

**Last updated: September 12, 2019**

Vine is a marketing program operated by ABOS LLC (together with its affiliates, "**Amazon**," "**we**," "our," or "**us**") through which select products are provided to certain Amazon.com customers ("Vine Voices") for review (the "**Program**"). Your participation in the Program is subject to the terms and conditions stated below (the "**Agreement**") and the terms and conditions governing the sale of your products to or through us or our affiliate entities (the "**Selling Partner Agreement**," which includes, for example, the Vendor Terms and Conditions or the Amazon Services Business Solutions Agreement). To the extent there is a conflict between the Selling Partner Agreement and this Agreement regarding your participation in the Program, the terms of this Agreement will take precedence. "You" or "your" means the vendor, seller, or distributor accepting this Agreement. In order to participate in the Program you must:

- agree to the terms and conditions in this Agreement by accepting these terms below and clicking the "Submit" button at the bottom of this page; and
- maintain an account within Vendor or Seller Central, as applicable, and provide and keep all required information accurate and up to date in Vendor or Seller Central, including but not limited to your e-mail address and billing contact information.

**1. Amendment; Notice of Changes.** We reserve the right to change the terms and conditions contained in this Agreement or any Vine Help Pages, instructions, or other guidelines within Vendor or Seller Central relating to the Program at any time and in our sole discretion. Any changes will be effective when the revisions are posted within Vendor or Seller Central. Notice of changes to this Agreement will be posted in Vendor or Seller Central for 30 days. You are responsible for reviewing the notice and any applicable changes. We may post changes to Vine Help Pages, instructions, or other guidelines without notice to you. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF ANY CHANGES TO THIS AGREEMENT, THE VINE HELP PAGES, INSTRUCTIONS, OR OTHER GUIDELINES WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO THOSE CHANGES, DO NOT CONTINUE TO PARTICIPATE IN THE PROGRAM.

## **2. How the Program Works.**

**(a) Enrollment Requests.** You may enroll in the Program certain products that you sell or plan to sell to or through us or our affiliate entities (the "**Products**"). To enroll a Product, you must use our online enrollment tool and provide all required information. Please see the Vine Help Pages for instructions on using the enrollment tool. You may not enroll any [ineligible Products](#). We will have the right to reject any Product you enroll, at any time for any reason in our sole discretion. Any Products that we do not reject are "**Accepted Products**."

**(b) Enrollment Fees.** Unless otherwise agreed between you and Amazon, the applicable fee to enroll each Product or Products in the Program ("**Fee**") will be

provided when you use our online enrollment tool. We may change the applicable Fee for any Product at any time on a prospective basis. We may deduct the Fee from any amounts we owe to you. The Fees are exclusive of any applicable taxes.

**(c) Taxes.** To the extent that we are required to collect or remit any tax in connection with the Fees under this Agreement, we will issue tax invoices to you and you will reimburse us for those taxes within 30 days after the date of our invoice. You will not deduct or withhold any amounts (including, but not limited to, in respect of any present or future taxes) from the Fees.

**(d) Product Delivery.** When requested, you will label and ship to us the Accepted Products (i) in the correct quantity, (ii) at your own cost (freight prepaid), and (iii) in accordance with our [shipping requirements](#) using the item labels and shipping labels that we provide to you through our enrollment tool. Risk of loss for all Products will transfer to us upon our acceptance from the carrier. However, we will not be responsible for any Products that you ship to us that are not properly labeled, or not otherwise in compliance with our [shipping requirements](#). If you are shipping any products to us from outside the United States, you will be the importer of record. These provisions in this subdivision (d), including the risk of loss, will not apply for any Accepted Products that are Fulfilled by Amazon (FBA), as we will use your existing inventory to fulfill deliveries to Vine Voices.

**(e) Accepted Product Offerings.** If we make available to Vine Voices information about the Accepted Products, you will not have an opportunity to review or approve such information.

**(f) Reviews.** Accepted Products will be delivered to Vine Voices who have selected the Accepted Product. We will encourage the Vine Voices to post their reviews of the Accepted Product (the "**Reviews**") to the product detail page for the Accepted Product on [www.amazon.com](http://www.amazon.com) (the "**amazon.com Site**"). Any reviews posted by Vine Voices must be independent and unbiased. We make no assurances concerning the Vine Voices or the Reviews, including but not limited to (i) the number of Accepted Products that Vine Voices will choose to review, (ii) the nature of any Reviews that Vine Voices may submit, or (iii) our ability to maintain the confidentiality of any Accepted Product or other materials that we provide to Vine Voices. We will have no obligation to modify or remove Reviews from the Amazon.com Site, even if you find them objectionable. You must not contact Vine Voices or attempt to influence Vine Voices or their Reviews. If a Vine Voice attempts to contact you other than for ordinary customer support, you must decline any further communication and notify us.

**(g) Product Removal.** You may request that we remove an Accepted Product from the Program by [contacting us](#) and telling us that you want to remove the Accepted Product. We will use commercially reasonable efforts to remove any Accepted Product after we receive your notice or after termination of this Agreement, but in no event will we be able to remove any Accepted Product later than 5 business days before we offer the Accepted Product to Vine Voices. For avoidance of doubt, removal of an Accepted Product from the Program or

termination or non-renewal of this Agreement will not require Amazon to delete or alter any Reviews previously posted.

**(h) No Product Returns.** We will not return any Accepted Products to you. We will use commercially reasonable efforts to distribute all Accepted Products to Vine Voices. However, we may destroy any Accepted Product at any time following the date ninety days after our receipt of the Accepted Product. Accepted Products that are FBA will not be destroyed and will remain in your inventory.

**3. Ownership of Accepted Products and Reviews.** You will retain all right, title and interest in any given unit of the Accepted Products until a Vine Voice orders such unit and it is delivered to the common carrier for delivery to the Vine Voice, at which point all right, title and interest in such unit passes to the Vine Voice. We will at all times retain all right, title and interest (including but not limited to all intellectual property rights) in the Reviews. You may use the Reviews or excerpts of the Reviews of your Accepted Products that are on the Amazon.com Site for your internal business purposes and for marketing Accepted Products, provided, (i) that any such use will properly attribute the Reviews to an "Amazon Vine Customer Review of Free Product"; (ii) Amazon may, by written notice, require you to cease any use of the Reviews that it deems inappropriate in its sole discretion, in which case you will cease such use immediately; and (iii) you may only excerpt Reviews in a manner that does not materially alter the meaning of the text or cause the text to become factually incorrect or misleading. You may not use any Reviews that are no longer posted on the amazon.com Site.

**4. Term and Termination.** The term of this Agreement will begin on the date you click the "Submit" button at the bottom of this Agreement and continue until we or you terminate this Agreement in accordance with this Section (the "**Term**"). We may terminate this Agreement at any time by disabling your access to the product enrollment tool. You may terminate this Agreement at any time upon 30 days' written notice by [contacting us](#) and indicating your desire to terminate this Agreement ("**Termination Notice**"). You will not enroll or ship to us any Products after you send us a Termination Notice. We may at any time cease providing the Program at our sole discretion without notice to you. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2(b), 2(e), 2(g), and 3, 4, 5, 6, and 7 will survive termination.

**5. Indemnification.** You will defend us (and our directors, officers, employees, agents and other representatives) from and against any claim arising from or relating to your participation in the Program, including but not limited to your breach of this Agreement.

**6. Disclaimer of Warranties.** The Program is provided on an "as is" basis. We make no representations or warranties of any kind, express or implied, including without limitation: (a) the implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement; (b) that the Program, Vendor Central, Seller Central, or the amazon.com Site will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without

error; and (c) any implied warranty arising from course of dealing or usage of trade. To the full extent permissible under applicable law, we disclaim any and all warranties.

**7. Limitation of Liability.** In no event will our total liability arising in connection with the Program exceed the aggregate fees paid by you in connection with the Program for the twelve-month period preceding the claim.

**8. Vendor and Seller Terms.** The products that you submit to us under the Program are "Products" or "Your Products" (or the appropriate applicable term) under the Selling Partner Agreement, including for purposes of provisions related to your representations and warranties, and your indemnification and defense obligations, as applicable.