

Carrier Appointment Request Portal Terms and Conditions

Amazon Europe Core SARL, Amazon EU SARL or their affiliates ("Amazon") maintain this Carrier Appointment Request Portal website (the "Site") under these Terms and Conditions (these "Terms").

By registering as a user of the Site, you accept these Terms and represent that you have the authority to bind yourself and your company to these Terms. Please read these Terms carefully.

1. Use of the Site; Site Access

Amazon maintains the site solely to facilitate account creation and scheduling of carrier appointments for deliveries to Amazon locations. You agree that you will not use the Site for any other purpose. Creating accounts and scheduling appointments does not constitute a legally binding obligation on Amazon and you may not rely on such accounts & appointments, and Amazon assumes no liability or responsibility for any such reliance. Communications with Amazon or its subsidiaries through this website shall not constitute legal notice when such notice is required by law, rule, or regulation, nor shall such communication be considered to be confidential for any purpose.

The Site is only for your use and you are only authorized to access it in connection with your provision of transportation services to Amazon. Amazon grants you a limited, revocable license to access and use the Site in the course of providing transportation services to us. You may not use the Site or any content or element of the Site for any other commercial or non-commercial purposes, and you may not use the Site or any content or element of the Site in any way that:

- is unlawful or harms Amazon, its customers, suppliers or other parties, as determined in Amazon's sole discretion;
- breaches any code of conduct, policy or other notice applicable to the Site;
- could damage, disable, overburden, or impair the Site (or the network(s) connected to any Site) or interfere with any other party's use and enjoyment of the Site.

2. Your Account; Changes to Account Settings

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree that you are responsible for all activities that occur via your account or password. You will provide complete and accurate information relating to your account, and will update it as often as necessary to ensure that it remains complete and accurate. If you make changes to your settings within the Site, it may take some time for our system to process the changes, and you acknowledge that those changes may not take effect immediately.

3. Changes to these Terms and the Site

We may in our discretion make any change to these Terms without notice to you. You are responsible for reviewing the revised Terms and/or any applicable postings. **CONTINUED USE OF THE SITE AFTER SUCH CHANGES OR POSTINGS WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES OR POSTINGS.** We may change the Site or delete any features or functionality, or any aspect of the services, in any way at any time for any reason.

Without limiting the general rule stated above, we may in our discretion start charging for use of the Site and may modify these charges over time. We will notify you of these charges if they are imposed.

4. No Warranties

Amazon provides the site "as is," "with all faults" and "as available." you expressly agree that use of the site is at your sole risk. To the fullest extent permitted by applicable law, Amazon makes no representations, warranties or conditions, express or implied, as to the operation of the site or the information, content, or materials included on the site and disclaims any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement, (2) warranties or conditions arising through course of dealing or usage of trade, and (3) warranties or conditions that access to or use of the site will be uninterrupted or error-free. Amazon does not warrant that the site, its servers or e-mail sent are error-free, will operate without interruptions or downtime, or are free of viruses or other harmful components.

5. Materials You Post or Provide

Your nondisclosure agreement with Amazon, where applicable, sets forth our rights related to any information you post or submit through the Site. For other information and materials you post or otherwise provide to Amazon related to the Site (a "Submission"), you grant Amazon and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable license to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, adapt, modify, translate, reformat and create derivative works of your Submission, and (2) sublicense these rights, to the maximum extent permitted by applicable law.

6. Limitation of Liability

In no event will Amazon be liable for any damages, including without limitation any direct, indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from these terms or your use of the site, even if Amazon has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) negligence, or (4) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. Without limiting the generality of the preceding sections, you acknowledge and agree that Amazon is not responsible or liable for (1) any content; (2) any third party conduct, transmissions or data; (3) any viruses or other disabling features that affect your access to or use of the site; (4) any incompatibility between the site, services, software and hardware; or (5) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with the site. The limitations, exclusions and disclaimers in these terms apply to the maximum extent permitted by applicable law.

7. Indemnification

You release us and will indemnify, defend and hold harmless Amazon and its affiliates, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to (a) your breach of any representation or warranty or other obligation contained in these Terms; or (b) any Submission (together, "Claims"). You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any

judgment or enter into any settlement without our prior written consent, which may not be unreasonably withheld.

8. Termination; Access Restriction

Amazon may terminate these Terms, or terminate or suspend your access to the Site at any time with or without cause. Upon any such termination or suspension, your right to use the Site will cease immediately, and you will not be able to retrieve any information related to your account. All provisions that reasonably may be construed as surviving these Terms will survive the expiration or termination of these Terms.

9. Choice of Law; Location for Resolving Disputes

The laws of the Grand-Duchy of Luxembourg govern these Terms and any dispute or claims for enforcement, breach or violation of duties or rights under these Terms, without reference to conflict of laws principles. You hereby irrevocably submit to the exclusive jurisdiction and venue of the Courts of the judicial District of Luxembourg City, with respect to any claim, action or proceeding arising out of or in connection with the use of this Site or these Terms, and hereby agree not to commence or prosecute any such claim, action or proceeding other than in the aforementioned courts.

10. Interpreting the Terms; Assignment

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. Amazon may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms, or assign, transfer or sublicense your rights, if any, in the Site. The section titles are solely used for the convenience of the parties and have no legal or contractual significance.

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