing, re-presentment and/ or penalty fees associated with the original purchase) and any chargeback related chargebacks or refund, in each case refunds to the extent paid or payable by us or our affiliates.~~

S-4. ~~Parity with Your Sales Channels~~

~~Subject to this Section S-4, you are free to determine which of Your Products you wish to list for sale on a particular Amazon Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on any Amazon Site by ensuring that at the Selling on Amazon Launch Date for any Amazon Site and thereafter: (a) customer service for Your Products Site is at least as responsive and available and offers at least the same level of support as the most favourable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment related issues on Your Transactions); and (b) the Content, product and service information and other information under Section S-1.1 regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected customers by making appropriate refunds to them in accordance with Section S-2.2.~~

S-5.—Compensation

You hereby irrevocably authorise ~~us~~ APE or APUK to debit Your APE Selling on Amazon payment account and/or Your APUK Selling on Amazon payment account and pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; and (c) the non-refundable Selling on Amazon Subscription Fee to cover the cost of registering your Selling on Amazon seller account and the ongoing costs of maintaining it. The Selling on Amazon Subscription Fee is payable in advance for each month (or for each transaction, if applicable) during the term of this Agreement. **“Selling on Amazon Subscription Fee”** means the fee specified as such on the applicable Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (x) **“Sales Proceeds”** has the meaning set out in the **Business Solutions Agreement**; (y) **“Variable Closing Fee”** means the applicable fee, if any, as specified on the applicable Amazon Site and (z) **“Referral Fee”** means the applicable percentage of the Sales Proceeds from Your Transaction through the applicable Amazon Site specified on the Amazon Site at the time of Your Transaction, based on the categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in each of the following two cases: (i) in the case of Your Transactions that consist solely of products fulfilled using Fulfilment by Amazon, and (ii) for sellers on the Individual selling plan, in the case of Your Transactions that consist solely of Media Products. Except as provided otherwise, all monetary amounts contemplated in these Service

Terms will be expressed in the Local Currency, and all payments contemplated by this Agreement will be charged in the Local Currency.

All taxes or surcharges imposed on fees payable by you to us or our affiliates will be your responsibility.

S-6. Control of Site5. Amazon's Websites and Services.

~~Notwithstanding any provision of this Agreement, we will have Amazon has the right in our sole discretion to determine, the design, content, appearance, design, functionality, availability and appropriateness of its websites, selection, and any product or listing in the Amazon Stores, and all other aspects of the Amazon Sites and the each Selling on Amazon Service (, including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to, any your use of the same. Amazon Site and the Selling on Amazon Service and any element, aspect, portion or feature thereof (including any product listings), from time to time) and to delay or suspend listing of, or to refuse to list, or to de-list, or to require you not to list any or all products on any or all Amazon Sites in our sole discretion.~~

S-7. Effect of Termination

~~Upon termination may assign any of these Selling on Amazon Service Terms in connection with a particular Amazon Site, all rights and obligations of the Parties under these Service Terms with regard to such Amazon Site will be extinguished, except that the rights and obligations of the Parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Termrights or delegate any of its responsibilities.~~

S-86. Tax Matters

In addition to the General Terms, you agree that, ~~unless otherwise agreed by Amazon in advance in writing,~~ the price stated by you for Your Products is inclusive of any VAT, customs duty, excise tax or other tax that you may be required to ~~remi~~be remitted in connection with such sale, unless otherwise provided in any Program Policy or otherwise agreed by Amazon in advance in writing.

Without prejudice to the generality of the foregoing:

(a) If you are a business that is established in a European Union country and you provide us with your valid VAT registration number used for intra-EU transactions, VAT will not be charged by Amazon on the fees under these Service Terms provided you are not established in Luxembourg, and did not supply a VAT registration number issued by the Luxembourg authorities. You hereby give the following warranties and representations, namely: (i) that the VAT registration number you submit to Amazon belongs to the business you operate, and that business is established in one of the European Union countries; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the VAT registration number you submit

to Amazon; and (iii) that the VAT registration number and all other information provided by you is true, accurate and current, and you will immediately update any such information held by Amazon in case of any changes.

(b) If you are in business and established in a European Union country, but you do not have a VAT registration number issued by one of the European Union countries, then you will be able to provide Amazon with other evidence that you are in business. Acceptable evidence is a copy of a recent corporate tax return or an official document issued by a government agency proving that you are in business. Once your evidence is reviewed and accepted by Amazon, VAT will not be charged by Amazon on the fees hereunder provided you are not established in Luxembourg. You hereby give the following warranties and representations, namely: (i) that the evidence you submit to Amazon belongs to the business you operate, and that business is established in one of the European Union countries; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the evidence you submit to Amazon; and (iii) that the evidence and all other information provided by you is true, accurate and current and you will immediately update any such information held by Amazon in case of any changes.

(c) Amazon reserves the right to request additional information and to confirm the validity of any seller account information (including without limitation your VAT registration number) from you or government authorities and agencies as permitted by law and you hereby irrevocably authorise us to request and obtain such information from such government authorities and agencies. Further, you agree to provide any such information to us upon request.

(d) We reserve the right to charge you any applicable unbilled VAT if you provide a VAT registration number or evidence of being in business that is determined to be invalid.

(e) If you are a business that is established in a European Union country and you provide us with a valid VAT registration number that was issued to you by a European Union country or provide evidence of being in business, you agree to accept electronic VAT invoices in a format and method of delivery as determined by us.

(f) If you are a business that is established in Switzerland or Liechtenstein and provide us with a VAT registration number, you agree to accept electronic VAT invoices in a format and method of delivery as determined by us.

Selling on Amazon Definitions

"Amazon Refund Policies" means the return and refund policies published on a particular Amazon Site and applicable to products sold by Amazon EU S.à r.l. via such Amazon Site.

"Estimated Ship Date" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability

information in such inventory/product data feed or that Your Product is in a product category that Amazon designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

"Media Product" means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, and/or other media product in any format, including any subscription therefor, sold through an Amazon Site.

"Purchase Price" means the total gross amount payable or paid by a buyer for Your Product (including taxes and customs duties).

"Required Product Information" means, with respect to each of Your Products in connection with a particular Amazon Site, the following (except to the extent expressly not required under the applicable [ProgrammeProgram](#) Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and EAN/UPC numbers and other identifying information as Amazon may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Amazon from time to time); (d) categorization within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Amazon image guidelines and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and EAN/UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; (p) the state or country Your Products ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products).

"Selling on Amazon Launch Date" means the date on which we first list one of Your Products for sale on a particular Amazon Site.

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.

"Street Date" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"URL Marks" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.uk, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

"Your Transaction" is defined in the Business Solutions Agreement; however, as used in these Service Terms, it means any and all such transactions through Selling on Amazon only.

Fulfilment by Amazon Service Terms

Fulfilment by Amazon ("FBA") provides fulfilment and associated services for Your Products. FBA is operated by Amazon Services Europe S.à r.l.

These FBA Service Terms are part of the Amazon Services Europe Business Solutions Agreement ("**Business Solutions Agreement**"), and, unless specifically provided otherwise, concern and apply only to your participation in FBA. BY REGISTERING FOR OR USING FBA, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](#) AND THESE FBA SERVICE TERMS. Unless defined in these FBA Service Terms, all capitalized terms are as defined in the Business Solutions Agreement. You expressly agree that Amazon may engage its affiliate(s) or a third party in order to complete one or more of the fulfilment and associated services outlined below.

F.1. Your Products

Once you are accepted into FBA, you must apply to register each product you sell that you wish to include in the FBA [programmeprogramme](#) in connection with a particular Amazon Site. You may not include any product in the FBA [programmeprogram](#) which is a FBA Excluded Product for any Amazon Site you wish to register your product with. We may refuse registration in FBA of any product in connection with any Amazon Site, including on the basis that it is an FBA Excluded Product or that it violates applicable [ProgrammeProgram](#) Policies. You may at any time withdraw registration of any of Your Products from FBA in connection with any Amazon Site.

F.2. Product and Shipping Information

You will, in accordance with applicable [ProgrammeProgram](#) Policies, provide ~~in the format we require~~ accurate and complete information about Your Products registered in FBA, and will provide Fulfilment Requests for any Units fulfilled using FBA that are not sold through the Amazon Site ("**Multi-Channel Fulfilment Units**"). You will promptly update any information about Your Products in accordance with our requirements and as necessary so that the information is at all times accurate and complete.

F.3. Shipping to Amazon

F.3.1. Except as otherwise provided in [Section F-5](#), for each Amazon Site(s) you register Units in connection with, such Units will be delivered to customers in such Amazon Site Countries only. You will ship Units to us in accordance with applicable [ProgrammeProgram](#) Policies for the particular Amazon Site Your Products are registered in connection with. You will ensure that: (a) all Units are properly packaged for protection against damage and deterioration during shipment and storage; (b) terms of freight "C.I.P. (Carriage and Insurance Paid) Destination" for domestic Amazon Site Country origin and "D.D.P. (Delivery Duty Paid) Destination" for non-domestic Amazon Site Country origin; and (c) all Units comply with Amazon's labelling and other

requirements. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance). You will prepay all such shipping costs and Amazon will not pay any shipping. You are responsible for payment of all customs, duties, taxes and other charges. In the case of any improperly packaged or labelled Unit, we may return the Unit to you at your expense (pursuant to [Section F-7](#)) or re-package or re-label the Unit and charge you a corresponding administrative fee.

F.3.2. You will not deliver to us, and we may refuse to accept, any shipment ~~of~~ any Unsuitable Unit.

F-3.3 If you ship Units from outside the EU to fulfilment centres, you will list yourself as the importer/consignee and nominate a customs broker. If Amazon is listed on any import documentation, Amazon reserves the right to refuse to accept the Units covered by the import documents and any costs assessed against or incurred by Amazon will be collected from Your Credit Card or Your Bank Account, APE Selling on Amazon payment account, APUK Selling on Amazon payment account, deducted from amounts payable to you, or by other method at our election.

F.4. Storage

We will provide storage services as described in these FBA Service Terms once we confirm receipt of delivery. We will keep electronic records that track inventory of Units by identifying the number of Units stored in any fulfilment centre. We will not be required to physically mark or segregate Units from other inventory units (e.g., products with the same Amazon standard identification number) owned by us, our affiliates or third parties in the applicable fulfilment centre(s). If we elect to commingle Units with such other inventory units, both parties agree that our records will be sufficient to identify which products are Units. We may move Units among facilities. If there is a loss of or damage to any Units while they are being stored, we will, ~~as your sole remedy,~~ compensate you in accordance with the [FBA Guidelines for the applicable Amazon Site](#). ~~Compensation in accordance with the FBA Guidelines is our total liability for any duties or obligations that we or our agents or representatives may have and is your only right or remedy.~~ If we compensate you for a Unit, we will be entitled to dispose of the Unit pursuant to Section F-7. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the Units of Your Product(s) specified by you for such shipment; or (c) waive, limit, or reduce any of our rights under this Business Solutions Agreement. We reserve the right to ~~impose, and change from time to time,~~ scheduling restrictions and volume limitations on the delivery and storage of your inventory in the fulfilment centres [in accordance with Section 15](#), and you will comply with any of these restrictions or limitations.

F.5. Fulfilment

As part of our fulfilment services, we will ship Units from the inventory of Your Products in connection with a particular Amazon Site to the shipping addresses in the applicable Amazon Site Country included in valid customer orders, or submitted by you as part of a Fulfilment Request. We may ship Units together with products purchased from us and/or other sellers, including any of our affiliates. We also may ship Units separately that are included in a single Fulfilment Request. If you participate in our export fulfilment services in connection with a particular Amazon Site, we will also ship Your Products that we determine to be eligible (each, a "**Foreign-Eligible Product**") to Foreign Addresses within countries we determine to be eligible for foreign shipments, subject to the additional terms on foreign shipments in the [FBA Guidelines for the applicable Amazon Site](#).

F.6. Customer Returns

F.6.1. You will be responsible for and will accept and process returns of, and provide refunds and adjustments for, any Multi-Channel Fulfilment Units in accordance with this Business Solutions Agreement (including the applicable [ProgrammeProgram](#) Policies).

F.6.2. We will receive and process returns of any Amazon Fulfilment Units in accordance with the terms of your Seller Agreement, these FBA Service Terms and the [ProgrammeProgram](#) Policies for the applicable Amazon Site. All Sellable Units registered in connection with a particular Amazon Site that are also Amazon Fulfilment Units and that are properly returned will be placed back into the inventory of Your Products in the FBA [ProgrammeProgram](#) for such Amazon Site. We may fulfil customer orders for Your Products in connection with a particular Amazon Site with any Amazon Fulfilment Units returned in connection with such Amazon Site. Except as provided in [Section F-7](#), you will retake title of all Units that are returned by customers.

F.6.3. Subject to [Section F-7](#) we will, at your direction, either return or dispose of any Unit that is returned to us by a customer and that we determine is an Unsuitable Unit as provided in [Section F-7](#). Without limitation of our rights under [Section F-7.13](#), we may elect to return or dispose of that Unsuitable Unit.

F.6.4. If Amazon receives a customer return of a Multi-Channel Fulfilment Unit, you will direct us to return or dispose of the Unit at your own cost failing which we may dispose of the Unit as provided in [Section F-7](#).

F.6.5. You will be responsible for all VAT and Intrastat obligations as result of any returns.

F.7. Returns to You and Disposal

F.7.1. Subject to [Section F.7.5.](#), you may, at any time, request that Units be returned to you or that we dispose of Units.

F.7.2. We may [with notice](#) return any Units (including Unsuitable Units) to you ~~for any reason~~, including upon termination of these Service Terms. Returned Units will be sent to your shipping

address designated by you in accordance with the Business Solutions Agreement (including the applicable ~~Programme~~Program Policies). However, if (a) the designated address we have for you in connection with a particular Amazon Site is outdated, incorrect or outside the applicable territory, (b) you have not provided or, upon our request, confirmed a designated shipping address, or (c) if we cannot make arrangements for you to pay for the return shipment, then the Unit(s) will be deemed abandoned and we may elect to dispose of them in our sole discretion as appropriate based on the inventory (for example, by selling, recycling, donating, or destroying it) and retain any proceeds we may receive from the disposal.

F.7.3 We may dispose of any Unsuitable Unit (and you will be deemed to have consented to our action): ~~(i)~~ immediately if we determine ~~in our sole discretion~~ that (i) the Unit creates a safety, health or liability risk to Amazon, our personnel or any third party; ~~(ii) you have engaged in fraudulent or illegal activity; or (iii) we have cause to terminate your use of Services with immediate effect pursuant to Section 3 and are exposed to liability towards a third party;~~ or (b) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days (or as otherwise specified in the applicable ~~Programme~~Program Policy) after we notify you that its removal is required, for instance because your use of FBA is suspended or terminated or your seller account is suspended, terminated or closed. In addition, you will reimburse us for any damages incurred including any expenses we incur in connection with any Unsuitable Units.

F.7.4. You may, at any time, request that we dispose of Units. ~~We~~In this case, we may dispose of ~~any Unit we are entitled to dispose of in these Units as appropriate based on the manner we prefer inventory (for example, by selling, recycling, donating, or destroying it).~~ Title to each disposed Unit will transfer to us (or a third party we select such as a charity) at no cost to us as necessary for us, free and clear of any liens, claims, security interests or other encumbrances to the extent required to dispose of the Unit, and we ~~will~~may retain ~~all any~~ proceeds, ~~if any, received we may receive~~ from the disposal ~~of any Unit.~~

F.7.5. You will promptly notify us of any recalls or threatened recalls of any of Your Products and cooperate and assist us in connection with any recalls, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your affiliates incur in connection with any recall or threatened recall of any of Your Products (including the costs to return, store, repair, liquidate or deliver to you or any vendor any of these products).

F.8. Reporting

You are responsible for the Intrastat reporting of both dispatch and arrivals on the intra-community shipment of Units to and from Amazon fulfilment centres.

F.9. Customer Service

F.9.1. For Multi-Channel Fulfilment Units we will have no customer service obligations other than to pass any inquiries to your attention at the contact you provide, and to make available a

reasonable amount of information regarding the status of the fulfilment of Your Products if you request it and if and to the extent we possess the requested information. You will ensure that all of your policies and messaging to your customers regarding shipping of Your Products and other fulfilment-related matters, reflect our policies and requirements, including with regard to shipping methods, returns and customer service; and, you will conspicuously display on your website(s), in emails or in other media or communications any specific disclosures, messaging, notices, and policies we require.

F.9.2. We will be responsible for ~~and have sole discretion regarding~~ all customer service issues relating to packaging, handling and shipment and customer returns, refunds and adjustments related to Amazon Fulfilment Units. We will ~~have the right to~~ determine whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfilment Unit and ~~to we will~~ require you to reimburse us where we determine you have responsibility in accordance with the Business Solutions Agreement (including these Service Terms and the ~~Programme Policies for the applicable Amazon Site~~). Program Policies for the applicable Amazon Site). We will promptly notify you when you are responsible for a customer refund. You may appeal if you disagree with our finding within thirty (30) days after our notification, in addition to your right to request that Units be returned to you under section F.7.1. Except as provided in this Section F-9 regarding any Amazon Fulfilment Units, customer service will be handled as set forth in your Seller Agreement. You will be responsible for VAT related customer service enquiries including but not limited to pricing and VAT, VAT invoices and credit memos.

F.9.3.

In situations relating to Amazon Fulfilment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents or contractors, we will, ~~as your sole and exclusive remedy~~ and at our option: (a) for any Amazon Fulfilment Unit (i) ship a replacement Unit to the customer and pay you the applicable Replacement Value (as described in the FBA Guidelines for the applicable Amazon Site) for the replacement Unit, or (ii) initiate a refund to the customer on your behalf and pay you the Replacement Value for the Unit; or (b) for any Multi-Channel Fulfilment Unit, pay you the Replacement Value for the Unit (and you will, at our request, provide us a valid tax invoice for the Replacement Value paid to you). Any customer refund will be initiated in accordance with the Selling on Amazon Service Terms. Notwithstanding the Selling on Amazon Service Terms, we will be entitled to charge you for the applicable fees payable to us under the Selling on Amazon Service Terms and these Service Terms, respectively. Except as expressly provided in this Section F-9.3 you will be responsible for all costs associated with any replacement or return.

F.9.4. If we provide a replacement Unit or refund as described in Section F-9.3 to a customer and that customer returns the original Unit to us, we will be entitled to dispose of the Unit pursuant to Section F-7, or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with Section F-6. If we do put it back into your inventory, you will reimburse us for the Replacement Value of the returned Unit. Any replacement Unit shipped by

us under these Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the applicable Amazon Site in accordance with the Business Solutions Agreement, the APE User Agreement and/or the APUK User Agreement, and your Seller Agreement, and will be subject to all terms and conditions applicable thereto.

F.10. Compensation

F.10.1. Fees. You will pay us the applicable fees set forth in the [FBA Fee Schedule for the DE Amazon Site](#), the [FBA Fee Schedule for the FR Amazon Site](#), the [FBA Fee Schedule for the IT Amazon Site](#), [FBA Guidelines for the ES Amazon Site](#) and the [FBA Fee Schedule for the UK Amazon Site](#). You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at the fulfilment centre and is available for fulfilment by Amazon (or in the case of any Unsuitable Unit, the arrival day (up to midnight)), until the earlier of: (a) the day (up to midnight) we receive a valid customer order for such product or a request from you to return or dispose of the Unit; or (b) the day (up to midnight) we actually ship the Unit to your designated return location or dispose of the Unit. You hereby ~~irrevocably~~ authorise us to debit Your credit card, Your APE Selling on Amazon payment account and/or Your APUK Selling on Amazon payment account for any amounts due to us under these Service Terms.

F.10.2. Shipping and Gift Wrap. For any Amazon Fulfilment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfil through the FBA ~~Programme~~[Program](#). As between you and us, these charges will be your tax inclusive charges to the customer, and we will report them to you. We will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. You acknowledge and agree that you are responsible to account for any applicable VAT on the shipping and gift wrap charges to customer.

F.10.3. Proceeds. We may [as appropriate](#) keep [part of or](#) all proceeds of any Units that we [are entitled to](#) dispose of [pursuant to section F.7 above](#), or to which title transfers, including returned, damaged or abandoned Units. You will have no security interest, lien or other claim to the proceeds that we receive in connection with the sale, fulfilment and/or shipment of these Units.

F.10.4. Taxes on Fees Payable to Amazon. In regard to these Service Terms you can provide a VAT registration number or evidence of being in business if you do not have a VAT registration number. If you are VAT registered, or in business but not VAT registered, you give the following warranties and representations:

(a) all services provided by Amazon to you are being received by your establishment under your designated VAT registration number; and

(b) (i) the VAT registration number, or the evidence of being in business, you submit to Amazon belongs to the business you operate; (ii) that all Transactions regarding the services will be business-related transactions made by the business associated with the VAT registration number, if evidence of being in business, you submit to Amazon; (iii) that the VAT registration number, or evidence of being in business, and all other information provided by you is true, accurate and current and you will immediately update any such information held by Amazon in case of any changes.

Amazon reserves the right to request additional information and to confirm the validity of any your account information (including without limitation your VAT registration number) from you or government authorities and agencies as permitted by law and you hereby irrevocably authorize Amazon to request and obtain such information from such government authorities and agencies. Further, you agree to provide any such information to Amazon upon request. Amazon reserves the right to charge you any applicable unbilled VAT if you provide a VAT registration number, or evidence of being in business, that is determined to be invalid. VAT registered sellers and sellers who provide evidence of being in business agree to accept electronic VAT invoices in a format and method of delivery as determined by Amazon.

All taxes or surcharges imposed on fees payable by you to Amazon will be your responsibility.

F.11. Indemnity

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4 ~~regardless of whether such Unit is the actual item you originally sent to us~~), including any personal injury, death or property damage; ~~(b) the shipment, export or delivery of Your Products to Foreign Addresses (including with respect to any classification data and other information provided by you to us in connection therewith, and notwithstanding any rights we have under Section F-5 or any certifications we may make in connection with the shipment, export or delivery of Your Products)~~; and, if applicable ~~(eb)~~ any sales, use, value added, personal property, gross receipts, excise, franchise, business or other taxes or fees, or any customs, duties or similar assessments (including penalties, fines or interest on any of the foregoing) imposed by any government or other taxing authority in connection with the shipment of Foreign-Eligible Products to Foreign Addresses (collectively, “**Foreign Shipment Taxes**”).

F.12. Release

~~You hereby, on behalf of yourself and successors, subsidiaries, affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, through, under or in concert with them (collectively, the “**Releasing Parties**”), irrevocably acknowledge full and complete satisfaction of and hereby unconditionally and irrevocably release and forever fully discharge Amazon and each of its affiliates, and any and all of their predecessors, successors,~~

~~and affiliates, past and present, as well as each of their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under or in concert with any of them (collectively, the "Released Parties"), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, "Losses") which the Releasing Parties now own or hold or at any time heretofore have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to the shipment, export or delivery of Your Products to Foreign Addresses, including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses, whether in contract; warranty; tort; delict; (including negligence; product liability; any type of civil responsibility; or other theory) or otherwise, against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for these FBA Service Terms, which the Releasing Parties are giving up by agreeing to these FBA Service Terms. It is your intention in agreeing to these FBA Service Terms that these FBA Service Terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them.~~

~~F.13. Disclaimer~~

~~IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE BUSINESS SOLUTIONS AGREEMENT, WE HEREBY DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS.~~

~~F.14. Effect of Termination~~

~~Your termination rights are set out in Section 3 of the Business Solutions Agreement. Following any termination of the Business Solutions Agreement or these FBA Service Terms in connection with a particular Amazon Site, we will, as directed by you, return to you or dispose of the Units registered in connection with such Amazon Site as provided in Section F-7. If you fail to direct us to return or dispose of the Units within thirty (30) days (or as otherwise specified in the applicable ProgrammeProgram Policy) after termination, then we may elect to return and/or dispose of the Units in whole or in part, as provided in Section F-7, and you will be deemed agree to have consented to our such action. Upon any termination of these FBA Service Terms in connection with a particular Amazon Site, all rights and obligations of the parties under these FBA Service Terms with regard to such Amazon Site will be extinguished, except that the rights and obligations of the parties under Sections F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-~~

12, F-13 and F-1413 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

F.1513. Tax Matters

You understand and acknowledge that storing Units at the fulfilment centres may create a tax presence for you in the applicable territory in which the Site Fulfilment Centre is located, and you will be solely responsible for any taxes owed as a result of such storage. If any Foreign Shipment Taxes or Your Taxes are assessed against us as a result of performing services for you in connection with the FBA [ProgrammeProgram](#) or otherwise pursuant to these FBA Service Terms, you will be responsible for such Foreign Shipment Taxes and Your Taxes and you will indemnify and hold Amazon harmless from such Foreign Shipment Taxes and Your Taxes as provided in Section F-11 of these FBA Service Terms. You acknowledge and agree that you are responsible for preparing and filing any applicable dispatch or arrival Intrastat returns. You acknowledge that under certain circumstances some ship to addresses in the applicable Amazon Site Country may not be charged VAT. You acknowledge that you are responsible to handle any requests for refunds of VAT on shipments to these addresses where appropriate.

F.1614. Additional Representation

In addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labeling and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labour or by convict or forced labour; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws (including any Law in the countries where Units are produced or delivered, regarding the operation of their facilities and their business and labour practices, including working conditions, wages, hours and minimum ages of workers); and (f) that all Foreign-Eligible Products (i) can be lawfully exported from the applicable Amazon Site Country without any licence or other authorization, and (ii) can be lawfully imported into, and comply with all applicable Laws of, any Eligible Country.

FBA Definitions

"**Amazon Fulfilment Units**" means Units fulfilled using FBA that are sold through any of the Amazon Sites.

"**FBA Excluded Product**" means, with respect to any Amazon Site you register Units in connection with, any Unit that is an Excluded Product, or is otherwise prohibited by the applicable [Programme Policies.Program Policies](#).

"Foreign Address" means any mailing address that is not within the applicable Amazon Site Country.

"Fulfilment Request" means a request that you submit to us (in accordance with the standard methods for submission prescribed by us) to fulfil one or more Multi-Channel Fulfilment Units.

"Multi-Channel Fulfilment Units" has the meaning in [Section F-2](#).

"Sellable Unit" means a Unit that is not an Unsuitable Unit.

"Seller Agreement" means the Selling on Amazon Service Terms, the Professional Seller Addendum, any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to list and sell certain products and services via a particular Amazon Site.

"Shipping Information" means with respect to any purchased Unit(s), the following information: the name of the recipient, the shipping address, the quantity of Units to be shipped, and any other shipping-related information we may reasonably request.

"Site Fulfilment Centre(s)" means the fulfilment centre(s) designated or used by Amazon to store and fulfil Units in connection with a particular Amazon Site.

"Unit" means a unit of Your Product that you deliver to Amazon in connection with the FBA [ProgrammeProgram](#) in connection with a particular Amazon Site.

"Unsuitable Unit" means a Unit: (a) that is defective, damaged, unfit for a particular purpose, or lacking required label(s); (b) the labels for which were not properly registered with Amazon before shipment or do not match the product that was registered; (c) that is an FBA Excluded Product or does not comply with the Agreement (including applicable Service Terms and [ProgrammeProgram](#) Policies); (d) that Amazon determines is unsellable or unfulfillable; or (e) that Amazon determines is otherwise unsuitable.

Sponsored Ads Service Terms

Sponsored Ads, including Amazon Sponsored Products (“**Sponsored Ads**”), is a Service that allows you to advertise Your Products on Amazon Network Properties. Until September 30th 2018 the Sponsored Ads Service is operated by Amazon Services Europe S.à.r.l. As of October 1st, 2018 the Sponsored Ads Service is operated by the applicable Sponsored Ads Contracting Party.

These Sponsored Ads Service Terms are part of the Amazon Services Europe Business Solutions Agreement (“**Business Solutions Agreement**”), but, unless specifically provided otherwise, concern and apply only to your participation in Sponsored Ads. BY REGISTERING FOR OR USING SPONSORED ADS, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](#) AND THESE SPONSORED ADS SERVICE TERMS. Unless defined in these Sponsored Ads Service Terms (including the [Sponsored Ads Definitions](#)), all capitalised terms have the meanings given them in the Business Solutions Agreement.

C-1. Sponsored Ads

Your Ads may be displayed on any Amazon Network Properties as we determine. We do not guarantee that Your Ads will be placed on or made available through any Amazon Network Property, nor do we guarantee Your Ads will appear in any particular position or rank. Notwithstanding any provision of this Agreement, we have the right in our sole discretion to restrict, modify or otherwise determine the content, appearance, design, functionality and all other aspects of Yours Ads (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to, Your Ads and any element, aspect, portion or feature thereof), and to remove any of Your Ads without notice. Subject to any applicable provisions of the Business Solutions Agreement or any Seller Agreement, as between you and us, you will be responsible for all obligations, risks and other aspects pertaining to the sale of any of Your Products referred to in Your Ads, including without limitation order processing, order fulfilment, returns, refunds, recalls, misdelivery, theft, customer service, and collection of transaction taxes. In addition, you are solely responsible for (including as to all obligations, risks, liabilities and other aspects related to): all ad content, URLs and any other information you submit to us in connection with Your Ads, and the websites and/or other properties to which Your Ads direct users (other than the Amazon Site).

We may use mechanisms that rate, or allow users to rate, Your Products and/or your performance, and we may make these ratings and feedback publicly available. We may use any means we determine necessary to review and monitor Your Ads including using automated software and other methods to cache, crawl, spider, analyze and examine websites and other properties related to Your Ads to improve our service and ad quality.

C-2. Product Information

You will, in accordance with applicable [ProgrammeProgram](#) Policies, provide, in the format we require, accurate and complete information for each of Your Ads. You will update such information as necessary to ensure it at all times remains accurate and complete. You will not provide any information for, or otherwise seek to advertise for sale on any Amazon Network Property, any products that are unlawful or are otherwise prohibited by our [ProgrammeProgram](#) Policies. You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials you submit in connection with Your Ads, and to sublicense the foregoing rights.

C-3. Sponsored Ads Requirements

Using the highest industry standards, you will treat users and customers who link to Your Products via any of Your Ads with courtesy and respect during all stages of the buying process and resolve to our and their satisfaction in a timely and professional manner any related customer service matters we or these users or customers bring to your attention. You will ensure that Your Materials and your advertisement, offer and subsequent sale of Your Products comply with all applicable Laws and [ProgrammeProgram](#) Policies, including the Content Guidelines and Product Restrictions. You will not, directly or indirectly, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with your participation in Sponsored Ads, including: (a) sending multiple listings of identical products in the same feed or sending multiple feeds under different accounts; (b) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise; (c) collecting any user information from any Amazon Network Property or retrieving, extracting, indexing or caching any portion of any Amazon website or services or the websites or services of our affiliates, whether through the use of automated applications or otherwise; (d) targeting communications of any kind on the basis of the intended recipient being a user of any Amazon Network Property; (e) interfering with the proper working of any Amazon Network Property, Sponsored Ads or our systems; or (f) attempting to bypass any mechanism we use to detect or prevent such activities.

C-4. Payment And Tax Matters

You will pay us the applicable fees we calculate for your use of the Sponsored Ads Service, as determined solely by Amazon, consistent with any applicable [ProgrammeProgram](#) Policies. Any per Click fee will be determined solely by Amazon based on the amount you bid for each of Your Ads, consistent with any applicable product category minimums and the [ProgrammeProgram](#) Policies. You agree to pay us the applicable fees we calculate for your use of the Sponsored Ads Service in the applicable Local Currency only. You authorise us to charge Your Credit Card and your bank account automatically: (a) in accordance with the payment ladder described in the

[ProgrammeProgram](#) Policies; and (b) on a recurring monthly basis for any remaining unpaid fees accrued after the last ladder payment charged in such month. You also authorise us to offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we or ASE may make to you. If we choose to invoice you for amounts due to us under this Agreement, you will pay the invoiced amounts within 30 days of the date of the applicable invoice. We may require payment of interest at the rate of 1.5% per month or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until such amounts are paid in full. You will reimburse us for all fees incurred in connection with our collection of amounts payable and past due. You waive all claims related to the fees we charge (including without limitations fees based on suspected invalid Clicks on or invalid impressions of Your Ads), unless claimed within 60 days after the date charged. You understand third parties may generate impressions or Clicks on Your Ads for improper purposes and you accept this risk. Your sole and exclusive remedy for any suspected invalid impressions or Clicks is to request advertising credits within the timeframe set out above.

Without prejudice to the generality of the foregoing:

(a) If you are a business that is established in a European Union country and you provide us with your valid VAT registration number, VAT will not be charged by Amazon on the fees under these Service Terms provided you are not established in Luxembourg, and did not supply a VAT registration number issued by the Luxembourg authorities. You hereby give the following warranties and representations, namely: (i) that the VAT registration number you submit to Amazon belongs to the business you operate, and that business is established in one of the European Union countries; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the VAT registration number you submit to Amazon; and (iii) that the VAT registration number and all other information provided by you is true, accurate and current, and you will immediately update any such information held by Amazon in case of any changes.

(b) If you are in business and established in a European Union country, but you do not have a VAT registration number issued by one of the European Union countries, then you will be able to provide Amazon with other evidence that you are in business. Acceptable evidence is a copy of a recent corporate tax return or an official document issued by a government agency proving that you are in business. Once your evidence is reviewed and accepted by Amazon, VAT will not be charged by Amazon on the fees hereunder provided you are not established in Luxembourg. You hereby give the following warranties and representations, namely: (i) that the evidence you submit to Amazon belongs to the business you operate, and that business is established in one of the European Union countries; (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the evidence you submit to Amazon; and (iii) that the evidence and all other information provided by you is true, accurate and current and you will immediately update any such information held by Amazon in case of any changes.

(c) Amazon reserves the right to request additional information and to confirm the validity of any seller account information (including without limitation your VAT registration number) from you

or government authorities and agencies as permitted by law and you hereby irrevocably authorise us to request and obtain such information from such government authorities and agencies. Further, you agree to provide any such information to us upon request.

(d) We reserve the right to charge you any applicable unbilled VAT if you provide a VAT registration number or evidence of being in business that is determined to be invalid.

(e) If you are a business that is established in a European Union country and you provide us with a valid VAT registration number that was issued to you by a European Union country or provide evidence of being in business, you agree to accept electronic invoices (including VAT invoices) in a format and method of delivery as determined by us.

(f) If you are a business that is established in Switzerland or Liechtenstein and provide us with a VAT registration number, you agree to accept electronic invoices (including VAT invoices) in a format and method of delivery as determined by us.

C-5. Effect of Termination

Your termination rights are set out in [Section 3 of the Business Solutions Agreement](#). Upon termination of these Sponsored Ads Service Terms, all rights and obligations of the parties under these Sponsored Ads Service Terms will terminate, except that [Sections C-1, C-2, C-4, C-5, C-6 and C-7](#) will survive termination.

C-6. Agents

If you are an Agent: (a) you represent and warrant that you have been appointed as an agent of Sponsored Ads Participant, that you are duly authorized to execute this Agreement on behalf of Sponsored Ads Participant and have full power and authority to bind Sponsored Ads Participant to these Sponsored Ads Service Terms, that all of your actions related to this Agreement and the Sponsored Ads Service will be within the scope of this agency, and that the Business Solutions Agreement and these Sponsored Ads Service Terms will be enforceable against Sponsored Ads Participant in accordance with their terms; (b) you will, upon our request, provide us written confirmation of the agency relationship between you and Sponsored Ads Participant, including, for example, Sponsored Ads Participant's express acknowledgment that you are its Agent and are authorized to act on its behalf in connection with ~~(e) Sponsored Ads~~; ~~(c)~~ except as set forth in this Agreement, you will not make any representation, warranty, promise or guarantee about Sponsored Ads, us or your relationship with us; (d) you will perform your duties pursuant to the Business Solutions Agreement and these Sponsored Ads Service Terms in a professional manner consistent with any requirements we may establish; (e) you will not at any time use information received in connection with Sponsored Ads to conduct any marketing efforts targeted at our existing advertisers and/or Sponsored Ads Participants; (f) you and Sponsored Ads Participant will be jointly and severally liable for all payment obligations under these Product Ads Service Terms, and you and Product Ads Participant each waive any rights that might require us to proceed against one or more of you prior to proceeding against the other, and (g) you will abide by all restrictions

applicable to the Sponsored Ads Participant under this Agreement, including without limitation confidentiality and non-use obligations (e.g., you will not disclose any Confidential Information generated or collected in connection with Sponsored Ads to any person or entity other than to the Sponsored Ads Participant to which such data or information relates, and you will not use any Confidential Information generated or collected in connection with Sponsored Ads for any purpose other than creating, managing, and reporting advertising campaigns on Amazon Network Properties on behalf of the particular Sponsored Ads Participant that has expressly authorized you to do so).

C-7. Miscellaneous

C-7.1 Representations

In addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) on any website to which Your Ads link, (other than on the Amazon Site) you will at all times post and comply with a privacy policy that complies with all applicable Laws; and (b) Your Materials and any information displayed on your website or on any website to which Your Ads link (for the Amazon Site, only to the extent such information is based on Your Materials) comply with all applicable Laws (including without limitation all marking and labelling requirements) and do not contain any false, misleading infringing, defamatory, obscene or sexually explicit materials (except to the extent expressly permitted under applicable [ProgrammeProgram](#) Policies).

C-7.2. Indemnification

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim arising from or related to: (a) your participation in Sponsored Ads, including the display of any of Your Ads, any website, Content, data, materials or other items or information to which Your Ads link, or any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing; (b) your actual or alleged breach of any representation, warranty, or obligation set forth in these Sponsored Ads Service Terms or the applicable [ProgrammeProgram](#) Policies; or (c) if you are an Agent, any breach or alleged breach of your representations, warranties or obligations set forth in Section C-6 of these Sponsored Ads Service Terms.

C-7.3. Disclaimers

~~IN ADDITION TO THE DISCLAIMERS IN SECTION 7 OF THE BUSINESS SOLUTIONS AGREEMENT,~~ WE AND OUR AFFILIATES DISCLAIM AND YOU WAIVE ALL CLAIMS REGARDING ANY GUARANTEES ABOUT TIMING, POSITIONING, ADJACENCY, PERFORMANCE, QUANTITY OR QUALITY OF (AS APPLICABLE): PLACEMENTS, TARGETING, IMPRESSIONS, CLICKS, CLICK RATES, CONVERSION RATES, AUDIENCE SIZE, DEMOGRAPHICS OR ADVERTISING COSTS.

C-7.4 API Partner

You may authorize another entity (“**API Partner**”) to access or use the Sponsored Ads Service on your behalf through an application program interface or other means as we may designate. Your authorization of an API Partner to access or use the Sponsored Ads Services is conditioned on our consent, which we may grant or withdraw at any time in our sole discretion. You will require your API Partner to be bound by, and your API Partner will comply with, all restrictions applicable to you under this Agreement (including without limitation your confidentiality and non-use obligations). As between you and us, you will be fully responsible for the acts, omissions, and obligations of your API Partner as if such acts, omissions, and obligations were your acts, omissions, and obligations.

Sponsored Ads Definitions

“**Agent**” means an advertising agency or other person or entity who represents an Sponsored Ads Participant.

“**Amazon Network Properties**” means: (a) the Amazon Site; (b) any website, device, service, feature or other online point of presence operated by Amazon or any of our affiliates; and (c) any Amazon Associated Properties.

“**Click**” means each time a user clicks on any of Your Ads as determined solely by Amazon.

“**Sponsored Ads Contracting Party**” means the party outlined below.

If you ~~enroll~~[enroll](#) in Sponsored Ads for:

| | |
|--------------------|----------------------------|
| the UK Amazon Site | Amazon Online UK Limited |
| the DE Amazon Site | Amazon Online Germany GmbH |
| the FR Amazon Site | Amazon Online France SAS |
| the IT Amazon Site | Amazon Online Italy S.r.l. |
| the ES Amazon Site | Amazon Online Spain S.L.U. |

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“Sponsored Ads Participant” means any person or entity enrolled in Sponsored Ads by you if you are the Agent of that person or entity.

“Your Ads” means any advertisement for Your Product based upon Your Materials that is displayed through Sponsored Ads.

Selling Partner API Terms

API-1 Description of the Selling Partner APIs

The “Selling Partner APIs” enable your systems to interface with certain features or functionality we make available to you. These Selling Partner API Terms concern and apply only to your use of the Selling Partner APIs unless specifically provided otherwise. Under the Selling Partner API Terms, you may authorize parties who (a) develop Applications to support you using the Selling Partner APIs or the API Materials, (b) have registered with us as Developers, and (c) who have agreed to the Marketplace Developer Agreement (“Developers”) to access Confidential Information and Your Materials via the Selling Partner APIs. If you wish to use the Selling Partner APIs directly or develop software or a website that interfaces with the Selling Partner APIs or the API Materials (an “Application”), you must register as a Developer.

We may make available Selling Partner APIs (including the Marketplace Web Services APIs) and software, data, text, audio, video, images, or other content we make available in connection with the Selling Partner APIs, including related documentation, software libraries, and other supporting materials, regardless of format (collectively the “API Materials”) that permit your systems to interface with certain features or functionality available to you. You may authorize Developers to access your Materials via the Selling Partner APIs solely for the purpose of supporting your business on Amazon. All terms and conditions applicable to the Selling Partner APIs and the API Materials in this Agreement are solely between you and us. API Materials that are public or open source software (“Public Software”) may be provided to you under a separate license, in which case, notwithstanding any other provision of this Agreement, that license will govern your use of those API Materials. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any API Materials that are Public Software, all of the non-license provisions of this Agreement will apply.

API-2 License and Related Requirements

API-2.1 Generally.

We grant you a limited, revocable, non-exclusive, non-sublicenseable, nontransferable license during the term of the Agreement to allow Developers to access and use Your Materials through the Selling Partner APIs and the API Materials solely in support of your use of the Services covered by this Agreement. As between you and us, we or our licensors own all right, title, and interest in and to the Selling Partner APIs, the API Materials, any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to the Selling Partner APIs or the API Materials (the “Selling Partner API Specifications”), and our internal data center facilities, servers, networking equipment, and host

software systems that are within our or their reasonable control and are used to provide the Selling Partner APIs or the API Materials (the “Amazon Network”).

API-2.2 License Restrictions.

You may authorize Developers to access Your Materials through the Selling Partner APIs and the API Materials only through APIs documented and communicated by us in accordance with any applicable Selling Partner API Specifications. You may not and may not authorize any other party to do any of the following with the Selling Partner APIs and the API Materials: (a) reverse engineer, decompile, or disassemble them; (b) modify or create derivative works based upon them in whole or in part; (c) distribute copies of them; (d) remove any proprietary notices or labels on them; (e) use any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, that the Selling Partner APIs and the API Materials be disclosed, licensed, distributed, or otherwise made available to anyone; (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them; (g) access or use them in a way intended to avoid incurring any applicable fees or exceeding usage limits or quotas; (h) access or use them for any purpose unrelated to your use of Services; or (i) access or use them for fraudulent or illegal activities or activities that violate our policies or are otherwise harmful to us or any third parties. The limitations regarding data use in Section 11 above apply to any information you receive by the direct or indirect use of the Selling Partner APIs.

API-2.3 No License for Direct Access.

For the avoidance of doubt, these Selling Partner API Terms do not provide you a license to directly access or use the Selling Partner APIs, or install, copy, use, or distribute API Materials. Direct use of the Selling Partner APIs may only be licensed to Developers.

API-2.4 Account Identifiers and Credentials.

You must use the account IDs and any unique public key/private key pair issued by us to provide access to your data via the Selling Partner APIs (“Account Identifiers and Credentials”) in accordance with these Selling Partner API Terms to authorize Developers to access the Selling Partner APIs on your behalf. You may only authorize access to Confidential Information and Your Materials via the Selling Partner APIs in the way that we prescribe. Your Account Identifiers and Credentials are for your personal use only and you must maintain their secrecy and security. You are solely responsible for all activities that occur using your Account Identifiers and Credentials, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors, or agents). You will provide us with notice immediately if you believe an unauthorized third party may be using your Account Identifiers and Credentials or if your Account Identifiers and Credentials are lost or stolen. We are not responsible for unauthorized use of your Account Identifiers and Credentials.

API-2.5 Security of Your Materials.

You are solely responsible for authorizing others to access the Selling Partner APIs on your behalf and taking your own steps to maintain appropriate security, protection, and backup of Your Materials. We are not responsible for any unauthorized access to, alteration of, or deletion, destruction, damage, loss, or failure to store any of Your Materials in connection with the Selling Partner APIs (including as a result of your or any third party's errors, acts, or omissions).

API-3 Termination

API-3.1 Termination of Your Access to the Selling Partner APIs and the API Materials.

Without limiting the parties' rights and obligations under this Agreement, the Amazon Marketplace Developer Agreement, or the Amazon Marketplace API License Agreement, we may limit, suspend, or terminate your access to the Selling Partner APIs and the API Materials for convenience with 30 days' notice. We may terminate immediately if (a) we determine that you have materially breached this Agreement and failed to cure within 7 days of a cure notice; (b) you or your account have been engaged in deceptive, fraudulent, or illegal activity; or (c) your use of the Selling Partner APIs and the API Materials may harm our customers.

Upon any suspension or termination of your access to the Selling Partner APIs and the API Materials, you will immediately cease authorizing others to use the Selling Partner APIs and the API Materials. Upon any termination of your access to the Selling Partner APIs and the API Materials, you will also immediately destroy all API Materials. Upon any suspension or termination of your access to the Selling Partner APIs and the API Materials, we may cause your Account Identifiers and Credentials to cease to be recognized by the Amazon Network for the purposes of the Selling Partner APIs and the API Materials.

API-4 Modifications to the Selling Partner APIs and the API Materials

We may change or discontinue the Selling Partner APIs or the API Materials (including by changing or removing features or functionality of the Selling Partner APIs or the API Materials) from time to time. For any material changes that will negatively affect your business, we will provide notice under Section 17.