

Amazon Services Business Solutions Agreement

~~Please note that not all the services referenced in this agreement are available on Amazon.com.br. This agreement applies to the extent that such services are available in each marketplace.~~

General Terms

Welcome to **Amazon Services Business Solutions**, a suite of optional services for sellers including: ~~Selling on Amazon~~Selling on Amazon, ~~Amazon Webstore~~, ~~Transaction Processing Services~~Transaction Processing Services, and the ~~Marketplace Web Service~~Selling Partner API.

THIS AMAZON SERVICES BUSINESS SOLUTIONS AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND AMAZON. 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 PROGRAM POLICIES THAT APPLY FOR ~~EACH COUNTRY~~BRAZIL FOR WHICH YOU REGISTER OR ELECT TO USE A SERVICE (~~IN EACH CASE, THE "ELECTED COUNTRY"~~). "BRAZIL").

As used in this Agreement, "**we**," "**us**," and "**Amazon**" means the applicable Amazon Contracting Party and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using a Service as an individual), or the business employing the applicant (if registering for or using a Service as a business) and any of its Affiliates.

Capitalized terms have the meanings given to them in this Agreement. If there is ~~any~~ conflict ~~among terms in this Agreement, the Program Policies will prevail over any between these General Terms and the applicable Service Terms and Program Policies, the General Terms, will govern~~ and the applicable Service Terms will prevail over the ~~General Terms~~Program Policies.

1. Enrollment.

To begin the enrollment process, you must complete the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law (for example, ~~the Elected~~a 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. ~~To register with Amazon.com.br, Sellers based in Brazil shall also inform their CPF (if an individual) or CNPJ (if a legal entity). 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; Receipt of Sales Proceeds.

Fee details are described in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement. To use a Service, you must provide us with valid credit card information from a credit card or credit cards acceptable by Amazon ("**Your Credit Card**") as well as valid bank account information for a bank account or bank accounts acceptable by Amazon (conditions for acceptance may be modified or discontinued by us at any time without notice) ("**Your Bank Account**"). You will use only a name you are authorized to use in connection with a Service and will update all of the information you provide to us in

connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (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 Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). All payments to you will be remitted to Your Bank Account through a banking network or by other means specified by us. ~~The provision of the service is achieved with the confirmation by the "Seller" of the shipment to the "Customer". This is a suspensive and necessary condition for the execution of this legal transaction. There is no collection of the applicable fees under this contract while such confirmation has not taken place.~~

If we determine that your actions or performance may result in returns, chargebacks, claims, disputes ~~(including, for example, lawsuits or complaints filed with consumer protection regulators),~~ violations of our terms or policies, or other risks to Amazon or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Amazon or third parties persist. For any amounts that we determine you owe us, we may (a) charge Your Credit Card or any other payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you. 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.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Amazon or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture.

As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) ~~if we permit a customer to withdraw from a transaction because an Amazon Site or~~ any Service is unavailable following the commencement of a transaction.-

3. Term and Termination.

The term of this Agreement will start on the date of your completed registration for ~~or~~ use of a Service; ~~whichever occurs first,~~ and continue until terminated by us or you as provided in this Agreement (below. You may at any time terminate your use of any Service immediately on notice to us via Seller Central, email, the "Term"). ~~Contact Us Form, or similar means.~~ We may terminate ~~or your use of any Services or terminate this Agreement for convenience with 30 days' advance notice. We may suspend this or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement or any Service for any and failed to cure within 7 days of a cure notice unless your breach exposes us to liability toward 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 interests. We will promptly notify you of any such termination or suspension via email or similar means including Seller Central, indicating the reason at any time by notice to you. You may terminate 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 or any Service or the Promotion Site 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 unless explicitly provided. Upon termination, all related rights and obligations of the parties under this Agreement will terminate, except that 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, 14, 15, 16, and 18 will survive termination. Any terms that expressly survive according to the applicable Service of these General Terms will also survive termination.~~

4. License.

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~~ for the duration of your original and 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 any 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 license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

5. Representations.

~~You represent~~

~~Each party represents and warrant to us warrants~~ that: (a) if ~~you are it is~~ a business, ~~you are it is~~ duly organized, validly existing and in good standing under the Laws of the country in which ~~you the~~ business is registered and ~~it holds and will maintain all applicable registrations and authorizations needed to conduct business in that you are registering for the Service(s) within such~~ country; (b) ~~you have it has~~ all requisite right, power, and authority to enter into this Agreement, perform ~~your its~~ obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by ~~you or your Affiliates one party to Amazon the other party~~ or its Affiliates is at all times accurate and complete; ~~and (d) you (d) 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 all of your subcontractors, agents, the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and suppliers (e) it will comply with all applicable Laws in your performance of your its obligations and exercise of your its rights under this Agreement.~~

6. Indemnification.

6.1 Your indemnification obligations. You ~~release us and agree to will defend,~~ indemnify, ~~defend,~~ and hold harmless ~~us, Amazon, and~~ our ~~Affiliates, and our and their respective~~ officers, directors, employees, ~~representatives,~~ 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 non-compliance with applicable Laws; (b) Your Products, including the offer, sale, fulfillment-, refund, cancellation, return, or adjustments thereof, Your Materials, and 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; (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; (d) actual or alleged breach of any obligations in this Agreement; (b) representations you have made, and; (e) any of Your Sales Channels other than the Amazon Sites and the Amazon Associated Properties, Your Products (including their offer, sale, performance, and fulfillment),, Your Materials, and any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) Your Taxes. 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 of a Claim without our prior written consent, which may not be unreasonably withheld.

6.2 Amazon's indemnification obligations. Amazon will defend, indemnify, and hold harmless you and your employees, officers, and directors against any third-party Claim 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, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without 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 & General Release.

~~a-~~**a. TO THE EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT** 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, ~~THE MWS SITE,~~ AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) 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 AND 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, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

b. 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.

8. Limitation of Liability.

~~WE~~

TO THE EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR 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 (~~INCLUDING PAIN AND SUFFERING DAMAGES AND DAMAGES TO REPUTATION~~) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE 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.

9. Insurance.

If the gross proceeds from Your Transactions 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 ~~for each applicable Elected Country,~~ commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations 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 for the coverage to the following address: c/o Amazon, P.O. Box 81226, Seattle, WA 98108-1226, Attention: Risk Management.

10. Tax Matters.

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent that (i) Amazon automatically calculates, collects, or remits taxes on your behalf according to applicable Law; or (ii) Amazon expressly agrees to receive taxes or other transaction-based charges on your behalf in connection with tax calculation services made available by Amazon and used by you. You agree to and will comply with the ~~Tax Policies~~ Tax Policies. All fees and payments payable by you to Amazon under this Agreement or the applicable Service Terms are ~~exclusive~~ inclusive of any applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes), and you will be responsible for paying Amazon any of Your Taxes imposed on such fees and any deduction or withholding required on any payment. Any tax calculation and/or tax invoice issuance service made available by Amazon and used by you will be subject to an agreement by Amazon and you.

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; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any other Person; ~~and except as required to comply with the Law;~~ (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; ~~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 fulfillment 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 or make any public statement 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.~~

~~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).~~

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.

13. Relationship of Parties.

Subject to the Transaction Processing Service Terms ~~(if the Elected Country for a Service is the United States),~~ you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. 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 to this Agreement 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 in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and customers. 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. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

14. Use of Amazon Transaction Information.

~~You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Amazon Transaction Information (except that you may disclose that information solely as~~

~~necessary for you to perform your obligations under this Agreement if 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 with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (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, communicating, or cancelling the fulfillment of Your Products. The terms of this Section 14 do not prevent you from using other information that you acquire without reference to Amazon Transaction Information for any purpose, even if that 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.~~
Suggestions and Other Information.

15. 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~~the Amazon Site or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. 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. If we make suggestions on using the Services, you are responsible for any actions you take based on our suggestions.

15. ~~16~~ Modification.

~~We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central, on the MWS Site, 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 General Terms and the Service Terms will be posted for at least 30 days. Changes to Program Policies may be made without notice to you. You should refer regularly to Seller Central and the MWS Site, as applicable, to review the current Agreement (including the Service Terms and Program Policies) and to be sure that the items you offer can be offered 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.~~

Modification.

15.1. We will provide at least 15 days' advance notice in accordance with Section 18 for changes to the Agreement.

15.2 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 18.

15.3 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.

~~17~~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, ~~including the MWS Site,~~ as applicable) 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 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.

17. Export.

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

18. Miscellaneous.

The ~~Governing~~ Laws will govern this Agreement, without reference to ~~rules governing choice of laws or~~ the Convention on Contracts for the International Sale of Goods. ~~If the Elected Country is Japan, Amazon and you both consent that any dispute with Amazon or its Affiliates or claim relating in any way to your use of the Services or this Agreement as it relates to your use of the Services in Japan will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts. If the Elected Country is Brazil, Amazon and you both consent that any claim relating in any way to this Agreement or your use of the Services in Brazil will be resolved by binding arbitration by the Brazil-Canada Chamber of Commerce.~~ The arbitration proceeding will take place in São Paulo (Brazil) and will be conducted in Portuguese, by one arbitrator. Claims that may not be submitted to arbitration because of a legal restriction will be solved by the Governing Courts, so the parties waive to the jurisdiction of any alternative venue. ~~If the Elected Country is the United States, Canada, or Mexico, Amazon and you both consent that any dispute with Amazon or its Affiliates or claim relating in any way to this Agreement or your use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court, except that (i) you may assert claims in a small claims court that is a Governing Court if your claims qualify and (ii) you or we may bring suit in the Governing Courts, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. There is no judge or jury. There is no judge in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a~~

~~letter requesting arbitration and describing your claim to our registered agent, CSC Services of Nevada, Inc., 2215-B Renaissance Drive, Las Vegas, NV 89119. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed location. Payment of all filing, administration and arbitrator fees will be governed by the **Brazil-Canada Chamber of Commerce's** rules. Amazon and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **If for any reason a claim proceeds in court rather than in arbitration Amazon and you each waive any right to a jury trial.**~~

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.~~

~~We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Services, including by redesigning, modifying, removing, or restricting access to any of them.~~

~~Because Amazon is not your agent (except for the limited purpose set out in the Amazon retains the right to immediately halt any of Your Transactions, 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 applicable Program Policies.~~

~~Because Amazon is not your agent Transaction Processing Service Terms (if the Elected Country for a Service is the United States)), or the customer's agent for any purpose, Amazon will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.~~

~~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 program application or within Seller Central or the MWS Site, as applicable, 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 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, on the MWS Site, or by any other means. You may change your e-mail addresses and certain other information in Seller Central and the MWS Site, as applicable. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Amazon to our Merchant Services Team by using the [Contact Us](#) form.

This Agreement incorporates and you accept the applicable Service Terms and Program Policies, which Amazon may modify from time to time. 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. If the Elected Country is Canada, then it is the express wish of the parties that this Agreement and the applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) If the Elected Country is any country other than Japan, we

We may make available translations to this Agreement and the applicable Service Terms and Program Policies, but the [EnglishPortuguese](#) version will control. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter 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:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"Amazon Associated Properties" means any website or other online point of presence, mobile application, service or feature, other than ~~an~~the Amazon Site, through which ~~any~~the Amazon Site, ~~any Webstore Site~~, or products or services available on ~~any of them~~the Amazon site, are syndicated, offered, merchandised, advertised, or described.

"Amazon Contracting Party" means ~~the party outlined below~~Amazon Serviços de Varejo do Brasil Ltda.

- ~~If the Elected Country is Canada:~~

| Service | Amazon Contracting Party |
|--|-------------------------------------|
| Selling on Amazon | Amazon Services International, Inc. |
| Selling on Amazon (if your account is enabled to list Optional Coverage Plans) | Amazon Services Contracts, Inc. |
| Fulfillment by Amazon | Amazon.com.ca, Inc. |
| Amazon Clicks | Amazon Services International, Inc. |

- ~~If the Elected Country is Japan:~~

| Service | Amazon Contracting Party |
|--|--|
| Selling on Amazon | Amazon Japan G.K. <u>Serviços de Varejo do Brasil Ltda.</u> |
| <u>Transaction Processing Service</u> Fulfillment by Amazon | Amazon Japan G.K. <u>Serviços de Varejo do Brasil Ltda.</u> |
| Amazon Clicks <u>Selling Partner API</u> | Amazon Japan G.K. <u>Serviços de Varejo do Brasil Ltda.</u> |

• ~~If the Elected Country is Mexico:~~

| Service | Amazon Contracting Party |
|----------------------------------|---|
| Selling on Amazon | Servicios Comerciales Amazon México S. de R.L. de C.V. |
| Fulfillment by Amazon | Servicios Comerciales Amazon México S. de R.L. de C.V. |
| Amazon Clicks | Servicios Comerciales Amazon México S. de R.L. de C.V. |

• ~~If the Elected Country is the United States:~~

| Service | Amazon Contracting Party |
|---|--|
| Selling on Amazon | Amazon Services LLC |
| Selling on Amazon (if your account is enabled to list Optional Coverage Plans) | Amazon Services Contracts, Inc. |
| Fulfillment by Amazon | Amazon Services LLC |
| Amazon Webstore | Amazon Services LLC |
| Amazon Clicks | Amazon Services LLC |
| Transaction Processing Services | Amazon Payments, Inc. |

• ~~If the Elected Country is Brazil:~~

| Service | Amazon Contracting Party |
|------------------------------|--|
| Selling on Amazon | Amazon Serviços de Varejo do Brasil Ltda. |

~~No other service is available in the Brazil marketplace at this point.~~

If you register for or use the ~~Marketplace Web Service~~Selling Partner API, the Amazon Contracting Party is the Contracting Party that provides the applicable Service you use in connection with the ~~Marketplace Web Service~~Selling Partner API.

"~~Amazon Site~~" means, ~~as applicable, the CA Amazon Site, the JP Amazon Site, the MX Amazon Site,~~ the BR Amazon Site, or the US Amazon Site.

"~~Amazon Transaction Information~~" means, collectively, ~~Order Information and any other data or information acquired by you or your Affiliates from Amazon, its Affiliates, or otherwise as a~~

~~result of this Agreement, the transactions contemplated by this Agreement, or the parties' performance under this Agreement.~~

~~"BR Amazon Site" means the website, the primary home page of which is identified by the url www.amazon.com.br, and any successor or replacement of such website~~

~~"CA Amazon Site" means the website, the primary home page of which is identified by the url www.amazon.ca, and any successor or replacement of such website.~~

~~"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 under applicable Law.~~

~~"Excluded Products" means the items described on the applicable Restricted Products pages Restricted Products pages in Seller Central, any other applicable Program Policy, or any other information made available to you by Amazon.~~

~~"Governing Courts" means the applicable one of the following:~~

- ~~• the state or Federal court in King County, Washington (if the Elected Country is Canada, Mexico, or the United States);~~
- ~~• Tokyo District Court or Tokyo Summary Court depending upon the amount of the claim made (if the Elected Country is Japan).~~

~~The courts of the city of São Paulo (stateState of São Paulo), if the Elected Country is Brazil, and only for claims that cannot be solved by arbitration for statutory restrictions.~~

~~"Governing Laws" means the applicable one of the following:~~

- ~~• the laws of the State of Washington, United States together with the Federal Arbitration Act and other applicable federal law (if the Elected Country is Canada, Mexico, or the United States);~~
- ~~• the laws of Japan (if the Elected Country is Japan).~~

~~the laws of Brazil (if the Elected Country is Brazil).~~

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

~~One Million Canadian Dollars (\$1,000,000) (if the Elected Country is Canada);
One Three Hundred Million Japanese Yen (¥100,000,000) (if the Elected Country is Japan);
Ten Million Mexican Pesos (\$10,000,000) (if the Elected Country is Mexico);
One Million U.S. Dollars (\$1,000,000) (if the Elected Country is the United States).
Five Thousand Brazilian Reais (R\$ 500300.000,00) (if the Elected Country is Brazil).~~

●—

~~"Insurance Threshold" means the applicable one of the following:
Ten Thousand Canadian Dollars (\$10,000) (if the Elected Country is Canada);
One Million Japanese Yen (¥1,000,000) (if the Elected Country is Japan);
One Hundred Thousand Mexican Pesos (\$100,000) (if the Elected Country is Mexico);
Ten Thousand U.S. Dollars (\$10,000) (if the Elected Country is the United States);
Three Thousand Brazilian Reais (R\$ 3,000) (if the Elected Country is Brazil).~~

●—

"Insurance Threshold" means Three Thousand Brazilian Reais (R\$ 3.000,00).

"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.

~~"JP Amazon Site" means that website, the primary home page of which is identified by the url www.amazon.co.jp, and any successor or replacement of such website.~~

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

~~"Local Currency" means the applicable one of the following:
U.S. Dollars (if the Elected Country is the United States);
Canadian Dollars (if the Elected Country is Canada);
Mexican Pesos (if the Elected Country is Mexico);
Japanese Yen (if the Elected Country is Japan);
Brazilian Reais (if the Elected Country is Brazil).~~

~~"MX Amazon Site" means the website, the primary home page of which is identified by the url www.amazon.com.mx, and any successor or replacement of such website.~~

~~"MWS Site" means that website (and any successor or replacement of such website), the primary homepage of which is currently located at <http://developer.amazonservices.com/>.~~

~~"Optional Coverage Plans" means warranties, extended service plans and related offerings, in each case as determined by us, that you offer.~~

"Local Currency" means Brazilian Reais (R\$)

"Order Information" means, with respect to any of Your Products ordered through ~~anthe~~ Amazon ~~Site or a Webstore~~ 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.

~~"Program Policies" means all terms, conditions, policies, guidelines, rules, and other information on the applicable Amazon Site, on Seller Central, or on the MWS Site, 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 Fulfillment by Amazon Service, specifically including the FBA Guidelines). All Program Policies applicable to Webstore by Amazon also apply to Amazon Webstore, unless otherwise specifically stated.~~

~~"Promotion Site" means that ecommerce website, the primary home page of which is identified by the URL www.sellername.amazonwebstore.com, in which "sellername" is a name representing you that we elect to include in such URL.~~

~~"Program Policies" means policies and program terms provided on the Policies page.~~

~~"Sales Proceeds" means the gross proceeds from any of Your Transactions, including (a) all shipping and handling, gift wrap and other charges, ~~and including:~~ (b) taxes and customs duties to the extent specified in the applicable Tax Policies.~~

~~"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 the Amazon Site, ~~a Webstore Site~~, or any other online point of presence.~~

~~"Service" means each of the following services, ~~as each of them is available in the relevant marketplace:~~ Selling on Amazon, ~~Amazon Webstore, Fulfillment by Amazon, Amazon Clicks (including Amazon Sponsored Products), the Marketplace Web Service~~ the Selling Partner APIs, and, ~~if the Elected Country for a Service is the United States~~, the Transaction Processing Services, together in each case with any related services and materials we make available.~~

~~"Service Terms" means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable Service, and any subsequent modifications we 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 any other source or business identifier, protected or protectable under any Laws.~~

~~"US Amazon Site" means that website, the primary home page of which is identified by the url www.amazon.com, and any successor or replacement of such website.~~

~~"Webstore Service" has the meaning described in the Webstore Service Terms.~~

~~"Webstore Site" has the meaning described in the Webstore Service Terms.~~

"**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 Personnel**" means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

"**Your Product**" means any product or service ~~(including Optional Coverage Plans)~~ that: ~~(a) you offer~~have offered through the ~~Webstore Service or the~~ Selling on Amazon Service; ~~(b) is made available for advertising by you through the Amazon Clicks Service; or (c) is fulfilled or otherwise processed through the Fulfillment by Amazon Service.~~;

"**Your Sales Channels**" means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

"**Your Taxes**" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) 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 (c) ~~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, if the Elected Country is the United States, Mexico, or Canada, as it is used in the Fulfillment by Amazon Service Terms, this defined term also means any of the types of taxes, duties, levies, or fees mentioned above that are imposed on or collectible by Amazon or any of its Affiliates in connection with or as a result of fulfillment services including the storage of inventory or packaging of Your Products and other materials owned by you and stored by Amazon, shipping, gift wrapping, or other actions by Amazon in relation to Your Products pursuant to the Fulfillment 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~~the Amazon ~~Site or any Webstore~~ Site.

Selling on Amazon Service Terms

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to offer certain products and services directly on the Amazon ~~Sites.~~
Site.

These Selling on Amazon Service Terms are part of the Agreement. ~~Unless, but, unless~~ specifically provided otherwise, ~~these terms~~ concern and apply only to your participation in Selling on Amazon, ~~not applying to other services that may be covered by the Agreement.~~ BY REGISTERING FOR OR USING THE SELLING ON

AMAZON SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE ~~AGREEMENT, INCLUDING~~ AGREEMENT, INCLUDING THESE SELLING ON AMAZON SERVICE TERMS. NOTWITHSTANDING THE PREVIOUS SENTENCE, IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT THAT PERMITS YOU TO OFFER YOUR PRODUCTS THROUGH A PARTICULAR AMAZON SITE, THEN TO THE EXTENT THAT YOU CONTINUE TO LIST AND SELL YOUR PRODUCTS ON THAT AMAZON SITE PURSUANT TO SUCH SEPARATE AGREEMENT, TRANSACTIONS OF YOUR PRODUCTS ON THAT AMAZON SITE AND ANY TAX SERVICES WE MAKE AVAILABLE UNDER THAT AGREEMENT ARE GOVERNED BY THE TERMS OF THAT AGREEMENT AND NOT BY THESE SELLING ON AMAZON SERVICE TERMS.

~~If you have entered into a separate agreement that permits you to offer your products through a particular amazon site (e.g., a merchants@amazon.com program agreement, merchants@amazon.co.jp program agreement or any predecessor of those agreements), and if you continue to list and sell your products on that amazon site pursuant to such separate agreement, transactions of your products on that amazon site and any tax services we make available under that agreement are governed by the terms of that agreement and not by these selling on amazon service terms.~~

S-1 Your Product Listings and Orders.

S-1.1 Products and Product Information. You will provide ~~in the format we require~~ accurate and complete Required Product Information for each product or service that you offer through any Amazon Site and promptly update that 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 your offer and subsequent sale of any of the same on any Amazon Site comply with all applicable Laws (including all minimum age, marking and labeling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Program Policies), defamatory or obscene materials. You may not provide any information for, or otherwise seek to offer any Excluded Products on any Amazon Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any Amazon Site.

S-1.2 Product Listing; Merchandising; Order Processing. We will enable you to list Your Products on ~~a particular~~ the Amazon Site, and conduct merchandising and promote Your Products ~~as permitted by us in accordance with the Agreement~~ (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the applicable Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your Products through the ~~applicable~~ Amazon Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Selling on Amazon Service Terms.

S-1.3 Shipping and Handling Charges. For Your Products ordered by customers on or through ~~an~~ the Amazon ~~Site that are not fulfilled using Fulfillment by Amazon (in case such service is available in the country where you operate)~~, you will determine the shipping and handling charges subject to our Program Policies and standard functionality (including any category-based shipping and handling charges we determine, such as for products offered by sellers on the Individual selling plan and BMVD ~~Products~~ products generally). When we determine the shipping and handling charges, you will accept them as payment in full for your shipping and handling. Please refer to the Fulfillment by Amazon Service Terms for Your Products that are fulfilled using Fulfillment by Amazon ~~(in case such service is available in the country where you operate)~~.

S-1.4 Credit Card Fraud, and Unpaid Invoices. We will bear the risk of (a) credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions ~~except, and (b) late payments or defaults by customers in connection with invoiced orders for Your Products, except, in each case,~~ in connection with Seller-Fulfilled Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all other risk of fraud or loss. ~~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 or cancel orders of Your Products if we ask you to do so. If you have already transferred Your Products to a carrier or shipper when we ask you to stop or cancel an order, you will use commercially reasonable efforts to stop or cancel delivery of that order. 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 Fulfillment; Refunds and Returns.

S-2.1 Sale and Fulfillment. Other than as described in the Fulfillment by Amazon Service Terms for each Amazon Site ~~(in case such service is available in the country where you operate)~~ for which you decide to register or use the Selling on Amazon Service, you will: (a) source, offer, sell and fulfill your Seller-Fulfilled Products, ~~and source and, offer and sell your Amazon-Fulfilled Products (to the extent such service is available in the country where you operate), in each case~~ in each case, in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner complying with all applicable packaging and labeling requirements and ship each of Your Products on or before its Expected Ship Date; (c) retrieve Order Information at least once each business day; (d) only cancel Your Transactions as permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order or as may be required under this Agreement; (e) fulfill Your Products throughout the Elected Country (except to the extent prohibited by Law or this Agreement); (f) provide to Amazon information regarding fulfillment 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) ensure that you are the seller of each of Your Products; (i) include an order-specific packing slip, and, if applicable, any tax invoices, within each shipment of Your Products; (j) identify yourself as the seller of each of Your Products 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 expressly permitted by this Agreement,~~ not send customers emails confirming orders or fulfillment of Your Products. If any of Your Products are fulfilled using Fulfillment by Amazon ~~(to the extent such service is available in the country where you operate),~~ the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to the storage, fulfillment, and delivery of such Amazon-Fulfilled Products.

S-2.2 Cancellations, Returns, and Refunds. The Amazon Refund Policies for the applicable Amazon Site will apply to Your Products ~~(unless otherwise provided by a particular policy). For any of Your Products fulfilled using Fulfillment by Amazon (to the extent such service is available in the country where you operate), you, You~~ will promptly accept, calculate, and process cancellations, returns, refunds, and adjustments in accordance with this Agreement and the Amazon Refund Policies for the applicable Amazon Site, using functionality we enable for your account (for sales through the Brazilian website, you agree to comply with the Código de Defesa do Consumidor, by accepting refunds during the legal term of repentance and fully refunding customers, including return shipping). ~~Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments for the benefit of customers, and we may charge a fee for such services.~~ You will route any payments to customers in connection with Your

Transactions through Amazon. We will make any payments to customers in the manner we determine, and you will reimburse us for all amounts we pay.

S-3 Problems with Your Products.

S-3.1 Delivery Errors and Nonconformities; Recalls. You are ~~solely~~ responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.4; 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 Fulfillment by Amazon ~~(to the extent such service is available in the country where you operate)~~, if any, the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of those of Your Products. You are also responsible for any non-conformity or defect in, ~~or~~ any public or private recall of, or safety alert of 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, or safety alerts of Your Products or other products provided in connection with Your Products.

S-3.2 A-to-z Guarantee and Chargebacks. If we inform you that we have received or initiated a claim under the "A-to-z Guarantee" offered on ~~a particular the~~ Amazon Site, ~~or any chargeback~~ or other dispute, relating to the offer, sale or fulfillment of Your Products (other than a chargeback), concerning one of Your Transactions, you will ~~deliver to us in a format and manner we specify:~~ (a) proof of fulfillment of Your Product(s) (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 or us and displayed on the Amazon Site at the time of the transaction in question. ~~If you fail have 30 days to comply with the prior sentence, or if appeal our decision of the claim. If we find that a claim, chargeback, or dispute is not caused by: (i) credit card fraud for which we are responsible under Section S-1.4; or (ii) our failure to make your Order Information available as the same was received by us, then you responsibility, you~~ (a) will promptly reimburse ~~not take recourse against the customer, and~~ (b) are responsible for reimbursing us in accordance with the Service Fee Payments section of this Agreement ~~Service Fee Payments section of this Agreement~~ for 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 ~~and not subject to refund by Amazon~~) and all associated ~~credit card association, bank, or other payment processing, re-presentment and/or penalty fees~~ as defined in S-4, and all other fees and expenses associated with the original purchase and any chargeback or refund, in each case ~~transaction (such as credit card, bank, payment processing, re-presentment, or penalty fees) and any related chargebacks or refunds,~~ to the extent ~~paid or~~ payable by us ~~or our Affiliates. If the Elected Country is Japan and we receive or initiate a claim under the "A to z Guarantee" concerning one of Your Transactions and we determine that we are responsible for that claim then we will purchase the returned products from the customer.~~

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 offer 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 : (a) the Purchase Price and every other term of offer or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or~~

~~discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable cancellation, return and refund policies) is at least as favorable to Amazon Site users as the most favorable terms upon which a product is offered or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable 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, which we will provide); and (c) 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. For Amazon-Fulfilled Products (to the extent such service is available in the country where you operate), if the shipping and handling charges associated with the sale and fulfillment of any of Your Products offered on an Amazon Site are included (and not separately stated) in the item price listed for Your Product (collectively a "**Shipping Inclusive Purchase Price**"), then the parity obligation in (a) above will be satisfied if the Shipping Inclusive Purchase Price and each other term of offer or sale for the product on the Amazon Site are at least as favorable to Amazon Site users as the purchase price and each other term of offer or sale for the product (including any and all separately stated shipping and handling charges) pursuant to which the product or service is offered or sold via any of Your Sales Channels.~~

S-5 Compensation.

You will pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee ~~(if applicable in the country where you operate);~~; (c) the non-refundable Selling on Amazon Subscription Fee in advance each month; and (d) any other applicable fees described in this Agreement (including any applicable Program Policies).

"Selling on Amazon Subscription Fee" means the fee specified as such on the Selling on Amazon ~~Fee Schedule~~ Fee Schedule for the applicable Amazon Site at the time such fee is payable. With respect to each of

Your Transactions: (i) ~~"Sales Proceeds"~~ has the meaning set out in this Agreement; (ii) **"Variable Closing Fee"** ~~(if applicable in the country where you operate)~~ means the applicable fee, if any, as specified on the ~~Variable Closing Fee Schedule~~ Variable Closing Fee Schedule for the applicable Amazon Site; and (iii)

"Referral Fee" means the applicable fee based on the Sales Proceeds from Your Transaction through the applicable Amazon Site specified on the Selling on Amazon ~~Fee Schedule~~ Fee Schedule for that 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: (x) in case of Your Transactions that consist solely of products fulfilled using Fulfillment by Amazon (to the extent such service is available in the country where you operate); and (y) in case of Media Products.~~

S-6 Remittance of Sales Proceeds & Refunds.

Except as otherwise stated in this Agreement, we will remit to you your available balance on a bi-weekly (14 day) (or at our option, more frequent) basis, ~~which may vary for each Elected Country.~~ For each remittance, your available balance is equal to any Sales Proceeds ~~received by us or our Affiliates but~~ not previously

remitted to you as of the applicable Remittance Calculation Date (which you will accept as payment in full for Your Transactions), less: (a) the Referral Fees; (b) the applicable Variable Closing Fee; (c) any Selling on Amazon Subscription Fees; (d) any other applicable fees described in this Agreement (including any applicable Program Policies); ~~and (e) any amounts we require you to maintain in your account balance pursuant to this Agreement (including payments withheld pursuant to Section 2 of the General Terms, Section S-1.4, and applicable Program Policies);~~; and (f) any taxes that Amazon automatically calculates, collects and remits to a tax authority according to applicable law, as specified in the Tax Policies.

We may establish a reserve on your account ~~(i.e., holding in your account funds that will not be immediately paid to you)~~ based on our assessment of risks to Amazon or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time at our sole discretion.

When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date may be deferred by up to 14 days.

For sellers that are on the Individual selling plan, the remittance amount will not include Sales Proceeds from the 14-day period before the date of remittance. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our Affiliate), on the next available Remittance Calculation Date we will refund to you the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund (including refunded taxes and customs duties only to the extent specified in the applicable ~~Tax Policies~~ Tax Policies), less the Refund Administration Fee for each of Your Products refunded that is not a BMVD Product, ~~in case such distinction is made for calculating fees in the country where you operate)~~ which amount we may retain as an administrative fee.

~~In case there is a distinction in fees charged for Media Products in the country where you operate (which is not the case in Brazil), the following rules will apply: in the case of a complete refund of Sales Proceeds for a Media Product, we will refund to you the full amount of any Variable Closing Fee paid by you to us. In the case of a partial refund of Sales Proceeds for a Media Product, we will not refund to you any portion of any Variable Closing Fee paid by you to us.~~

~~We will remit any amounts to be refunded by us pursuant to this subsection from time to time together with the next remittance to be made by us to you.~~

“Refund-Processing Administration Fee” means the applicable fee described on the [Refund Administration Fee Schedule](#) for the applicable Amazon Site.

Net Sales Proceeds will be credited to your available balance when they are received by us or our Affiliates.

S-7 Control of Amazon’s Websites and Services.

Amazon **Sites.**

~~We have~~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~~each Service, including ~~by redesigning, modifying, removing, or restricting access to any of them, and by suspending, prohibiting, or removing your use of the same.~~ Amazon may assign any listing of these rights or delegate any of its responsibilities.

~~S-8 Effect of Termination-~~

~~Upon termination of these Selling on Amazon Service Terms in connection with a particular Amazon Site, all rights and obligations of the Parties under these Selling on Amazon 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 Term.~~

~~Selling on Amazon Definitions~~

~~"Amazon-Fulfilled Products" means any of Your Products that are fulfilled using the Fulfillment by Amazon Service (to the extent such service is available in the country where you operate).~~

Selling on Amazon Definitions

"Amazon Refund Policies" means the ~~return and refund policies~~ return and refund policies published on the ~~applicable~~ Amazon Site and applicable to products and services offered via ~~that~~ the Amazon Site.

"BMVD Product" means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription, in each case excluding any software product, computer game, and/or video game.

"Excluded Offer" means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through ~~a particular~~ the Amazon Site but that we do not honor or support (but only until such time as we honor or support the same on ~~such~~ the Amazon Site); or (b) make available solely to third parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), ~~or (ii) if the Elected Country is Canada, Mexico, or the United States, have affirmatively elected and opted in to participate in your or one of your Affiliates' membership-based customer loyalty or customer incentive programs).~~

"Expected 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" ~~(to the extent such distinction applies in the country where you operate)~~ means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, or other media product in any format, including any related subscription, offered through an Amazon Site.

"Purchase Price" means the total amount payable or paid for Your Product (including taxes and shipping and handling charges only to the extent specified in the applicable ~~Tax Policies~~ Tax Policies).

"Remittance Calculation Date" is the date that is two (2) business days prior to the date of remittance (the "Remittance Calculation Date").

"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 Program Policies): (a)

description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and UPC/EAN/JAN 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); (h) any text, disclaimers, warnings, notices, labels, warranties, 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, restocking 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 UPC/EAN/JAN numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalog; (p) the state or country Your Product ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

~~"Seller-Fulfilled Products" means any of Your Products that are not fulfilled using the Fulfillment by Amazon Service.~~

"Shipment Information" means, with respect to any of Your Products, the estimated or promised shipment and 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, .edu, .ca, .fr, .jp) or any variation of a top level domain (e.g., dot com, dotcom, net, or com).

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

Transaction Processing Service Terms

BY REGISTERING FOR OR USING ANY SERVICE ~~OTHER THAN AMAZON CLICKS FOR WHICH THE ELECTED COUNTRY IS THE UNITED STATES~~, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THESE TRANSACTION PROCESSING SERVICE TERMS FOR THAT SERVICE. ~~NOTWITHSTANDING THE FOREGOING, IF A SEPARATE AGREEMENT GOVERNS THE OFFER, SALE OR FULFILLMENT OF YOUR PRODUCTS ON THE US AMAZON SITE, THE TERMS OF THAT AGREEMENT WILL CONTINUE TO GOVERN THE PROCESSING OF YOUR TRANSACTIONS TO THE EXTENT DESCRIBED IN THAT AGREEMENT.~~

P-1 Payments Processing Agency Appointment

~~You~~

For non-invoiced orders, you authorize Amazon ~~Payments, Inc. ("Amazon Payments")~~ to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions, receiving and holding Sales Proceeds on your behalf, remitting Sales Proceeds to Your Bank Account, charging your Credit Card, and paying Amazon and its Affiliates amounts you owe in accordance with this Agreement or other agreements you may have with Amazon Affiliates. ~~Amazon Payments provides~~For invoiced orders, you authorize: (a) Amazon Serviços de Varejo do Brasil Ltda to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions, and receiving and holding Sales Proceeds on your behalf; and (b) Amazon Serviços de Varejo do Brasil Ltda to act as your agent for purposes of remitting Sales Proceeds to Your Bank Account, charging your Credit Card, and paying Amazon and its Affiliates amounts you owe in accordance with this Agreement or other agreements you may have with Amazon Affiliates. For purposes of these services, Amazon Serviços de Varejo do Brasil Ltda is the "Amazon Payments Agent". The applicable Amazon Payments Agents provide the services described in these Transaction Processing Service Terms and the related services described in Sections S-1.4, S-2.2, S-~~65~~5, and ~~F-8.3~~ of the Agreement (collectively, the "Transaction Processing Services").

When a buyer instructs us to pay you, you agree that the buyer authorizes and orders us to commit the buyer's payment (less any applicable fees or other amounts we may collect under this Agreement) to you. You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. We will remit funds to you in accordance with this Agreement.

P-2 Remittance

Subject to Section 2 of the General Terms of this Agreement, the applicable Amazon Payments Agents will remit funds to you in accordance with Section S-~~65~~5 of the Agreement and these Transaction Processing Service Terms. Each applicable Amazon ~~Payments' Payments Agent's~~ obligation to remit funds collected or received by it ~~on or otherwise credited to your behalf~~available balance in connection with Your Transactions is limited to funds in your available balance that have ~~actually been received by Amazon Payments~~become available in accordance with this Agreement less amounts owed to Amazon and any taxes that Amazon automatically calculates, collects and remits to a tax authority according to applicable law, as specified in the Tax Policies, subject to chargeback or reversal or withheld for anticipated claims in accordance with this Agreement. Without limiting Amazon's rights to collect any amounts you owe, the applicable Amazon ~~Payments' Payments Agent's~~ receipt of Sales Proceeds or crediting of Sales Proceeds to your available balance discharges your obligation to pay applicable fees and other amounts under this Agreement to the extent the Sales Proceeds received or credited equal or exceed the fees and other amounts you owe and the Sales Proceeds are applied to the payment of those fees and amounts.

P-3 Your Funds

Your Sales Proceeds will be held in an account with the applicable Amazon Payments Agent (a- "Seller Account") and will represent an unsecured claim against that Amazon Payments Agent. Your Sales Proceeds are not insured by the Federal Deposit Insurance Corporation, nor do you have any right or entitlement to collect Sales Proceeds directly from any customer. Prior to disbursing funds to you, an Amazon Payments Agent may combine Sales Proceeds held with the funds of other users of the Services, invest them, or use them for other purposes permitted by applicable Laws. You will not receive interest or any other earnings on any Sale Proceeds. To the extent required by applicable Laws, an Amazon Payments Agent will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.

P-4 Verification

We may at any time require you to provide any financial, business or personal information we request to verify your identity. You authorize us to obtain from time to time consumer credit reports to establish or update your Seller Account or in the event of a dispute relating to this Agreement or the activity under your Seller Account. You agree to update all Seller Account information promptly upon any change. The Amazon Privacy Notice applies to your use of the Transaction Processing Services.

~~P-5 Dormant Accounts~~

~~If there is no activity (as determined by us) in connection with your Seller Account for the period of time set forth in applicable unclaimed property laws and we hold Sales Proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Seller Account open and maintaining the Sales Proceeds in your Seller Account. If you do not respond to our notice(s) within the time period we specify, we will send the Sales Proceeds in your Seller Account to your state of residency, as determined by us based on the information in your Seller Account. If we are unable to determine your state of residency or your Seller Account is associated with a foreign country, your funds may be sent to the State of Delaware.~~

P-5 Dormant Accounts

~~Marketplace Web Service~~

~~If there is no activity (as determined by us) in connection with your Seller Account for a period of 5 (five) years or more, your right to your available balance in your Seller Account ends (notwithstanding that you may have active listings). We will owe no further obligation to pay you all or any part of that available balance, on the date that is 5 (five) years after the last transaction conducted on your Seller Account. During that 5 (five) years, we will notify you by means designated by us and provide you with the option of keeping your Sellers Account open and maintain the Sales Proceeds in your Seller Account and we will make reasonable efforts to ensure payment to you of your available balance (subject to and provided that the payment is calculated on the terms of this Agreement).~~

Selling Partner API Terms

~~The Marketplace Web Service (“MWS”) is a Service that enables your systems to interface with certain features or functionality available to Sellers. These MWS Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in MWS.~~

~~BY REGISTERING FOR OR USING THE MARKETPLACE WEB SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE MARKETPLACE WEB SERVICE TERMS.~~

~~MWS-1 Description of the Marketplace Web Service.~~

~~We may make available to you MWS Tools~~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 Sellers. MWS and MWS Tools are provided by us at no charge, subject to the General Terms of this Agreement and the Marketplace Web Service Terms 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 MWS and MWS Tools the Selling Partner APIs and the API Materials in this Agreement are solely between you and us. MWS Tools 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 MWS Tools API Materials. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any MWS Tools API Materials that are Public Software, all of the non-license provisions of this Agreement will apply.

MWS

API-2 License and Related Requirements

API-2.1 Generally. Subject to your completion of our online registration process for MWS and compliance with the terms of this Agreement, including all applicable Program Policies, we We grant you a limited, revocable, non-exclusive, non-sublicenseable, nontransferable license to do the following: (a) during the term of the Agreement to allow Developers to access and use MWS, and install, copy, and use MWS Tools, Your Materials through the Selling Partner APIs and the API Materials solely in support of your use of the Services covered by this Agreement in accordance with any applicable MWS. 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, or (b) access and use MWS, and install, copy, use, and distribute MWS Tools, for the purpose of integrating or enhancing a Seller’s”), and our internal data center facilities, servers, networking equipment, and host software systems with the features and functionality permitted by us to be accessed through MWS, but solely in support of Sellers who (i) we approve as participating in good standing in the applicable Services covered by this Agreement, and (ii) have specifically authorized you that are within our or their reasonable control and are used to provide support services for their Selling Account under an agreement between you and the applicable Seller. the Selling Partner APIs or the API Materials (the “Amazon Network”).

MWS

API-2.2 Selling Account. You must maintain a Selling Account (which may be a Staging Account) in good standing at all times during the Term.

MWS-2.3 License Restrictions. You may use

You may authorize Developers to access your Materials through the Selling Partner APIs and access MWS and applicable MWS Tools the API Materials only through MWS APIs documented and communicated by us to you 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 MWS or MWS Tools 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 ~~MWS or any MWS Tools~~ 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; ~~or (h) engage in any activities we otherwise prohibit. In addition, all licenses granted in these Marketplace Web Service Terms are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement~~ (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.

MWS

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. ~~To access MWS APIs, you~~

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 Marketplace Web Service Terms ~~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.

MWS

API-2.5 Security of Your ~~Information.~~ Materials.

You are solely responsible for ~~the development, content, operation, and maintenance of Your Information, and for properly configuring and using MWS~~ 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 ~~Information, including using encryption technology to protect them from unauthorized access and routinely archiving them.~~ Materials. We are not responsible for any unauthorized access to, alteration of, or ~~the~~ deletion, destruction, damage, loss, or failure to store any of Your ~~Information~~ Materials in connection with ~~MWS~~ the Selling Partner APIs (including as a result of your or any ~~Seller’s or other~~ third party’s errors, acts, or omissions).

~~**MWS-2.6 MWS Applications.** Prior to making your MWS Application available for commercial use, you must thoroughly test your MWS Application to ensure that it operates properly with MWS and MWS Tools, including, without limitation, that it complies with MWS Specifications.~~

~~**MWS-2.7 Information and System Access.** To the extent you access or use MWS or MWS Tools for the purposes set forth in Section MWS 2.1 of this Agreement, you will not access or use any Selling Account unless and only for so long as the access and use is (a) approved beforehand in writing by the Seller as part of a binding agreement between you and the Seller,~~

~~and (b) required to deliver or operate an MWS Application to or on behalf of the Seller in accordance with that agreement. You may not modify the account settings, Content, or offers of any Selling Account or make any other change to a Selling Account except to the extent authorized in writing by the Seller as part of a binding agreement between you and the Seller. You will not access or use any MWS Transaction Information or Personal Information for any purpose other than the delivery or operation of an MWS Application to or on behalf of the Seller. You may not reproduce or disseminate or disclose to any third party any MWS Transaction Information or Personal Information for any purpose. Without limiting the foregoing, you will (i) take appropriate technical and organizational measures to protect against unauthorized or unlawful processing or use of MWS Transaction Information or Personal Information and against accidental loss or destruction of, or damage to, MWS Transaction Information or Personal Information, (ii) maintain all MWS Transaction Information and Personal Information logically separate from all other information, and (iii) at all times ensure that you are aware of and have documentation of the location of all copies of any MWS Transaction Information or Personal Information stored by or for you.~~

~~MWS~~

~~API-3~~

~~MWS~~

Termination:

~~API-3.1 Termination of Your Access to MWS and MWS Tools, the Selling Partner APIs and the API Materials.~~

~~Without limiting the parties' rights and obligations under this Agreement, the Selling Partner API Developer Agreement, or the Selling Partner API License Agreement, we may limit, suspend, or terminate your access to MWS and all MWS Tools at any time and for any reason upon the Selling Partner APIs and the API Materials for convenience with 30 days' notice to you, including but not limited to circumstances where your access to any other Service is suspended or terminated, where the access of any Seller you support to use one or more Services is suspended or terminated, or. 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.~~

- ~~• your use of MWS or MWS Tools (a) poses a security risk to MWS or MWS Tools or any Seller or other of our customers, (b) may harm our systems or any Seller or other of our customers, or (c) may subject us or any third party to liability;~~
- ~~• you are using MWS or MWS Tools for fraudulent or illegal activities; or~~
- ~~• our provision of any aspect of MWS or MWS Tools to you is prohibited by law.~~

~~Upon any suspension or termination of your access to MWSthe Selling Partner APIs and the API Materials, you will immediately cease authorizing others to use of MWSthe Selling Partner APIs and all MWS Toolsthe API Materials. Upon any termination of your access to MWSthe Selling Partner APIs and the API Materials, you will also immediately destroy all MWS Tools.API Materials. Upon any suspension or termination of your access to MWSthe 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 MWS and MWS Toolsthe Selling Partner APIs and the API Materials.~~

~~**MWS-3.2 Effect of Termination.** Upon termination of these Marketplace Web Service Terms, all rights and obligations of the Parties under these Marketplace Web Service Terms will be~~

~~extinguished, except that Sections MWS 1, MWS 3, MWS 4, MWS 5, MWS 6, MWS 7, MWS 8, MWS 9, and MWS 10 survive termination.~~

MWS

API-4 Modifications to MWS or MWS Tools. the Selling Partner APIs and the API Materials

~~We may change, deprecate, or discontinue MWS or MWS Tools the Selling Partner APIs or the API Materials (including by changing or removing features or functionality of MWS or MWS Tools 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 18.~~

MWS-5 Notices.

~~For notices made by you to us under these Marketplace Web Service Terms and for questions regarding this Agreement, MWS, or MWS Tools, you may contact us at the Contact Address.~~

MWS-6 Suggestions.

~~If you suggest to us improvements to MWS or MWS Tools (collectively, "MWS Suggestions"), in addition to the rights you grant to us in the General Terms, we will own all right, title, and interest in and to the MWS Suggestions, even if you have designated the MWS Suggestions as confidential. We will be entitled to use the MWS Suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the MWS Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the MWS Suggestions. We reserve the right to contact Sellers in order to conduct periodic surveys to ascertain Sellers' general level of satisfaction with the MWS and MWS Tools and with your delivery of related services to Sellers, and you agree that we may publically report the results of surveys without restriction.~~

MWS-7 Rights in MWS, MWS Tools, MWS Specifications, and the Amazon Network.

~~As between you and us, we or our licensors own all right, title, and interest in and to MWS, MWS Tools, MWS Specifications, and the Amazon Network. Except as provided in Section MWS 2 of this Agreement, you obtain no rights under this Agreement from us or our licensors to MWS, MWS Tools, MWS Specifications, or the Amazon Network, including any related intellectual property rights.~~

MWS-8 Indemnification.

~~In addition to your obligations under the General Terms of this Agreement, you agree to defend, indemnify, and hold harmless us, our Affiliates, our and their licensors, and each of our and their respective employees, officers, directors, and representatives from and against any Claims arising out of or relating to: (a) your use of MWS or MWS Tools (including any of Your Materials you upload, transfer, or otherwise make available to or through MWS); (b) Your Information or the combination of Your Information with other applications, Content, or processes, including any claim involving alleged infringement or misappropriation of third party rights or the use, development, design, production, advertising, or marketing of Your Information; or (c) any dispute between you and any Seller. If we or any of our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process in connection with your use of MWS or MWS Tools (including as described in clause (a) above), you will also reimburse us for reasonable attorneys' fees, as well as our or their employees' and~~

contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our or their then current hourly rates. For Claims outlined in clauses (a) through (e) above, you must: (i) defend against any Claim with counsel of your own choosing (subject to our prior written consent); or (ii) settle the Claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the Claim at any time.

MWS-9

API-5

Disclaimers-

IN ADDITION

TO THE ~~DISCLAIMERS IN~~ EXTENT PERMITTED BY LAW, THE ~~GENERAL TERMS OF THIS AGREEMENT, MWS~~ SELLING PARTNER APIS AND ~~MWS TOOLS~~ THE API MATERIALS ARE PROVIDED "AS IS". WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING ~~MWS~~ THE SELLING PARTNER APIS OR ~~MWS TOOLS~~ THE API MATERIALS, INCLUDING ANY WARRANTY THAT ~~MWS~~ THE SELLING PARTNER APIS OR ~~MWS TOOLS~~ THE API MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY ~~SOFTWARE, MATERIALS OR~~ DATA, ~~TEXT, AUDIO, VIDEO, IMAGES, OR OTHER CONTENT~~ YOU ACCESS, USE, STORE, RETRIEVE, OR TRANSMIT IN CONNECTION WITH ~~MWS~~ THE SELLING PARTNER APIS, INCLUDING YOUR ~~INFORMATION~~ MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR ~~AFFILIATES~~ AFFILIATE COMPANIES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. FURTHER, NEITHER WE NOR ANY OF OUR ~~AFFILIATES~~ AFFILIATE COMPANIES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE INABILITY TO USE ~~MWS~~ THE SELLING PARTNER APIS OR ~~MWS TOOLS, INCLUDING AS A RESULT OF~~ THE API MATERIALS FOR ANY ~~TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS TOOLS~~ REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; ~~OR~~ (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO ~~MWS OR MWS TOOLS; OR (D) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS TOOLS. WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAY DISCONTINUE PROVIDING OR DEPRECATE MWS AND ANY MWS TOOLS, AND MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF MWS AND ANY MWS TOOLS FROM TIME TO TIME, AND YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES OR LICENSORS WILL BE LIABLE TO YOU FOR ANY OF THE FOREGOING ACTIONS~~ THE SELLING PARTNER APIS OR THE API MATERIALS.

MWS-10 Other Terms.

MWS-10.1 Non-Exclusive Rights.

The rights we grant you in this Agreement are nonexclusive, and we reserve the right (a) to develop or have developed for us products, services, concepts, systems, or techniques that are similar to or compete with any of the products, services, concepts, systems, or techniques that you may develop or use in connection with MWS or MWS Tools and (b) to hire, appoint, or assist third party developers or systems integrators who may offer products, services, concepts, systems, or techniques that are similar to or compete with yours. Each of us will be free to establish our own pricing for our products and services. As between you and us, you will be

~~solely responsible and liable for payment of all costs and expenses of any nature incurred by you or your employees in connection with the performance of your obligations and exercise of your rights under these Marketplace Web Service Terms or under any agreement you enter into with any Seller or other third party.~~

~~MWS-10.2 Confidentiality.~~

~~You agree not to disclose any Confidential Information we make available under these Marketplace Web Service Terms. However, you will not be required to maintain the confidentiality of any information we make available under these Marketplace Web Service Terms that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to you at the time of your receipt from us without breach of this Agreement or any other agreement between you and us; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by you without reference to Confidential Information.~~

~~MWS-10.3 Import and Export Compliance.~~

~~In using MWS and MWS Tools, you will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.~~

~~MWS-10.4 No Third Party Beneficiaries.~~

~~Except as expressly set forth in these Marketplace Web Service Terms, these Marketplace Web Service Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Marketplace Web Service Terms.~~

~~Marketplace Web Service Definitions~~

~~"Account Identifiers and Credentials" means account IDs and any unique public key/private key pair issued by us or an Affiliate Company that enables you to access and use MWS or MWS Tools.~~

~~"Amazon Network" means our and our Affiliate Companies' internal data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within our or their reasonable control and are used to provide MWS or MWS Tools.~~

~~"API" means an application programming interface.~~

~~"Contact Address" means: mws_admin@amazon.com, with a copy to P.O. Box 81226, Seattle, WA 98108-1226, Attn: Marketplace Web Service Support.~~

~~"MWS Application" means a software application or website that interfaces with MWS or MWS Tools.~~

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