

Amazon Payments Europe User Agreement - Personal Accounts

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BY REGISTERING FOR OR USING THE SERVICE DESCRIBED BELOW, YOU 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 User Agreement –Personal Accounts (the “**Agreement**”) is between the applicant (“**you**” and “**your**”) and Amazon Payments Europe s.c.a (“**Amazon Payments**”, “**we**”, “**us**”, “**our**”). The Agreement applies to your use of our wallet services (the “**Service**”). Our Service enables users with Personal Accounts (described in Section 1.1. below) to make payments to users with Merchant Accounts (as described below) using Internet or mobile-based services and applications. This Agreement applies to your use of the Service whether you make payments or access the Service using an application operated by a third party or one owned or controlled by us or any entity controlled by, in control of, or under common control with us (an “**Affiliate**”), including our primary sites at pay.amazon.com/uk, 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). A “**Merchant**” is any third party merchant that accepts payment via the Service and a “**Merchant Account**” is the Amazon Payments account of such Merchant. For the avoidance of doubt, Amazon Payments acts as the payment service provider of the Merchant in connection with the Service. Your payment service provider is the entity that issued your Card (as defined below).

This Agreement explains our and your respective legal rights and obligations concerning all aspects of our relationship, account restrictions, your consent to receive electronic notices, and dispute resolution.

1. Registration and Our Role

1.1 Eligibility. To use the Service, you must register for a “**Personal Account**” as described in more detail below, and be at least 18 years old. If you do not meet our eligibility requirements, you may not be able to maintain a Personal Account with us or your use of the Service will be limited. We treat all activities under a Personal Account to be those of the registered user. You must only use the Service on your own Personal Account and not on behalf of any other person or entity. We reserve the right to refuse to provide or discontinue the Service to any person at any time for any reason.

1.2 Creating Personal Accounts. Your Personal Account is linked to your Amazon Account. To create a new Personal Account, you must register using your existing Amazon 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 the 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 (the “**Amazon**

Network Sites”), 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.com.au, www.amazon.com.mx, www.amazon.com.br and any successor or replacement websites.

1.3 Your Email Address. Your email address and a password that you select will be used to access our Site and for communications with you (as further described in Section 9.1). You also may be prompted to answer several security questions or select other issued security access keys or credentials that may be used to enable access to the Service. Your email address and password 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. 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 Personal Account with our Service in order to avoid any use of the Service. You must also notify us through Contact Us if you wish to request us to unblock your Personal Account.

1.4 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 on behalf of the Merchant, we are not involved in any underlying sales transaction between you or any Merchant. Our Service enables buyers to use the payment and delivery information stored in the Amazon Account to make payments to merchants with Merchant Accounts. The availability of payment methods may vary depending on the website you make purchases on. In this limited capacity, we are neither the buyer nor the seller of the items or services the merchant offers for sale and are not a party to the sales contract. Subject to Section 4, we will not mediate disputes between buyers and the merchant or enforce or execute the performance of any sales contract. The merchant is 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 the merchant’s 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 the merchant. 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.

2. Your Account

2.1 Personal Accounts. Your Personal Account permits you to access the information in your Amazon Account to make purchases where Amazon Pay is accepted. Personal Accounts may not receive payments from other users. Some features may be limited based on where you are located and what we know about you. You agree to provide any information that we may require or that may be required by law or our financial institutions to provide the Service. You may use a Personal Account only to register and access credit, debit, and other payment cards that we accept (“**Cards**”) for making purchases. Personal Accounts are intended for use by individuals.

2.2 Account History. When an order is confirmed from your Personal Account, we will update your account activity on the Site and provide you a transaction confirmation. The confirmation will serve as your receipt. You may receive a separate receipt from a merchant for the transaction. For Recurring Payment or Multiple Payment authorizations (described in Section 3.4), you will receive an e-mail confirmation when a transaction authorized by this payment type is completed. You should print or otherwise store a copy of these for your records. Summaries of your Personal Account activity, including monthly statements, are available in the “Your Account” area of our Site. 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 Personal Account and your use of the Service, and (b) reconciling all payment activity and all other transactional information that is associated with your Personal 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 Site, your Personal Account or the Service.

3. Making Payments

3.1 General Functionality. Users may pay for products and services sold by any person with a Merchant Account.

3.2 Payment Methods. You may register one or more Cards in your Personal Account and generally use them to make payment. Any payment method you register will automatically appear in your Amazon Account. You may be required to verify that you control the Cards that you register prior to using them for transactions.

3.3 Cards. If you use your Card to make payments for transactions that do not involve the sale of products or services, you may be charged a cash advance or other fee directly by your Card issuer. We are not responsible for these fees.

3.4 Preauthorized Payments. You may permit merchants to charge your selected payment method using Recurring Payment, Multiple Payment or Split Payment. A “**Recurring Payment**” is a payment permission given by you to a merchant to charge your selected payment method at regular intervals for fixed or variable amounts over a specified time period. A “**Multiple Payment**” is a payment permission given by you to a merchant to charge your selected payment method variable amounts over a specified time period. Multiple Payment may be used only for multiple payments which are not Recurring Payments. You may cancel or stop a Recurring Payment or a Multiple Payment at any time by logging into the “Your Account” portion of our Site and cancelling the permission listed in “Account Settings”. A “**Split Payment**” is a payment permission given by you to a merchant for the full amount of a single order containing more than one item, permitting merchant to charge your selected payment method for each such item separately at the time the item or service is shipped or fulfilled. The charges applied by a merchant for a Split Payment may not exceed the full amount of the order you agreed to pay.

4. Buyer Dispute Program.

If you are unhappy with any products or services that you have purchased using our Service, you should contact the merchant directly first. If you are unable to resolve the matter with the merchant, you may use the Buyer Dispute Program to file a complaint against the merchant. If your dispute involves the sale of physical products, you may submit a claim under our A-to-z Guarantee. If a dispute arises between you (as a buyer) and a merchant, you release us (and our agents and employees) from any and all claims, demands, and damages (actual and consequential) in any way connected with the dispute and the transaction.

5. Term and Termination

5.1 Term. This Agreement commences on the date that you register for the Service. The Agreement will continue unless and until terminated in accordance with the provisions of this Section 5.

5.2 Termination by You. You may terminate this Agreement at any time by contacting customer service and closing your Personal Account.

5.3 Suspension or Termination by Us. We reserve the right to refuse service, terminate accounts or suspend accounts if you are in breach of applicable laws, this Agreement or any other applicable terms and conditions, guidelines or policies. We reserve the right to refuse to provide or discontinue the Service to any person at any time and for any reason.

5.4 Effect of Termination. 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: 1.4, 5.4, 6 and 8 through 9.

6. Privacy.

Please see our Privacy Notice.

7. Warranties

7.1 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) you will only use the Service to transact on your own account and not on behalf of any other person or entity; (c) 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; (d) 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 (e) you will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under

sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the United Kingdom, the European Union, or any other applicable government authority.

8. Limitation of Liability

8.1 We will do our utmost to ensure that availability of the Service will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to the Service may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

8.2 Amazon Payments will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when you commenced using the Service.

8.3 We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

8.4 The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

8.5 Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

9. General Provisions

9.1 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 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 Personal 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 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. You can contact us about the Service by visiting the “Contact Us” link on the Site.

9.2 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. Any change to a policy will be effective upon the earlier of posting to our Site 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 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 Personal 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 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 otherwise communicated to you. You are at all times responsible for reading and understanding each version of this Agreement and our policies.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Governing Law; Venue. The Service and the Site 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 non-exclusively adjudicated in the jurisdiction of the courts of the district of Luxembourg City. If you are a consumer and have your habitual residence in the European Union, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

9.8 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 writing and signed by us.

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