

# Customer Agreement

**Last updated: December 18, 2023**

This Amazon Registry Customer Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between Amazon Registry Services, Inc. (“**Amazon Registry**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**you**”). This Agreement takes effect when you use any of the Service Offerings (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

## 1. Use of the Service Offerings.

**1.1 Generally.** You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including the Service Terms, the Acceptable Use and Anti-Abuse Policy, and the other Policies as defined in Section 14.

**1.2 Your Account.** To access the Services, you must create an Amazon account associated with a valid email address. Unless explicitly permitted by the Service Terms, you may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees, or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may terminate your account and this Agreement at any time in accordance with Section 7.

**1.3 Domain Activation.** When you purchase a domain through an authorized registrar, the domain is registered in the DNS but may be placed on ServerHold status, rendering the domain inactive. Unless activated, a domain on ServerHold status will not resolve to your chosen nameservers. To activate the domain, you must follow the instructions in the activation email sent shortly after you purchase the domain. The email contains a link directing you to log in to your Amazon account in order to remove the ServerHold status. Failure to activate the domain within one year of the purchase date will result in expiration of the domain and termination of this Agreement pursuant to Section 7.2(b).

**1.4 Third Party Content.** We may make Third Party Content, such as website templates including text and images, available to you from other companies or individuals under separate

terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

## **2. Changes.**

**2.1 To the Service Offerings.** We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

**2.2 To the APIs.** We may change, discontinue, or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

## **3. Security and Data Privacy.**

**3.1 Data Privacy.** Your Content is stored in, and transferred into, the Amazon Web Services (“AWS”) regions in the United States. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings or other products or services offered by us or our affiliates, or as necessary to comply with the law or a binding order of a governmental body. We will not disclose Your Content to any government or third party; except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.1. We will only use your Account Information in accordance with the Privacy Notice. The Privacy Notice does not apply to Your Content.

**3.2 Service Attributes.** To provide billing and administration services, we may process Service Attributes in the AWS region(s) where you use the Service Offerings and the AWS regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse, or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

## **4. Your Responsibilities**

**4.1 Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- (a) the technical operation of Your Content;
- (b) compliance of Your Content with the Acceptable Use and Anti-Abuse Policy, the other Policies, and the law;

(c) any claims relating to Your Content; and  
(d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

**4.2 Other Security and Backup.** You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection, and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and routine archiving of Your Content.

**4.3 End User Violations.** You will be deemed to have taken any action that you permit, assist, or facilitate any person or entity to take related to this Agreement, Your Content, or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

**4.4 End User Support.** You are responsible for providing customer support (if any) to End Users. We do not provide any support or services to End Users.

**4.5 Domain Name.** You are solely responsible for the registration, maintenance, and renewal of any domain name that you use in connection with the Service Offerings.

## 5. Fees and Payment

**5.1. Service Fees.** We calculate and bill any applicable fees and charges annually. We may bill you more frequently for fees accrued if we suspect that your account is fraudulent or at risk of non-payment or upon notice to you. You will pay us the applicable fees and charges for use of the Service Offerings as described on the Amazon Registry Site using one of the payment methods we support. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the Amazon Registry Site unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

**5.2 Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT 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.

## 6. Temporary Suspension

**6.1 Generally.** We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- (a) your or an End User's use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other Amazon Registry customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent; or
- (b) you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days.

**6.2 Effect of Suspension.** If we suspend your right to access or use any portion or all of the Service Offerings:

- (a) you remain responsible for all fees and charges you have incurred through the date of suspension;
- (b) you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and
- (c) we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.2.

## 7. Term; Termination

**7.1. Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 7.2.

### **7.2 Termination.**

(a) Termination for Convenience. You may terminate this Agreement for any reason by:

- (i) providing us notice; and
- (ii) closing your account for all Services for which we provide an account closing mechanism.

We may terminate this Agreement for any reason by providing you 30 days advance notice.

(b) Termination for Failure to Activate. We may terminate this Agreement and render your domain ineligible for renewal if you fail to activate the domain within one year of the purchase date pursuant to Section 1.3.

(c) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you or any End User results in a suspension described in Section 6.1, (B) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates, or requires us to change the way we provide the software or other technology as part of the Services, (C) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (D) in order to comply with the law or requests of governmental entities; or (E) if we determine use of the Service Offerings by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.

### **7.3. Effect of Termination.**

(a) Generally. Upon any termination of this Agreement:

(i) all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination;

(iii) you will immediately return or, if instructed by us, destroy all Amazon Registry Content in your possession; and

(iv) Sections 4.1, 5.2, 7.3, 8 (except the license granted to you in Section 8.4), 9, 10, 11, 13, and 14 will continue to apply in accordance with their terms.

(b) Post-Termination Assistance. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(c), during the 30 days following termination:

(i) we will not erase any of Your Content as a result of the termination;

(ii) you may retrieve Your Content from the Services only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and

(iii) we will provide you with the same post-termination data retrieval assistance that we generally make available to all customers.

Any additional post-termination assistance from us is subject to mutual agreement by you and us.

## **8. Proprietary Rights**

**8.1 Your Content.** As between you and us, you or your licensors own all right, title, and interest in and to Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual

property rights. You consent to our use of Your Content to provide the Service Offerings to you and any End Users.

**8.2 Adequate Rights.** You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content or the Services Offerings will violate the Acceptable Use and Anti-Abuse Policy.

**8.3 Service Offerings License.** As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (i) access and use the Services solely in accordance with this Agreement; and (ii) copy and use the Amazon Registry Content solely in connection with your permitted use of the Services. Except as provided in this Section 8.3, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights. Some Amazon Registry Content may be provided to you under a separate license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Amazon Registry Content.

**8.4 License Restrictions.** Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings (except to the extent software included in the Service Offerings are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used.

**8.5 Suggestions.** If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

## 9. Indemnification.

**9.1. General.** You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your Amazon account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising, or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

**9.2. Process.** We will promptly notify you of any claim subject to Section 9.1, but our failure to promptly notify you will only affect your obligations under Section 9.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

## 10. Disclaimers.

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## **11. Limitations of Liability.**

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, INCLUDING TERMINATION FOR FAILURE TO ACTIVATE THE DOMAIN PURSUANT TO SECTIONS 1.3 AND 7.2(B); (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS; OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

## **12. Modifications to the Agreement.**

We may modify this Agreement (including any Policies and the Conditions of Use) at any time by posting a revised version on the Amazon Registry Site or by otherwise notifying you in accordance with Section 13.6; the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Amazon Registry Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the top of this Agreement.

## **13. Miscellaneous.**

**13.1 Publicity.** You will not issue any press release or make any other public communication that misrepresents or embellishes the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.



**13.2 Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**13.3 Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

**13.4 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**13.5. Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content and the provision of Your Content to End Users.

**13.6 Notice.**

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Amazon Registry Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Amazon Registry Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact Amazon Registry as follows: (i) by facsimile transmission to 206-946-7702; (ii) by personal delivery or registered or certified mail to Amazon Registry Services, Inc., 410 Terry Avenue North, Seattle, WA 98109; or (iii) by overnight courier to Amazon Registry Services, Inc., 601 Monster Rd. SW, SEA40-Doppler-tld-support@, Renton, WA 98057. We may update the facsimile number or address for notices to us by posting a notice on the Amazon Registry Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(c) Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**13.7 Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 13.7 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**13.8 No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

**13.9 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**13.10 Governing Law; Venue.** The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**13.11 Disputes.** Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by Amazon Registry will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of filing, administration, and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. **We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we and you waive any right to a jury trial.** Subject to Section 8.5, we

and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

**13.12 Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy, and confidentiality of Your Content. We will not be bound by, and specifically object to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence, or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Conditions of Use will control over this document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

## 14. Definitions.

**"Acceptable Use and Anti-Abuse Policy"** means the Acceptable Use and Anti-Abuse Policy available at [registry.amazon](https://registry.amazon.com), as it may be updated by us from time to time.

**"Account Information"** means information about you that you provide to us in connection with the creation or administration of your Amazon account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with your Amazon account.

**"API"** means an application program interface.

**"Amazon Registry Content"** means Content we or any of our affiliates make available in connection with the Services or on the Amazon Registry Site to allow access to and use of the Services, including sample code; software libraries; command line tools; and other related technology. Amazon Registry Content does not include the Services.

**"Amazon Registry Site"** means [registry.amazon](https://registry.amazon.com) and any successor or related site designated by us.

**"Conditions of Use"** means the Conditions of Use available at [registry.amazon](https://registry.amazon.com), as it may be updated by us from time to time.

**"Content"** means software (including machine images), data, text, audio, video, or images.

**“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own Amazon account, rather than your account.

**“Policies”** means the Acceptable Use and Anti-Abuse Policy, the Conditions of Use, the Service Terms, the [Trademark Usage Guidelines](#), all restrictions described in the Amazon Registry Content and on the Amazon Registry Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies does not include whitepapers or other marketing materials referenced on the Amazon Registry Site.

**“Privacy Notice”** means the Privacy Notice available at [registry.amazon](#), as it may be updated by us from time to time.

**“Service”** means each of the web services made available by us or our affiliates, including those web services described in the Service Terms.

**“Service Attributes”** means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics, and analytics.

**“Service Offerings”** means the Services, the Amazon Registry Content, the Amazon Registry Site, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content.

**“Service Terms”** means the rights and restrictions for particular Services in the Service Terms available at [registry.amazon](#), as they may be updated by us from time to time.

**“Suggestions”** means all suggested improvements to the Service Offerings that you provide to us.

**“Term”** means the term of this Agreement described in Section 7.1.

**“Third Party Content”** means Content owned by a third party made available to you on the Amazon Registry Site or in conjunction with the Services.

**“Your Content”** means Content that you or any End User transfers to us for processing, storage, or hosting by the Services in connection with your account and any computational results that you or any End User derive from the foregoing through their use of the Services. Your Content does not include Account Information.