

Amazon Services Business Solutions Agreement

[The version of this Agreement in English is the definitive legal version. Translation into Turkish is available for your ease of reference only.](#)

General Terms

[Welcome to Amazon Services Business Solutions, a suite of optional seller services including Selling on Amazon and Fulfilment by Amazon.](#)

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE ~~SELLING ON AMAZON SERVICE~~[SERVICES](#) with respect to amazon.com.tr [THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS](#) AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND Amazon Turkey Perakende Hizmetleri Limited Şirketi ("~~ATRS~~"), which is a wholly owned subsidiary of Amazon Europe Core S.a.r.l. ([THE "AGREEMENT"](#)). BY REGISTERING FOR OR USING THE ~~SERVICE~~[SERVICES](#), YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND ~~PROGRAMME~~[PROGRAM POLICIES](#) FOR ~~THE SELLING ON AMAZON~~[EACH SERVICE](#) ~~with respect to~~ [YOU REGISTER FOR OR USE IN CONNECTION WITH amazon.com.tr.](#)

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

1. ~~1.~~ Enrolment

To begin the enrolment process, you must complete the registration process for ~~the Selling on Amazon Service~~[one or more of the Services](#). By registering for or using the ~~Service~~[Services](#) you confirm that you did not rely on any oral or written representations made by employees of Amazon and/or any of its affiliates and that you chose the service based on your own due diligence and consideration. Use of the ~~Service~~[Services](#) is limited to parties that can lawfully enter into and form contracts under applicable law [\(for example, the Amazon Site Country may not allow minors to use the Services\)](#). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. ~~We may at any time cease providing the Service 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. ~~2.~~ Service Fee Payments

Fee details are described fully in the [applicable Service Terms and Program Policies](#). You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the [applicable Service Terms](#) provide otherwise. To use ~~the~~[a](#) Service, you must provide us with valid credit card information from a credit card or credit cards ~~acceptable~~[accepted](#) by Amazon ("~~Your Credit Card~~") as well as [a](#) valid bank account information for a bank account in your name that is with a bank located within a country shown as supported by our standard

functionality and enabled for accounts acceptable by Amazon (which functionality 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 ~~the~~a Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorize us (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~~any of your payment account(s) held with Amazon, where applicable, for any sums payable by you to us (in reimbursement or otherwise). ~~At Amazon's option, all~~All payments to you will be ~~made~~remitted to Your Bank Account, ~~via cheque or other means as specified by us.~~ In addition to charging payable sums to Your Credit Card, ~~we may~~you authorize us to choose instead ~~choose~~ to either (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you (including any amounts held in Reserve), or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Credit Card, or seeking such reimbursement from you by any other lawful means; provided that the foregoing will not limit your rights to pursue any good faith dispute with Amazon concerning whether any amounts are payable or due.

If we conclude that your actions and/or performance in connection with the Agreement may result in customer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (a) a period of ninety (90) days following the initial date of suspension; or (b) completion of any investigation(s) regarding your actions and/or performance in connection with the Agreement. If we determine that your account has been used to engage in fraud or other illegal activity, then we may, in our sole discretion, permanently withhold remittances and payments. You agree that we are entitled to the interest, if any, paid on balances in all our bank accounts, even though some of that interest may be attributable to the time taken for the exercise of the rights, and the performance of the obligations, under this Agreement.

We may require that you maintain a minimum amount with us or establish a separate reserve amount (a "**Reserve**") to secure the performance of your payment obligations under this Agreement. The Reserve will be in an amount we determine to cover our risk from providing the Service to you (including without limitation anticipated chargebacks or credit risk) or the amount designated by any third party, processor and financial institution we use to provide the Service. The Reserve may be raised, lowered or removed at any time. You agree that we may fund the Reserve from ~~the~~ your Sales Proceeds, amounts sent by you upon our request, or amounts due to you under this Agreement. You also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us, our affiliates, or other customers.

3. ~~3.~~ **Term and Termination**

The term of this Agreement will start on the date of your completed registration for use of ~~the~~a Service and continue until terminated by us or you as provided below ~~(the "Term")~~. ~~We may terminate or suspend this Agreement or. You may at any time terminate your use of~~ any Service immediately ~~by notice to you for any reason at any time. You may on notice to us via Seller Central, email, the Contact Us Form, or similar means. We may terminate your use of any Services or~~ terminate this Agreement ~~or any Service for any reason at any time by the means then specified by Amazon. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. Upon~~for convenience with 30 days'

advance notice. We may suspend or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or (c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Amazon's legitimate interest. We will promptly notify you of any such termination or suspension via email or similar means including Seller Central, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. On termination of this Agreement, all related rights and obligations of the parties under this Agreement will terminate, except that under this Agreement immediately terminate, except that (d) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and (e) Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16 and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also 11, 15 and 17 of these General Terms survive termination.

4. ~~4.~~ Licence

You grant us a royalty-free, non-exclusive, worldwide, ~~perpetual, irrevocable~~ right and licence ~~to use, reproduce, perform, display (public communication), distribute, adapt, modify, re-format, create and exploit derivative works of, and otherwise commercially or non-commercially exploit in any manner,~~ for the duration of your original and derivative 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 TR Amazon Site or ~~Services~~ Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

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

6. ~~6.~~ Indemnification

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

6.2 Amazon's indemnification obligations. Amazon will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents 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, take control of the defencevoluntarily intervene in the proceedings at our expense. ~~You~~No party may ~~not~~ consent to the entry of any judgment or enter into any settlement of a/an indemnified Claim without ~~our~~the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

7. Disclaimer

~~a. THE AMAZON SITE 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 SITE, THE SERVICES AND SELLER CENTRAL OR ANY ONLINE PORTAL OR TOOL PROVIDED BY AMAZON TO HELP YOU PARTICIPATE IN THE SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (1) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AMAZON SITE 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. SOME JURISDICTIONS' LAWS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, IN WHICH CASE THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU, AND WE AND OUR AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUIET ENJOYMENT.~~

~~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.~~

~~**7. 8. Limitation of Liability**~~ **Limitation of Liability**

~~8. WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, DELICT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR INDIRECT DAMAGES SUCH AS COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.~~

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

9. Insurance

~~If the gross proceeds from sales of Your products processed through the Fulfilment by Amazon Service exceed the applicable Insurance Threshold during each month over any period of three (3) consecutive months, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term public third party liability insurance in connection with TR Amazon Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with TR Amazon Site, including products liability and bodily injury, with~~

policy (ies) naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance evidencing the coverage required by this Section 8 to the following address: Amazon Services Europe S.à r.l., 38 avenue John F. Kennedy, L-1855 Luxembourg, Attn: Risk Management; and with a copy to: c/o Amazon, P.O. Box 81226, Seattle, WA 98108- 1226, USA, Attention: Risk Management.

10. 9-Tax Matters

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

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

All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax which may be levied by any governmental or taxing authority in or outside of Turkey. You will provide us any information we reasonably request to determine whether we are obligated to collect Your ~~taxes~~Taxes from you, including your tax identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

11. [This provision is intentionally left blank.]

12. 10-Confidentiality and Personal Data

During the course of your use of the ~~Service~~Services, you may receive ~~information relating to us or to the Service including, but not limited to Amazon Transaction Information, that is not known to the general public~~ (“Confidential Information”). You agree that for the term of the Agreement and 5 years after termination: (a) all Confidential Information will remain Amazon's exclusive property except for customer personal data owned by the respective customer; (b) you and your affiliates will use Confidential Information only as is reasonably necessary for your participation in the ~~Service~~Services; (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party except as required to comply with the law; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement ~~–, and~~ (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release

~~or make any public statement~~ related to the ~~Service~~Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. You may only use the Amazon Mark as defined in and according to the Trademark Usage Guidelines available in Seller Central; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

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

13. ~~11.~~ Force Majeure.

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

14. ~~12.~~ Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Amazon provides the Selling on Amazon Service in its capacity as a commercial agent. As Amazon acts as a commercial agent when it provides the Selling on Amazon Service, you authorize Amazon to collect Sales Proceeds from buyers on your behalf and you agree that, upon payment by a buyer of Sales Proceeds to Amazon, such buyer's debt to you in respect of the Sales Proceeds shall be considered settled and the buyer will be considered discharged from the obligation to pay you the Sales Proceeds. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or ~~shall~~will be construed to give to any Person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions ~~hereof~~of this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and relying customers or sellers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

13. Use of Amazon Transaction Information.

~~You will not, and will cause your affiliates not to, directly or indirectly: (a) disclose or convey any Amazon Transaction Information (except you may disclose this information as necessary for you to perform your obligations under this Agreement and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Amazon Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product that has not yet been delivered or fulfilled with the intent to collect any amounts in connection therewith, to influence such Person to make an alternative purchase, or to harass such Person; (d) disparage us, our~~

~~affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an Amazon Site user. In addition, you may only use tools and methods that we designate to communicate with Amazon Site users regarding Your Transactions, including for the purpose of scheduling or cancelling the delivery or fulfilment of Your Products. The terms of this Section 15 do not prevent you from using other information that you acquire without reference to Amazon Transaction Information for any purpose, even if such information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Amazon Site user.~~

15. ~~14.~~ **Suggestions and Other Information**

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

16. ~~15.~~ **Modification**

~~We may amend any of the terms and conditions contained in this Agreement (including the Service Terms and Programme Policies) at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central or on the Amazon Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Agreement will be posted for at least 30 days. Changes to Programme Policies may be made without notice to you. You should refer regularly to Seller Central to understand the current Agreement and Programme Policies and to be sure that the items you offer for sale can be sold via the applicable Service. YOUR CONTINUED USE OF THE SERVICE AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.~~ will provide at least 15 days' advance notice in accordance with Section 17 for changes to the Agreement.

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

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

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) to use the ~~Service~~Services, electronically accept Your Transactions, and review your completed ~~transactions~~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~~your account or Seller Central in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.~~17.~~

18. Miscellaneous

The laws of the Grand Duchy of Luxembourg govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any dispute relating in any way to your use of the ~~Service~~Services or this Agreement will be adjudicated in the courts of the district of Luxembourg City, Luxembourg ~~(a) non-exclusively, if you are not registering for the Service as a business (as set forth in the General Terms) and (b) exclusively, if you are registering for the Service as a business (as set forth in the General Terms)~~non-exclusively. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Amazon, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Amazon as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our ~~affiliates~~. ~~Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently~~Affiliates.

Amazon retains the right to immediately halt any ~~transaction~~Transaction, prevent or restrict access to the ~~Service~~Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable ~~Programme~~Program Policies.

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

~~We will~~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 regarding this Agreement to you at the e-mail addresses you designated for notifications and updates in your programme application or within Seller Central, or by any other means then specified by Amazon relating to Amazon to our Selling Partner Support team via Seller Central, email, the Contact Us form, or similar means. We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications

~~regardless of any "E-mail Preferences" (or similar preferences or requests) you may have indicated on the Amazon Site, on Seller Central, or by any other means. You may change your e-mail addresses by updating your information in Seller Central. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate. You must send all notices and other communications relating to Amazon to us by using the applicable Contact Us form.~~

~~Any stamp tax payable on or by reference to this Agreement (including POs and Product deliveries resulting from it) will be fully borne by you; at Amazon's request, you will produce evidence of the payment within 5 (five) days.~~

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

Definitions

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

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

"**Amazon Site**" means ~~the~~ TR Amazon Site.

"**Amazon Site Country**" means Turkey.

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

~~"Media Product" means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription therefor.~~

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

"**Excluded Products**" means, as applicable, the products or items set forth in Seller Central in the [excluded products list](#) [Category, Product and Content Restrictions](#) for the TR Amazon Site.

"**Insurance Limits**" means [Euros €500,000](#).

"**Insurance Threshold**" means [Euros €500,000](#).

"**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.

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

"**Local Currency**" means Turkish ~~Lira~~ [Liras](#).

"**Order Information**" means, with respect to any of Your Products sold through ~~an~~ [TR](#) Amazon Site, the order information and shipping information that we provide or make available to you.

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

"~~**Programme**~~ [Program Policies](#)" means all ~~terms, conditions, policies, guidelines, rules and other information on the Amazon Site or on Seller Central, including those shown on the "Policies and Agreements" section of Seller Central or elsewhere in the "Help" section of Seller Central.~~ [and program terms provided on the Program Policies page.](#)

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

~~"**Agreement**" means the Selling on Amazon Service Terms and any successor to this agreement, or any other similar agreement (as determined by Amazon) between you and us that permits you to list and sell products via the Amazon Site.~~

"**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 ~~the~~ [TR](#) Amazon Site; or any other online point of presence.

"**Service**" means ~~the Selling on Amazon Service~~ [each of the following services](#) that Amazon makes available on ~~the~~ [TR](#) Amazon Site; [the Selling on Amazon Service; the Fulfilment by Amazon Service](#), and any related services we make available.

"**Service Terms**" means the service terms specific to ~~the Selling on Amazon~~ [each](#) Service set forth herein and made a part of this Agreement upon the date you elect to register for ~~this~~ [or use the applicable](#) Service and any subsequent modifications we are permitted to make to those terms.

"**Technology**" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

~~"**TR Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.com.tr, and any successor or replacement website.~~ "**Trademark**" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under any Laws.

[TR Amazon Site](http://www.amazon.com.tr)" means that website, the primary home page of which is identified by the URL www.amazon.com.tr and any successor or replacement website

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

"**Your Product**" means any product or service that ~~is made available for listing for sale,~~ you: (a) have offered for sale or sold by you through the Selling on Amazon Service; or (b) have fulfilled or otherwise processed through the Fulfilment by Amazon Service.

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

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

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

"**Your Transaction**" means any sale of Your Product(s) through ~~the~~TR Amazon Site.

Selling on TR Amazon Site Service Terms

The Selling on TR Amazon ~~site~~Site Service ("**Selling on Amazon**") is a Service that allows you to list certain products and services for sale directly via the TR Amazon Site. Selling on TR Amazon ~~site~~Site is operated by ~~ATRS-~~Amazon Turkey Perakende Hizmetleri Limited Şirketi.

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

S-1. Your Product Listings and Orders

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

S-1.2 Product ~~Listing~~[Listings](#); Merchandising; Order Processing. We will list Your Products for sale on ~~the~~[the](#)TR Amazon Site on the applicable Selling on Amazon Launch Date, and conduct merchandising and promote Your Products ~~as determined by us~~[in accordance with the Business Solutions Agreement](#) (including via the Amazon Associated Properties or any other functions, features, advertising, or ~~programmes~~[programs](#) on or in connection with ~~the~~[the](#)TR Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each ~~sale~~ of Your Transactions. Sales Proceeds [relating to sales made on the TR Amazon Site](#) will be paid to ~~you~~[Your Account](#) in accordance with these Service Terms.

S-1.3 Shipping and Handling Charges. For ~~those of~~[those of](#) Your Products sold on or through ~~the~~[the](#)TR Amazon Site ~~that are not fulfilled using Fulfilment by Amazon~~[that are not fulfilled using Fulfilment by Amazon](#), you will determine shipping and handling charges, ~~if applicable, via and~~[if applicable, via and](#) subject to ~~any~~[our](#) standard functionality and categorizations for the Amazon Site and further subject to any ~~free~~ shipping and handling charge ~~Programme~~[Program](#) Policies for ~~the~~[the](#)TR Amazon Site. [For those of Your Products that are fulfilled using Fulfilment by Amazon, please refer to the Fulfilment by Amazon Service Terms.](#)

S-1.4 Credit Card Fraud. We will bear the risk of 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, and you will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any Seller-Fulfilled Product that is not fulfilled strictly in accordance with the Order Information and Shipment Information. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop and/or cancel orders of Your Products if we ask you to do so (provided that if you have transferred Your Products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such

carrier or shipper). You will refund any customer (in accordance with [Section S-2.2](#)) that has been charged for an order that we stop or cancel.

S-2. Sale and Fulfilment, Refunds and Returns

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

S-2.2 Cancellations, Returns and Refunds. For all of Your Products [that are not fulfilled using Fulfilment by Amazon,](#) you will accept and process cancellations, returns, refunds and adjustments in accordance with these Service Terms and the Amazon Refund Policies and ~~Programme~~[Program](#) Policies for ~~the~~[the](#)TR Amazon Site published at the time of the applicable order and we may inform customers that these policies apply to Your Products. Except as otherwise set forth in the ~~Programme~~[Program](#) Policies, you will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using functionality we enable for your account. This functionality may be modified or discontinued by us at any time without notice and is subject to the ~~Programme~~[Program](#) Policies and the terms of this Business Solutions Agreement. You will route all such payments through Amazon. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us in accordance with the Service Fee Payments section of the Agreement for all amounts so paid. [For all of Your Products that are fulfilled using Fulfilment by Amazon, the Amazon Refund Policies published at the time of the applicable order will apply and you will comply with them.](#) You will promptly provide refunds and adjustments that you are obligated to provide ~~under the applicable Amazon Refund Policies and~~ as required by Law, and in no case later than thirty (30) [calendar](#) days following after the obligation arises.

S-3. Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls. You are responsible for any non-performance, non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which ~~we are~~ [Amazon is](#) 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 Fulfilment by Amazon, if any, the Fulfilment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of those of Your Products.](#) You are also responsible for any non-conformity or defect in, or any public or private recall of, as well as any other safety concerns related to, any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products or other products provided in connection with Your Products. If we determine that the performance of your obligations under this Agreement may result in returns, claims, disputes, violations of our terms or policies, or cause any other risks to Amazon or third parties, then we ~~will have sole discretion to~~ [may](#) mitigate them including ~~the right to determine~~ [by determining](#) whether a customer will receive a refund, adjustment or replacement for any of Your Products for as long as we determine any related risks to Amazon or third parties persist.

S-3.2 A-to-z Guarantee and Chargebacks. If we inform you that we have received a claim under the “A-to-z Guarantee” offered on ~~the~~ [TR](#) Amazon Site; or any chargeback or other dispute [relating to the offer, sale or fulfillment of Your products](#), concerning one of Your Transactions, you will ~~deliver to us within three (3) days after request by us: (a) proof of delivery or fulfilment 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 and displayed on the Amazon Site at the time of the transaction in question. If you fail to comply with the prior sentence, or if the~~ [have 30 days to appeal our decision of the claim. If we find that a](#) claim, chargeback, or dispute is ~~not caused by: (y) credit card fraud for which we are responsible under Section S-1.4; or (z) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the Service Fee Payments section of the Business Solutions Agreement for the amount of the customer purchase~~ [your responsibility, you \(i\) will not take recourse against the customer, and \(ii\) are responsible for reimbursing Amazon for the amount paid by the customer](#) (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~~ [as defined in Section S-4 and all](#) other [fees and expenses associated with the original transaction \(such as credit card, bank, payment processing, re-presentment and/or penalty fees associated with the original purchase and any chargeback or refund, in each case\)](#) [and any related chargebacks or refunds](#) to the extent ~~paid or~~ payable by us ~~or our affiliates.~~

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

~~Subject to this Section S-4, you are free to determine which of Your Products you wish to list for sale on the Amazon Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on the Amazon Site by ensuring that at the Selling on Amazon Launch Date for the Amazon Site and thereafter: (a) customer service for Your Products Site is at least as responsive and available and offers at least the same level of support as the most favourable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (b) the Content, product and service information and other information under Section S-1.1 regarding Your Products that you provide to us is of at least the~~

~~same level of quality as the highest quality information displayed or used in Your Sales Channels.~~
S-5. Compensation

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

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

S-6. 5. Remittance of Sales Proceeds & Refunds.

Except as otherwise stated in this Agreement (including without limitation Section 2 of the Business Solutions Agreement), we will remit to you on a bi-weekly (14 day) (or at our option, more frequent) basis any Sales Proceeds (excluding any amounts that are held in Reserve or are otherwise unavailable) collected by us or our affiliates but not previously remitted to you as of the date that is two (2) business days prior to the date of remittance (the **"Remittance Calculation Date"**) (which you will accept as payment in full for the sale and fulfilment, including any shipping and handling of Your Products), less: (a) the Referral Fees due for such sums; (b) the applicable Variable Closing Fee, if any, due for such sums; and (c) any Selling on Amazon Subscription Fees due; and (d) any refunds due to buyers in connection with the Amazon Site. When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date for the Amazon Site will be deferred by up to 14 calendar days. You will not have the ability to initiate or cause payments to be remitted to you. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our affiliates) 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 ~~S-9~~ 7); provided, however, that 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 (and 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). Amazon reserves the right to charge an administrative fee for processing refunds. We will remit any amounts to be refunded by us pursuant to this section from time to time together with the next remittance to be made by us to you.

S-7. Control of Site. 6. Amazon's Websites and Services.

~~Notwithstanding any provision of this Agreement, we will have the right in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the Amazon Site~~

~~and the Selling on Amazon Service (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to, the Amazon Site and the Selling on Amazon Service and any element, aspect, portion or feature thereof (including any product listings), from time to time) and to delay or suspend listing of, or to refuse to list, or to de-list, or to require you not to list any or all products on the Amazon Sites in our sole discretion.~~

~~S-8. Effect of Termination~~

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

Amazon has the right to determine, the design, content, functionality, availability and appropriateness of its websites, selection, and any product or listing in TR Amazon Site, and all aspects of each Service, including your use of the same. Amazon may assign any of these rights or delegate any of its responsibilities.

~~S-9.7. Tax Matters~~

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

Without prejudice to the generality of the foregoing:

- (a) If you are an entity, an individual or any other body that is both resident and tax registered in Turkey, you hereby give the following warranties and representations: (i) that the Turkish tax registration number you submit to Amazon belongs to the business you operate in Turkey, and that business is established in Turkey (ii) that all transactions regarding the services will be business-related transactions made by the business associated with the tax registration number you submit to Amazon; and (iii) that the Turkish tax registration number and all other information you provide is true, accurate and current, and you will immediately update Amazon about any changes to this information.
- (b) Amazon reserves the right to request additional information and to confirm the validity of any seller account information (including without limitation your tax registration number) from you or governmental authorities and agencies, as permitted by law. You hereby irrevocably authorize us to request and obtain such information from governmental authorities and agencies. You agree to provide us with any additional information upon request.
- (c) We reserve the right to charge you any applicable unbilled VAT if we are required by the law.
- (d) Invoices for the Applicable fees will be issued considering your net sales (total sales less returns) within the monthly invoicing period.
- (e) You agree to accept electronic invoices for the services provided by Amazon to you in a format and method of delivery determined by Amazon.

- (f) If there are any changes to the Turkish legislation, you hereby accept you will comply with the legislation changes.

Selling on Amazon Definitions

"**Amazon Refund Policies**" means the return and refund policies published on the Amazon Site and applicable to products sold by ATRS via ~~the~~[TR](#) Amazon Site.

"**Estimated Ship Date**" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability information in such inventory/product data feed or that Your Product is in a product category that Amazon designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

~~"**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 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 Amazon Site); or (b) make available solely to third parties that purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers).~~

"**Media Product**" means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, and/or other media product in any format, including any subscription therefore, sold through ~~the~~[TR](#) Amazon Site.

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

"**Remittance Calculation Date**" is defined in Section S-~~6-5~~.

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

"**Selling on Amazon Launch Date**" means the date on which we first list one of Your Products for sale on ~~the~~[TR Amazon Site](#).

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

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

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

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

Fulfilment by Amazon Service Terms

Fulfilment by Amazon ("**FBA**") provides fulfilment and associated services for Your Products. FBA is operated by Amazon Turkey Perakende Hizmetleri Limited Şirketi.

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

F.1. Your Products

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

F.2. Product and Shipping Information

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

F.3. Shipping to Amazon

F.3.1. Except as otherwise provided in Section F-5, for the Amazon Site you register Units in connection with, such Units will be delivered to customers in the Amazon Site Country only. You will ship Units to us in accordance with applicable Program Policies for the particular Amazon Site Your Products are registered in connection with. You will ensure that: (a) all Units are properly packaged for protection against damage and deterioration during shipment and storage; (b) terms of freight "C.I.P. (Carriage and Insurance Paid) Destination" for domestic Amazon Site Country origin and "D.D.P. (Delivery Duty Paid) Destination" for non-domestic Amazon Site Country origin; and (c) all Units comply with Amazon's labelling and other requirements. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance). You will prepay all such shipping costs and Amazon will not pay any shipping. You are responsible for payment of all customs, duties, taxes and other charges. In the case of any improperly packaged or labelled Unit, we may return the Unit to you at your expense (pursuant to Section F-7) or re-package or re-label the Unit and charge you a corresponding administrative fee.

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

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

F.4. Storage

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

F.5. Fulfilment

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

F.6. Customer Returns

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

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

F.6.3. Subject to Section F-7 we will, at your direction, either return or dispose of any Unit that is returned to us by a customer and that we determine is an Unsuitable Unit as provided in Section F-7. Without limitation of our rights under Section F-7.3, we may elect to return or dispose of that Unsuitable Unit.

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

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

F.7. Returns to You and Disposal

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

F.7.2. We may with notice return any Units (including Unsuitable Units) to you, including upon termination of these Service Terms. Returned Units will be sent to your shipping address designated by you in accordance with the Business Solutions Agreement (including the applicable Program Policies). However, if (a) the designated address we have for you in connection with the Amazon Site is outdated, incorrect or outside the applicable territory, (b) you have not provided or, upon our request, confirmed a designated shipping address, or (c) if we cannot make arrangements for you to pay for the return shipment, then the Unit(s) will be deemed abandoned and we may elect to dispose of them as appropriate based on the inventory (for example, by selling, recycling, donating, or destroying it) and retain any proceeds we may receive from the disposal.

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

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

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

F.8. [This provision is intentionally left blank].

F.9. Customer Service

F.9.1. For Multi-Channel Fulfilment Units we will have no customer service obligations other than to pass any inquiries to your attention at the contact you provide, and to make available a reasonable amount of information regarding the status of the fulfilment of Your Products if you request it and if and to the extent we possess the requested information. You will ensure that all of your policies and messaging to your customers regarding shipping of Your Products and other fulfilment-related matters, reflect our policies and requirements, including with regard to shipping methods, returns and customer service; and, you will conspicuously display on your website(s), in emails or in other media or communications any specific disclosures, messaging, notices, and policies we require.

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

F.9.3.

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

F.9.4. If we provide a replacement Unit or refund as described in Section F-9.3 to a customer and that customer returns the original Unit to us, we will be entitled to dispose of the Unit pursuant to Section F-7, or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with Section F-6. If we do put it back into your inventory, you will reimburse us for the Replacement Value of the returned Unit. Any replacement Unit shipped by us under these Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the Amazon Site in accordance with the Business Solutions Agreement, and your Seller Agreement, and will be subject to all terms and conditions applicable thereto.

F.10. Compensation

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

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

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

F.10.4. Taxes on Fees Payable to Amazon. In regard to these Service Terms you can provide a Turkish tax registration number. If you are tax registered, you give the following warranties and representations:

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

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

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

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

F.11. Indemnity

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4), including any personal injury, death or property damage; and, if applicable (b) any sales, use, value added, personal property, gross

receipts, excise, franchise, business or other taxes or fees, or any customs, duties or similar assessments (including penalties, fines or interest on any of the foregoing) imposed by any government or other taxing authority in connection with the shipment of Foreign-Eligible Products to Foreign Addresses (collectively, "Foreign Shipment Taxes").

F.12. Effect of Termination

Your termination rights are set out in Section 3 of the Business Solutions Agreement. Following any termination of the Business Solutions Agreement or these FBA Service Terms in connection with the Amazon Site, we will, as directed by you, return to you or dispose of the Units registered in connection with the Amazon Site as provided in Section F-7. If you fail to direct us to return or dispose of the Units within thirty (30) days (or as otherwise specified in the applicable Program Policy) after termination, then we may elect to return and/or dispose of the Units in whole or in part, as provided in Section F-7, and you agree to such action. Upon any termination of these FBA Service Terms in connection with a the Amazon Site, all rights and obligations of the parties under these FBA Service Terms with regard to the Amazon Site will be extinguished, except that the rights and obligations of the parties under Sections F-3F-7, F-8, F-9, F-10, F-11, F-12, and F-13 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

F.13. Tax Matters

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

F.14. Additional Representation

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

FBA Definitions

"Amazon Fulfilment Units" means Units fulfilled using FBA that are sold through TR Amazon Site.

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

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

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

"Multi-Channel Fulfilment Units" has the meaning in Section F-2.

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

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

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

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

"Unit" means a unit of Your Product that you deliver to Amazon in connection with the FBA program in connection with the Amazon Site.

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

Selling Partner API Terms

API-1 Description of the Selling Partner APIs

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

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

API-2 License and Related Requirements

API-2.1 Generally.

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

API-2.2 License Restrictions.

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

API-2.3 No License for Direct Access.

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

API-2.4 Account Identifiers and Credentials.

You must use the account IDs and any unique public key/private key pair issued by us to provide access to your data via the Selling Partner APIs (“Account Identifiers and Credentials”) in accordance with these Selling Partner API Terms to authorize Developers to access the Selling Partner APIs on your behalf. You may only authorize access to Amazon Transaction Information and Your Materials via the Selling Partner APIs in the way that we prescribe. Your Account Identifiers and Credentials are for your personal use only and you must maintain their secrecy and security. You are solely responsible for all activities that occur using your Account Identifiers and Credentials, regardless of whether the activities are undertaken by you or a third party (including your employees,

contractors, or agents). You will provide us with notice immediately if you believe an unauthorized third party may be using your Account Identifiers and Credentials or if your Account Identifiers and Credentials are lost or stolen. We are not responsible for unauthorized use of your Account Identifiers and Credentials.

API-2.5 Security of Your Materials.

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

API-3 Termination

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

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

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

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

We may change or discontinue the Selling Partner APIs or the API Materials (including by changing or removing features or functionality of the Selling Partner APIs or the API Materials) from time to time. For any material changes that will negatively affect your business, we will provide notice under Section 15.