

Amazon Payments Europe User Agreement - Merchant Accounts

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BY REGISTERING FOR OR USING THE AMAZON PAYMENTS SERVICE DESCRIBED BELOW, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ALL POLICIES), EACH AS MAY BE MODIFIED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE OR ACCESS THE SERVICE.

This Amazon Payments Europe User Agreement - Merchant Accounts (the "**Agreement**") is between the applicant (if registering as an individual) or the business employing the applicant (if registering as a business) ("**you**" and "**your**") and Amazon Payments Europe s.c.a. ("**Amazon Payments**", "**we**", "**us**", "**our**"). The Agreement applies to your use of our payment processing service and related products and services currently branded as "Advanced Payments APIs" (the "**Advanced Payments APIs Service**") and all or the applicable portions of any successor product that includes the Advanced Payments APIs Service, regardless of how branded (the "**Service**"). Our Service enables merchants to receive electronic payments for online purchases, including the issuance and receipt of e-money. This Agreement applies to your use of the Service if you receive payments and regardless of whether you access the Service using any website or application owned or controlled by us or any entity controlled by, in control of, or under common control with us (an "**Affiliate**"), whether Internet or mobile device based, and including without limitation our primary sites at pay.amazon.com/uk, (if you registered for the Service before 6 December 2018 or have not yet received a notification from Amazon Payments UK Limited informing your Account has been transferred to Amazon Payments UK Limited), pay.amazon.com/de, pay.amazon.com/fr, pay.amazon.com/it and pay.amazon.com/es (collectively, the "**Sites**," and each a "**Site**," as applicable) and the Seller Central site ("**Seller Central**"), or using any service, website or application operated by a third party. If you wish to make payments to merchants that use the Service, you must register for a "Personal Account" and agree to the terms and conditions set forth in the User Agreement – Personal Accounts and found [here](#).

This Agreement explains our and your respective legal rights and obligations concerning all aspects of our relationship, including without limitation our maintenance of e-money balances, Merchant Account restrictions, your consent to receive electronic notices, and dispute resolution. This Agreement incorporates and you hereby accept and agree to the applicable policies, notices, procedures, specifications, FAQs, guides and guidelines that are provided or made available to you, appear on the Sites or Seller Central or are referenced in this Agreement and which we may modify from time to time (collectively, the "**Policies**"). In the event of any conflicts between the Policies and the terms in this Agreement set forth below, the terms in this Agreement will prevail.

1. Your Merchant Account

1.1 Eligibility. To use the Service, (a) you must register for a "Merchant Account" as described in more detail below ("**Merchant Account**") by providing complete and accurate registration information and if you are an individual, be at least 18 years old, and (b) your business, trade or profession must be established and authorized to operate in one of the countries that we support, as disclosed on our Sites or Seller Central when you register for a Merchant Account. If you do not meet our eligibility requirements, you may not be able to maintain a Merchant Account with us or your use of the Service will be limited. We treat all activities under a Merchant Account to be those of the registered user. You must only use the Service to transact on your own Merchant Account and not on behalf of any other person or entity. You must update registration information promptly upon any change so that it is at all times complete and accurate. We reserve the right to refuse to provide or discontinue the Service to any person or entity at any time for any reason.

1.2 Merchant Accounts. Merchant Accounts may be accessed through Seller Central. You may use a Merchant Account only to sell products and/or services, as applicable, in connection with the Service and to hold and exchange e-money. To have a Merchant Account, you must be doing so in the course of your own business, trade or profession and not for domestic or household purposes or as a consumer. Subject to the terms of this Agreement and any applicable Policy, you may choose to start or cease to use the Service at any time after your Merchant Account has been opened. In connection with the Merchant Account, you must provide us on our request with your contact and billing information (e.g., name, address, phone number, facsimile number, e-mail address), a Value Added Tax ("**VAT**") number, customer service contacts, general profile information about your business (e.g., business description, primary web site, business classification), anticipated transaction volumes, and any other information that we may require or that may be required by law or our financial institutions to provide the Service. As a merchant, you agree that the following provisions of the Payment Services Directive 2015/2366/EC will not apply to your use of the Service: 62(1), 64(3), 72, 74, 76, 77, 80 and 89. Your Merchant Account is linked to your Amazon Account (as described below). To create a new Merchant Account, you must either (a) register using your existing Amazon Account, or (b) complete the registration process for new users by entering all of the required information. If you register using your Amazon Account, the information in your Amazon Account will be furnished to Amazon Payments as the registration information for your Merchant Account. You may be required to provide additional information based on the account type that you want to use with your Merchant Account. If you do not have an existing Amazon Account at the time you register with the Service, a new Amazon Account will be automatically and concurrently established in your name with the same e-mail address and password you provide to us. For purposes of this Agreement, an "**Amazon Account**" is any customer account that you have established for purchasing products or services through a website owned or controlled by Amazon.com, Inc., or any Affiliate, or operated by Amazon.com, Inc., or its Affiliates on behalf of third parties, including without limitation those websites currently located at www.amazon.com, www.amazon.co.uk, www.amazon.de, www.amazon.fr, www.amazon.ca, www.amazon.co.jp, www.amazon.it, www.amazon.es, www.amazon.in, www.amazon.cn, www.amazon.com.br, www.amazon.com.mx, www.amazon.com.au and any successor or replacement websites.

1.3 Our Role. Amazon Payments Europe s.c.a. has its registered office at 38 avenue J.F. Kennedy, L-1855 Luxembourg and is registered with the Luxembourg Trade and Companies Register under No. B153265. We are authorized by the Commission de Surveillance du Secteur Financier 283, route d'Arlon, L-1150 Luxembourg as an Electronic Money Institution, License Number 36/10. Except for our limited role in processing payments for you, we are not involved in any underlying sales transaction between any merchant and buyer. You authorize us to hold, receive, and disburse funds and e-money in accordance with your payment instructions (subject to the terms of this Agreement). In this limited capacity, we are neither the buyer nor the seller of the items or services you offer for sale and are not a party to the sales contract. Subject to Section 3.5, we will not mediate disputes between buyers and you or enforce or execute the performance of any sales contract. You are the seller of record for all sales via the Service. Our, or one of our Affiliates', name will appear on a buyer's Card (as described below) statement (which may also, at our option, display your trade or business name). A buyer's obligation to pay for an item purchased via the Service is satisfied when the buyer properly pays us in full for that item via the Service. We are not a fiduciary or trustee of either the buyer or you. We do not accept deposits or issue credit. We may use the services of one or more third parties, Affiliates, processors and/or financial institutions to provide the Service and process transactions (each a "**Processor**"). We may outsource certain services, including those required under applicable anti-money laundering laws and those related to information technology and internal audit functions, to Processors and to their sub-contractors established in Member States of the European Economic Area, the United Kingdom, in India, Costa Rica, China, Japan, the Philippines, the United States of America and any other country in which an Amazon Payments Affiliate is established, and you accept for that purpose that Processors and their sub-contractors may be given, and may give if lawfully required, access to personal and non-personal information relating to you and your Merchant Account including bank account details and beneficial ownership information. In addition, so that buyers may make purchases from you, we may in some cases provide certain information such as your name, merchant category code and url to a buyer's payment service provider. To provide the Service, we or our Processor may debit or credit (as appropriate) your e-money balance, Card or bank account that you registered with us for use with the Service (your "**Bank Account**"). Subject to Section 3.1, we do not guarantee payment by or on behalf of any buyer.

1.4 Verification. We may require you to provide additional information to verify your or your business' identity as a condition of providing the Service to you or before we permit you to receive or redeem e-money from your Merchant Account. We may make, directly or through any third party, any inquiries we consider necessary to validate information that you provide to us, including without limitation checking commercial databases or credit reports. You authorize us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Merchant Account with us or in the event of a dispute relating to this Agreement and activity under your Merchant Account. While we may take steps to verify the identity of our users, we cannot and do not guarantee any user's identity. You are solely responsible for taking appropriate steps to verify the identity of other users of the Service with whom you transact business.

1.5 Your E-mail Address. Your e-mail address and a password that you select will be used to access and use the Service, our Site and Seller Central and for communications with you (as

further described in Section 12.1). You also may be prompted to answer several security questions or be issued security or other access keys or credentials that may be used to enable access to the Service and authorize transactions. Your password and access keys are your "**Credentials**". You are responsible for maintaining the secrecy and security of your Credentials. You should not disclose your Credentials to any third party (other than third parties authorized by you to use your Merchant Account). You will initiate transactions (and provide consent for such transactions) through the use of your Credentials. Once you have consented to a payment authorization or order, you may not revoke your authorization or otherwise withdraw your consent to the execution of the transaction. The payment authorization or order will be deemed to be received when you have confirmed the order in your Merchant Account or Seller Central; provided that if we receive your payment authorization on a day that is not a Business Day, we will not be deemed to have received your payment authorization or order until the next Business Day. A "**Business Day**" means Monday through Friday, excluding public and bank holidays. If any of your Credentials is compromised, you must notify us immediately by using our [Contact Us](#) form so that we can suspend use of your Merchant Account with the Service in order to avoid unauthorized transactions. You must also notify us through [Contact Us](#) if you wish to request us to unblock your Merchant Account. You will not be financially responsible for any use of your Merchant Account by an unauthorized person due to the loss or compromise of your Credentials occurring after you properly notify us of the loss or compromise, unless you act fraudulently.

1.6 Account Limits. Your use of the Service may be subject to account limits, including, without limitation, transaction volume limits or withdrawal restrictions. These limits are determined based on performance and risk factors, including without limitation our assessment of the risk associated with your Merchant Account, your or a buyer's location, the registration information you provide and our ability to verify it, and the requirements of applicable law. Notwithstanding any account limits, we may delay, suspend or reject a transaction from any buyer or otherwise suspend a Merchant Account if we suspect the transaction or Merchant Account is being used without authorization, fraudulently, suspiciously or is otherwise unusual based on prior transaction activity and application of our internal fraud controls.

1.7 Acceptable Use. You will at all times adhere to all applicable laws, rules, and regulations applicable to your use of the Service, including without limitation our Acceptable Use Policy posted on the Sites. Without limiting the foregoing, you may not act as a payment service provider, intermediary, aggregator or service bureau or otherwise resell the Service on behalf of any third party, including without limitation the handling, processing, and transmission of funds or e-money for any third party. We may inspect your Merchant Account for any reason, including without limitation to investigate any alleged violation of this Agreement or any third-party complaints.

2. Receiving Payments

2.1 Acceptance of e-money. You may use a Merchant Account for commercial and business uses solely to accept payments from buyers who have purchased products or services sold by you. Except as permitted through use of the Service, you may not use your Merchant Account to send payments to any other person. You will accept electronic money (as defined in the Luxembourg Payment Services Act 2009) ("**e-money**") as payment for the sale of the products or

services made through the Service. We will issue and transfer to your Merchant Account an amount of e-money equivalent to the gross proceeds of sale actually received from buyers' bank or card issuers, less any applicable fees, set-off and other amounts then due to us under this Agreement ("**Net Sale Proceeds**") no later than the business day on which the gross proceeds of sale are credited to our bank account. You will not receive interest or any other earnings on your e-money or any funds corresponding to your e-money. E-money does not qualify as a deposit so you are not protected by any deposit guarantee schemes, including that of the Association pour la Garantie des Depots Luxembourg.

2.2 Card Payments.

2.2.1 Accepted Cards. You may receive payments in e-money in your Merchant Account funded with payment methods that we accept, including credit, debit and other payment cards ("**Cards**") that bear a logo of supported payment card associations, networks, or companies (the "**Associations**"). We may remove or add Cards or other payment methods that we accept at any time without prior notice. We will only process Cards that receive an authorization from the applicable Association or card issuer. An authorization does not guarantee that such transaction will be collectible or that the cardholder is actually authorized to use the Card or that the transaction will not be subject to Chargeback (described in Section 3).

2.2.2 Compliance with Rules. You will comply with our Card processing policies, procedures, and instructions as published on our Site or Seller Central or provided or made available to you from time to time. As a condition of accepting Cards using the Service, the Associations require that you agree to follow all applicable rules and regulations of the Associations, as such rules and regulations may be amended from time to time, that are provided to you or are generally available to the public (including merchant rules posted on www.visaeurope.com and www.mastercard.com) ("**Association Rules**"). By using the Service you agree to follow the Association Rules. Except as permitted by Association Rules, you will not (a) establish limits below which you will not accept a Card (except where otherwise allowed by law), or (b) dispense cash on any Card transaction.

2.3 Order Processing. Subject to the terms of this Agreement, we will process payments and refunds for your transactions submitted through the Service. You are responsible for all information regarding products or services that you sell (e.g., product names or descriptions, product notices or disclaimers, prices, product availability or status, shipping and handling charges and taxes) (collectively, "**Product Information**") and for providing accurate and complete Product Information to customers. We will determine the time at which we process payments and refunds for your transactions in accordance with applicable law. You are the seller of record for any sales you conduct using the Service. We may withhold for investigation, or refuse to process, any of your transactions that we suspect is fraudulent, unlawful or otherwise violates the terms of this Agreement. We will process a transaction that you properly initiate and authorize within one business day. We may refuse to execute a transaction if it does not meet the conditions in this Agreement or is prohibited by law. If we do refuse to execute any transaction, we will notify you (unless prohibited by law) of the refusal within the time we are legally allotted for processing that transaction and, if possible and applicable, the reasons for our refusal and the procedure for correcting any factual mistakes that led to the refusal. Any transaction that

we refuse to process will be deemed not to have been received for purposes of execution times and liability for non-execution or defective execution. If we fail to execute or incorrectly execute a transaction, we will, on request, make immediate efforts to trace it. We will notify you of the outcome free of charge.

2.4 Delivery Errors and Nonconformities; Product Recalls. You are responsible for any non-delivery, mis-delivery, theft or other mistake or act in connection with the fulfillment and delivery of your products or services, except to the extent caused by (a) Card fraud for which we are responsible under Section 3.1; or (b) our failure to make available to you transaction information as it was received by us. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of your products or services. You will notify us promptly as soon as you have knowledge of any public or private recalls of your products or services.

2.5 Refunds and Returns.

2.5.1 Your Obligations. You will accept and process returns of, and provide refunds and adjustments for, your products or services in accordance with applicable law, this Agreement and your policies posted on your website at the time of the applicable sale, and you will calculate and refund any associated taxes required to be refunded. You will route all refund (and adjustment) payments through us by accessing Seller Central using your Merchant Account. We or our designated Affiliate will credit the applicable account, and you will reimburse us for all amounts so refunded. We have no obligation to accept any returns of any of your products or services.

2.5.2 Card Refunds. You must (a) maintain a fair policy for the return or cancellation of products or services and adjustment of Card sales, (b) disclose your return or cancellation policy to your buyers at the time of purchase, (c) not give cash refunds to a buyer in connection with a Card sale, and (d) not accept cash or any other consideration for preparing a refund to be transferred to a buyer in connection with a Card sale. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the buyer for postage that the buyer paid to return merchandise. If you accept returns and are making an uneven exchange of merchandise (e.g.; the sales price is not the same), you must issue a credit for the total amount of the merchandise being returned and complete a new sale for any new merchandise. If your refund policy prohibits returns or is unsatisfactory to the buyer, you may still receive a Chargeback relating to such sales.

2.6 Reserve. We may require that you either maintain a minimum balance in your Merchant Account or establish a separate reserve (a "**Reserve**") for the Service you are using to secure the performance of your payment obligations under this Agreement. Each 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 our Processor. Each Reserve may be raised, lowered or removed from time to time. You agree that we may fund a Reserve from your e-money balance. If you do not have a sufficient e-money balance, we may fund a Reserve from funds sent by you upon our request (including from your Bank Account) or funds 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 or other customers.

2.7 Disbursements. Subject to restrictions described in this Agreement, we will automatically redeem the e-money issued to you fourteen (14) days after the first business day on which the corresponding transactions were completed. Redemption payments will be made only by direct deposit to your Bank Account. In addition to any applicable account limits, we may restrict transactions to or from your Merchant Account or limit access to your e-money in such amounts and for such time as we reasonably deem necessary to protect us or other users if: (a) we are subject to financial risk (including, without limitation, for pending Chargebacks), (b) you have violated any term of this Agreement, (c) we are unable to verify your identity, (d) any dispute exists involving your Merchant Account or transaction conducted in connection therewith, or (e) needed to protect the security of our systems. We may restrict access to your e-money for the time that it takes for us to complete any pending investigation or resolve a pending dispute. We also may hold your e-money as required by law or court order or if otherwise requested by law enforcement or any governmental entity.

2.8 Account History. We or our Affiliates will make summaries of your Merchant Account activity available to you through Seller Central. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your Merchant Account and your use of the Service, and (b) reconciling all payment activity to and from your Merchant Account. Upon the termination of this Agreement for any reason, neither we nor our Affiliates will have any obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with the Sites, your Merchant Account, the Service or any transactions submitted by you through the Service.

2.9 Unauthorized Transactions.

2.9.1 General. Subject to the limitations in this Agreement, in the event that you timely notify us that an unauthorized or erroneous transaction has been made from your Merchant Account, we will immediately refund to you the amount of the unauthorized payment and, where applicable, take any other action necessary to restore your Merchant Account to the state it would have been in had the unauthorized or erroneous transaction not taken place. To be eligible for a refund, you must notify us without undue delay on becoming aware of any unauthorized or incorrectly executed transactions from your Merchant Account and, in no event later than 60 days after the transaction date, unless, we failed to make available in accordance with Section 2.8 the information related to that transaction.

2.9.2 Your Responsibility. You are responsible for all losses relating to an unauthorized transaction from your Merchant Account if you have acted fraudulently or failed, either intentionally or through gross negligence, to use your Merchant Account in accordance with the terms of this Agreement, to protect your Credentials, or to notify us of the unauthorized transaction as required in Section 2.9.1.

2.10 Dormant Seller Accounts. If your Merchant Account is inactive (including without limitation if you have not accessed your Merchant Account or conducted any transactions) for a continuous period of at least two (2) years and six (6) months, and you are currently holding e-money, we will notify you by sending an e-mail to your e-mail address in our records and give you the option of keeping your Merchant Account open and maintaining e-money, redeeming e-money (subject to the terms of this Agreement), or converting your e-money to an Amazon gift card balance held in your Amazon Account. If you do not respond to our notice within thirty (30) days, we will automatically close your Merchant Account and convert your e-money to an Amazon gift card balance on the Amazon Account.

2.11 Customer Service. Unless provided otherwise in this Agreement, you will be solely responsible for all customer service issues relating to your products or services (including pricing, rebates, item information, availability, technical support, issuing of VAT invoices where required, functionality and warranty), order fulfillment (including shipping and handling), order cancellation by you or the buyer, returns, refunds and adjustments, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us. As between you and us, we will be solely responsible for all customer service issues relating to any buyer's account with us, payment, Card processing, debiting or crediting, and the Buyer Dispute Program.

2.12 Preauthorized Payments. The Service may enable buyers to preauthorize you to charge them using Recurring Payment, Multiple Payment or Split Payment. A "**Recurring Payment**" is a payment authorization given to you by a buyer for subscription services to charge the buyer fixed or variable amounts at regular intervals up to a maximum amount over a specified time period. A "**Multiple Payment**" is a payment authorization given to you by a buyer to charge the buyer variable amounts up to a maximum amount over a specified time period. Multiple Payment may be used only for multiple payments which are not Recurring Payment. The buyer may cancel a future Recurring Payment or Multiple Payment at any time, and you will not charge the buyer for such cancelation. Recurring Payments or Multiple Payments may not be used as a means of financing the cost of an order. A "**Split Payment**" is a payment authorization given to you by a buyer for the full amount of a single order containing more than one item, which authorization you may divide into separate transactions for each item in the order that are submitted at the time the item is fulfilled to the buyer. Split Payments may not be used for Recurring Payments or Multiple Payments, or as a means of financing the cost of an order. Split Payments must correspond to the shipment or fulfillment of products or services which are part of the preauthorized order and may not total to an amount greater than the full amount of the purchased items plus any applicable fees (excluding financing fees, interest or the equivalent) and taxes. Unless otherwise permitted by Amazon Payments, all transactions other than refunds, Recurring Payments or Multiple Payments must be submitted no later than 180 days from the date that the buyer places the order corresponding to that transaction on your website or application.

3. Chargebacks; Buyer Disputes

3.1 Your Liability; Payment Protection Policy. The amount of a transaction may be charged back or reversed to your Merchant Account (a "**Chargeback**") if the transaction (a) is disputed

by a buyer, (b) is reversed for any reason by an Association, our Processor, or a buyer's or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. Under our Payment Protection Policy, we will not hold you liable for a Chargeback if you and the transaction meet all these requirements:

1. You have a Merchant Account.
2. The transaction is for the sale of physical products, for example books, DVDs etc. The Payment Protection Policy does not apply to transactions involving intangible products, including services, digital content, or cash equivalents or stored value instruments such as gift cards.
3. The Chargeback (whether for transactions involving credit cards or reversals on bank account transfers) transaction is disputed and classified as "Unauthorized Payment". Note that it does not apply to Chargebacks classified in other ways including "significantly not as described", "merchandise that is defective", or "non-receipt of merchandise".
4. You provide all requested information within the time limit specified by us, including without limitation valid proof of delivery to the address provided by Amazon Payments for the applicable transaction.
5. The transaction and your use of the Service do not violate the terms of this Agreement, including our Acceptable Use Policy.

3.2 Collection Rights. For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve and deduct the amount of any Chargeback and any associated fees, fines, or penalties listed in the applicable Fee Schedule or assessed by an Association, our Processor, or processing financial institutions from your e-money (including without limitation any Reserve), any proceeds due to you, your Bank Account, or other payment instrument registered with us. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction submitted by or authorized by you or on your behalf, we may withhold from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a user's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the user may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are responsible under this Agreement, you will pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all Merchant Account deficit balances unpaid by you. In the event that we elect not to recover a Chargeback from you or any other failed payment or reversal (a "**Payment Failure**"), we will assume the debt associated with the Payment Failure and you irrevocably assign to us all rights, title and interest that you have in and associated with that debt. You agree to provide us any information and execute any document we may require for the determination and assignment of such right, title or interest.

3.3 Excessive Chargebacks. If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or conditions governing your Merchant Account, including without limitation, by (a) establishing new processing fees, (b) creating a Reserve in an

amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) limiting withdrawal or sending privileges, or (d) terminating or suspending the Service.

3.4 Contesting Chargebacks. You will assist us when requested, at your expense, to investigate any of your transactions processed through the Service. For Chargebacks associated with Cards, we will work with you to contest the Chargeback with the Association or issuing banks should you choose to contest the Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, and we have withheld funds, we will release the withheld funds (less any fees or other amounts due from you in connection with the Chargeback) to your Merchant Account. If a Chargeback dispute is not resolved in your favor or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in Section 3.2. You acknowledge that your failure to timely assist us in investigating a transaction, including without limitation providing necessary documentation within seven (7) days of our request, may result in an irreversible Chargeback.

3.5 Buyer Dispute Program.

3.5.1 Responsibilities. You agree to cooperate with us to resolve complaints submitted through our Buyer Dispute Program. The program provides a complaint process to buyers in the event that you fail to deliver any products or services as promised. You will respond to our inquiries and deliver to us any information reasonably requested by us regarding any disputed sales transactions within seven (7) business days of our request. If a buyer files a complaint, we may place the disputed amount on hold and you will not be able to redeem the amount until the complaint is resolved.

3.5.2 A-to-z Guarantee. Our Buyer Dispute Program includes our "A-to-z Guarantee". If we receive a claim under the A-to-z Guarantee (or any substantially consistent offer) concerning your transactions, you must deliver to us within seven (7) business days: (a) proof of delivery of the applicable products; (b) the applicable transaction identification number; and (c) a description of the applicable products. If you fail to comply with the prior sentence, or if the claim is not caused by (i) credit card fraud for which we are responsible under Section 3.1, or (ii) our failure to make the applicable transaction information available as the same was received by us, then you will promptly reimburse us for the amount of the purchase (including the purchase price, all associated shipping and handling charges and all taxes) and all associated Association, bank or other payment processing, re-presentment and/or penalty fees associated with the original purchase and any Chargeback or refund, in each case to the extent paid or payable by us or our Affiliates.

4. Implementation

4.1 Technical Specifications. You will comply with any technical and operational specifications provided or made available by us with respect to the Service (the "**Specifications**"). We reserve the right to update or modify the Specifications at any time. Prior to making your website or service generally available for commercial use with our Service, you will test your site or service to ensure that it operates properly with the Specifications. You will correct any material errors,

defects or other non-compliance of which you become aware, including from review and test results provided by us.

4.2 Updates. We may make modifications, updates or upgrades to the Service, the Amazon Materials (described in Section 8), or Specifications. In such event, you will test and, if necessary, modify your web site or service to ensure that it continues to operate properly with the then-current version of the Service.

5. Payment Terms

5.1 Our Fees You agree to pay the then applicable fees listed on the applicable Fee Schedule ("**Fees**"). Fees are assessed against the amount of the transactions, including all applicable charges (e.g., shipping, VAT, etc.). We reserve the right to change our Fees at any time. All e-money and all Fees, charges, and payments collected or paid through the Service are denominated in Pounds Sterling (GBP) or Euros (EUR) currency depending on which Site you register.

5.2 Our Set-off Rights. To the extent permitted by law, we may set off against e-money, any Reserve or proceeds due to you, or debit your Bank Account or other payment instrument in your Merchant Account for any obligation you owe us under this Agreement, including without limitation any Chargebacks, Association fees, and any Fees and any amount, tax or duty we are required to pay by law or pursuant to a binding legal order in connection with your use of the Service ("**Deductions**"). All Deductions are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from your e-money. If you owe us an amount that exceeds your e-money, you hereby authorize us to charge or debit a payment instrument or Bank Account registered in your Merchant Account or you will pay us the full amount of the outstanding Deductions upon receipt of our invoice. You will be liable for and pay us upon invoice all costs associated with collection in addition to the amount collected, including without limitation attorneys' fees, court costs, collection agency fees, and any applicable interest.

5.3 Processing Errors. In the event there is an error in the processing of any transaction, you authorize us to initiate debit or credit entries to your Merchant Account or Bank Account, as applicable, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations. If we are unable to debit the Bank Account you select for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other Bank Account or payment instrument that you have on file with us (or, in the case of any fees that are owed under this Agreement, to deduct such amounts from your e-money).

5.4 Taxes. You are responsible for determining any and all taxes and duties, including without limitation, sales, use, transfer, value added, withholding, and other taxes and/or duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any request for or performance or use of the Service, your use of the Sites, Seller Central, the sale or purchase of any products or services, or otherwise in connection with any action, inaction, or omission by you or any affiliate of yours, or any of your or their respective employees, agents, contractors, or representatives ("**Taxes**"). You also are responsible for collecting, withholding,

reporting, and remitting correct Taxes to the appropriate tax authority. While we may provide you a means for you to determine and apply taxes to your transactions (including as a part of your Product Information), we and our Affiliates are not obliged to determine whether Taxes apply and are not responsible for calculating, collecting, reporting, or remitting any Taxes to any tax authority arising from any transaction.

You agree that as long as you maintain a business relationship with us, we may share relevant information regarding your Merchant Account (including, among others, your name, tax identification code and transaction information) with the tax authorities in your country of incorporation to the extent that we are required to do so under applicable law (for example, in cases where you may be eligible to claim a tax credit).

6. Term and Termination

6.1 Term. This Agreement commences on the date that you register for a Merchant Account with us on the Site or Seller Central. The Agreement will continue unless and until terminated in accordance with the provisions of this Section 6.

6.2 Termination by You. Unless otherwise agreed in writing by you, you may terminate your use of the Service and/or this Agreement at any time by contacting customer service and, if you want to terminate this Agreement, closing your Merchant Account. Upon closure of your Merchant Account, any pending transactions will be cancelled. Any e-money that we are holding in your Merchant Account at the time of closure, less any amounts owed to us or not available for redemption pursuant to this Agreement, may be redeemed, assuming all withdrawal-related authentication requirements have been fulfilled (for example, you may not close your Merchant Account as a means of evading e-money disbursement restrictions). If an investigation is pending at the time you request that we close your Merchant Account, we may hold your e-money as described further in Section 2.7. If you are later determined to be entitled to some or all of the e-money in dispute, we will remit the corresponding funds to your Bank Account.

6.3 Suspension or Termination by Us. Except as otherwise agreed in writing, we may terminate your use of the Service and this Agreement, for any reason at any time by providing two (2) months' prior written notice to you. Without limiting the foregoing, we may suspend the Service and block access to your Merchant Account (including without limitation the funds in your Merchant Account) if (a) you have violated the terms of this Agreement (b) we determine that you pose an unacceptable risk to us, (c) you provide or have provided false, incomplete, inaccurate, or misleading information (including without limitation any registration information) or otherwise engage in fraudulent or illegal conduct, (d) we have security concerns regarding your Merchant Account, including your Credentials, or (e) we suspect unauthorized or fraudulent use of your Merchant Account or any payment information in your Merchant Account. In such cases we will inform you of the suspension of your Merchant Account and the reasons for it, where possible, before the suspension and at the latest immediately thereafter, unless we determine giving such information would compromise security concerns or is prohibited by applicable law. We will reactivate your Merchant Account or Credentials, or replace it or them, as applicable, once we have resolved the reasons for suspension. You must notify us through [Contact Us](#) if you wish to request us to reactivate your Merchant Account.

6.4 Effect of Termination. Without limiting Section 10, we will not be liable to you for compensation, reimbursement, or damages of any kind, direct or indirect, including damages on account of the loss of prospective profits, anticipated sales, goodwill, or on account of expenditures, investments, or commitments in connection with your use of the Service, or in connection with any termination or suspension of the Service. Upon termination of this Agreement for any reason: (a) you will remain liable for all fees, charges and other payment obligations that have been incurred through the date of termination with respect to the Service; (b) all license or other rights granted to either party under this Agreement will immediately terminate; (c) you will return or destroy and cease use of all Amazon Materials and Trademarks (described below); and (d) your access to the Sites and Seller Central will be terminated. In addition to any payment obligations under this Agreement, the following sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 1.3, 2.4, 2.6, 2.7, 2.10, 2.11, 3.2, 5.2, 5.4, 6.4, 7, 8.3, 9.2, and 10 through 12.

7. Privacy; User Information.

7.1 Privacy. Please see our Privacy Notice.

7.2 Your Use. In connection with the Service, you agree not to ask for or require any user to provide any Card, bank account, or other information related to a payment method. To facilitate the transactions between our users, you may have access to certain personal information, including names of buyers or recipients, e-mail addresses, mobile phone numbers, shipping addresses and other personally identifiable information of users (collectively, "**Personal Information**"). You will not, and will cause your affiliates not to, directly or indirectly: (a) use any Personal Information in any way inconsistent with your privacy policy or applicable law; (b) contact a person that has ordered your products or services that have not yet been delivered with the intent to collect any amounts in connection therewith; (c) disparage us, our Affiliates, or any of their or our respective products or services; or (d) target communications of any kind on the basis of the intended recipient being a user of the Service or customer of ours or our Affiliates. Subject to the foregoing, you may disclose and use Personal Information as necessary to complete the order related to the transaction and related customer service and for your own marketing purposes, provided that you post and maintain a privacy policy outlining your handling and use of Personal Information that complies with applicable law, and you provide buyers the opportunity to opt-out or opt-in (as required by applicable law) of receiving any marketing communications (whether by you or any third party other than us and our Affiliates). You may disclose Personal Information to a third party if you contractually ensure that every recipient uses the information only for the purposes for which it was disclosed by the user to which it pertains and complies with the restrictions applicable to you related to that information (including under this Agreement and your privacy policy). You will be liable to us for any misuse or breach of such restrictions by any such recipient. Further, the terms of this Section 7.2 do not prevent you from using information that you collect independently from the Service or information that you acquire without reference to Personal Information for any purpose, even if such information is identical to Personal Information; provided that, you may not target communications on the basis of the intended recipient being a user of the Service or customer of ours or our Affiliates.

8. License

8.1 Amazon Materials. During the term of this Agreement, you may use the Amazon Materials only for your internal purposes and solely as necessary for your use of the Service. "**Amazon Materials**" include any software (including without limitation developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including the Specifications and any integration guides) developed and provided by us or our Affiliates to you for download from the Site or Seller Central. Amazon Materials do not include any software, data or other materials specifically made available by us or our Affiliates under separate license terms or that were created by a third party, including without limitation software provided under an open source license such as Apache 2.0. You may not, and may not attempt to, directly or indirectly:

- (a) transfer, sublicense, loan, sell, assign, lease, rent, act as a service bureau, distribute or grant rights to any person or entity in the Service or the Amazon Materials;
- (b) remove, obscure, or alter any notice of any Trademark, or other intellectual property or proprietary right appearing on or contained within the Service or on any Amazon Materials;
- (c) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Amazon Materials; provided that, the foregoing shall not prevent you from making derivatives of software that is made available by us on the Site in accordance with separate license terms accompanying such software expressly permitting the creation of derivatives; and
- (d) reverse engineer, disassemble, or decompile the Amazon Materials or the Service or apply any other process or procedure to derive the source code of any software included in the Amazon Materials or as part of the Service.

8.2 Trademarks. Subject to the terms and conditions of this Agreement and provided your Merchant Account is in good standing, we grant you a non-exclusive, non-transferable, non-assignable, revocable right to use the "Amazon", "Amazon Payments", "Advanced Payments APIs", "Pay with Amazon", "Amazon Pay" and other related designs, graphics, logos, page headers, button icons, scripts, and service names (collectively, "**Trademarks**") designated by us solely in accordance with our brand guidelines and such other documentation as we may make available from time to time. You may not use the Trademarks except as expressly permitted herein, and may not sublicense these rights or otherwise permit any party to use the Trademarks. You acknowledge that we and our Affiliates are the sole owner of the Trademarks, and you agree to do nothing inconsistent with that ownership. All goodwill arising out of your use of the Trademarks will inure to the sole benefit of us and our Affiliates. Our and our Affiliates' Trademarks may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion, or in any manner that disparages or discredits us or our Affiliates. We may revoke your license at any time in its sole discretion. Upon the termination or expiration of this Agreement, you shall immediately cease and discontinue all further use of the Trademarks. All other trademarks not owned by us that appear on the Site or Seller Central or in connection with the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. We and our Affiliates may use your name, logo, service name or trademarks as designated by you solely as necessary to provide the Service in accordance with our Specifications and other Policies (including without limitation in co-branded web pages used to process orders). We and

our Affiliates may use your name or logo to identify you as a participating merchant unless you request otherwise.

8.3 Reservations. Other than the limited use and access rights and licenses expressly set forth in this Agreement, we and our Affiliates reserve all right, title and interest (including all intellectual property and proprietary rights) in and to the Service, the Amazon Materials, our or our Affiliates' Trademarks, and any other technology, software and intellectual property that we provide, make available or use to provide the Service, Sites, Seller Central and the Amazon Materials. Except for the limited use and access rights described in this Agreement, you do not, by virtue of this Agreement, acquire any ownership interest or rights in the Service, Sites, Seller Central, the Amazon Materials, our Trademarks, or such other technology, software or intellectual property provided or made available by us or our Affiliates.

8.4 Press Releases. You may not issue any press release or make any public statement related to the Service, or except as expressly provided in this Agreement, use our or any of our Affiliate's 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. To the extent you provide us or any of our Affiliates with testimonials or other statements regarding our services, we may use such quotes for promotional purposes.

9. Representations and Warranties; Disclaimers

9.1 By You. You represent and warrant to us that: (a) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement and grant the rights, licenses and authorizations you grant under this Agreement; (b) the name identified by you when you registered is your name or business name under which you sell products and services; (c) any sales transaction submitted by you will represent a bona fide sale by you as described on your website; (d) you will only use the Service to transact on your own account and not on behalf of any other person or entity; (e) any sales transactions submitted by you and all Product Information will accurately describe your products and/or services; (f) you will fulfill all of your obligations to each user for which you submit a transaction and will resolve any consumer dispute or complaint directly with the buyer and, if applicable, the Buyer Dispute Program; (g) you and all transactions initiated by you will comply with all laws, rules, and regulations applicable to your business, including any tax laws and regulations; (h) you will accurately and in compliance with applicable law describe your use of Personal Information and your use of the Service in your privacy policy, (i) except in the ordinary course of business, no sales transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of you; and (j) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; (k) you and your financial institution(s) are 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 United Kingdom, the European Union or its member states, or other applicable government authority; and (l) you will not directly or indirectly export, re-export, transmit, transfer, or cause to be exported, re-

exported, transmitted, or transferred, any commodities, software, technology or funds to any country, individual, corporation, organization, or entity to which such export, re-export, transmission or transfer is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, the United Kingdom or any other applicable government authority, or otherwise cause Amazon to directly or indirectly violate sanctions and export control laws and regulations.

9.2 Disclaimer. THE SITE, SELLER CENTRAL, THE AMAZON MATERIALS AND THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES HEREBY DISCLAIM, AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, SELLER CENTRAL, THE AMAZON MATERIALS, THE SERVICE OR ANY APPLICATION, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (B) THAT THE SITE, SELLER CENTRAL, THE AMAZON MATERIALS, OR THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT ERROR, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY; OR (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR TRADE USAGE.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES (AND OUR AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, SELLER CENTRAL, THE AMAZON MATERIALS, OR THE SERVICE (INCLUDING THE INABILITY TO USE THE SERVICE). IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES (AND OUR AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR PRODUCTS PURCHASED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. SUBJECT TO THE PROVISIONS OF SECTION 2.9.1 AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AGGREGATE LIABILITY OF US OR OUR AFFILIATES (AND OUR AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS AND REPRESENTATIVES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), WARRANTY, OR OTHERWISE, EXCEED THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

Without limiting the foregoing, in no event will we or any of our Affiliates be liable to you for any failure or delay by us (or our employees, agents, or representatives) in performing our obligations under this Agreement, where such failure or delay is caused by abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary, or where we are bound by other legal obligations covered by applicable law. The laws of certain countries or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. Our and our Affiliates' liability is limited to the greatest extent permitted by law.

11. Indemnity

You will indemnify, defend and hold harmless us and our Affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, actions, suits, or demands and any related losses, damages, liabilities, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our Policies or Association Rules; (b) any actual or alleged infringement, misappropriation or violation of any third-party rights or applicable law by your trademarks used in connection with the Service or your website or application using the Service; (c) your use of the Service; or (d) any transaction submitted by you through the Service (including without limitation the accuracy of any Product Information that you provide or any claim or dispute arising out of products or services offered or sold by you).

12. General Provisions

12.1 Notices. This Agreement is in the English language, and you agree that we will communicate with you and you will communicate with us in English during the term of this Agreement. When you visit the Site or send e-mails to us, you are communicating with us electronically. We communicate with you via the Site, Seller Central and the e-mail address we have on file for you. By registering for the Service and accepting the terms of this Agreement, you affirmatively consent to receive notices electronically from us. We may provide all communications and information related to the Service and your Merchant Account, including without limitation agreements related to the Service, amendments or changes to such agreements or any Policies, disclosures, notices, transaction information, statements, responses to claims and other customer communications that we may be required to provide to you by law (collectively, "**Communications**") in electronic format. Communications may be posted to the Site or Seller Central or sent by e-mail to the e-mail address we have on file for you, and all such Communications will be deemed to be in "writing" and received by and properly given to you. You are responsible for printing, storing and maintaining your own records of Communications, including copies of this Agreement. This condition does not affect your statutory rights, including the right to request a copy of this Agreement at any time. You can contact us about the Service by visiting the "Contact Us" link on the Site or Seller Central.

12.2 Modifications. We may modify the terms of this Agreement, any Policy, or the features of the Service at any time. We will notify you of any updated Agreement or Policy by posting it to our Site or Seller Central. Any change to a Policy will be effective upon the earlier of posting to our Site or Seller Central or when otherwise communicated to you. Any other change to this Agreement will be effective sixty (60) days after the earlier of the date of posting to our Site or Seller Central or of your receipt of our communication regarding the change. If you do not agree to any change to this Agreement, any Policy or feature of the Service, you may terminate this Agreement by contacting us through Contact Us and closing your Merchant Account. You will be deemed to accept the changes to Policies if you do not terminate this Agreement after the earlier of the date the updated Policy has been posted to our Site or Seller Central or otherwise communicated to you, and you will be deemed to accept the changes to this Agreement (other than Policy changes) if you do not terminate this Agreement within 60 days after the earlier of the date the updated Agreement has been posted to our Site or Seller Central or otherwise communicated to you. You are at all times responsible for reading and understanding each version of this Agreement and our Policies.

12.3 Independent Contractors. Nothing in this Agreement is intended to or creates any type of joint venture, employee-employer, escrow, partnership, or any fiduciary relationship between you and us or our Affiliates. Further, neither party shall be deemed to be an agent or representative of the other by virtue of this Agreement. Neither party is authorized to, and will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party. Without limiting the generality of the foregoing, neither party will enter into any contract, agreement or other commitment, make any warranty or guaranty, or incur any obligation or liability in the name or otherwise on behalf of the other party.

12.4 Assignment. You may not assign or transfer any rights, obligations, or privileges that you have under this Agreement without our prior written consent. We may assign or transfer any rights, obligations or privileges that we have under this Agreement to an Affiliate. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this section will be deemed null and void.

12.5 No Waivers. To be effective, any waiver by a party of any of its rights or the other party's obligations under this Agreement must be made in a writing signed by the waiving party. No failure or forbearance by either party to insist upon or enforce performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise constitutes a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

12.6 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement remains in full force and effect.

12.7 Governing Law; Venue. The Service, the Sites, and Seller Central are owned and operated by us and our Affiliates in the Grand Duchy of Luxembourg. 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. Any dispute relating in any way to your use of the Service or this Agreement will be exclusively adjudicated in the jurisdiction of the courts of the district of Luxembourg City.

12.8 Out-of-court Complaint Process. If you wish to make a complaint about the Service, You can make a complaint through [Contact Us](#). You may also submit any complaint about the Service to the Commission de Surveillance du Secteur Financier 283, route d'Arlon, L-1150 Luxembourg, which is the competent authority to receive such out-of-court complaints and to reach an amicable settlement of related disputes.

12.9 Entire Agreement. This Agreement, including without limitation the Policies, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter of this Agreement. Except as expressly provided above, no modification or amendment of this Agreement will be binding on us unless set forth in a writing signed by us.

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