

Amazon Payments UK – Selling On Amazon Payments User Agreement

Last Updated: February 11, 2020

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 UK- Selling on Amazon User Agreement (the **Agreement**) is between the applicant (if registering as an individual) or the business the applicant is employed by or represents (if registering as a business) (**you**; and **your**) and Amazon Payments UK Limited (**Amazon Payments, we, us, our**). The Agreement applies to your use of our payment processing and related services provided in connection with the Selling on Amazon service relating to amazon.co.uk (**Selling on Amazon Service**) offered by Amazon Services Europe S.à r.l. (**ASE**) and all or the applicable portions of any successor services we provide, regardless of how branded (collectively, the **Service**). Our Service enables sellers to receive payments for online purchases made through the Selling on Amazon Service and to transfer funds received for online purchases to a bank account. If you have registered for the Selling on Amazon Service before December 14, 2018 and have not received a notice from us informing you that an Amazon Payments UK Limited account has been opened for you, Amazon Payments Europe s.c.a will provide the payment processing and related services in respect of the Selling on Amazon Service pursuant to the Amazon Payments Europe – Selling on Amazon agreement.

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 at payments.amazon.co.uk (the **Site**) and the online portal and tools made available by ASE to you, for your use in managing your orders and inventory on any of the websites on which the Selling on Amazon Service is made available to you and through which you can offer and sell your products (**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 conflict between one or more of the Policies and the terms in this Agreement set forth below, the terms in this Agreement will prevail unless the Policy expressly states that it supersedes any term of this Agreement and applicable law does not prohibit the Policy from superseding the applicable term.

1. Your Selling On Amazon Payment Account

1.1 Eligibility. To use the Service, (a) you must register for a Selling On Amazon Payment Account as described in more detail below (an **Account**) by providing complete and accurate registration information and (b) if you are an individual, be at least 18 years old, and, if you are registering as a legal entity, your business, trade or profession must be established and authorized

to operate in one of the designated countries that we support, as disclosed on our Site or Seller Central when you register for an Account. You must meet our eligibility requirements in order to register for and maintain an Account. We treat all activities under an Account to be those of the registered user. You may not use the Service or your Account 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, and updates to your registration information may be carried across to other accounts that you have with us. We reserve the right to refuse to provide or discontinue the Service to any person or entity, or close the Account of any person or entity, in each case at any time for any reason.

1.2 Accounts. Accounts may be accessed through Seller Central. You may use an Account only to sell products and/or services in connection with the Selling on Amazon Service and to hold and transfer funds to a bank account. If you register for an Account as a business, you must only use your Account in the course of your own business, trade or profession and not for domestic or household purposes or as a consumer. In connection with the 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, 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. If you are acting as a business, you agree that the following provisions of the Payment Services Regulations 2017 will not apply to your use of the Service: 56, 67(3), 67(4), 75, 77, 79, 80, 91, 92 and 94. Your Account is linked to your Amazon Account (as described below). To create a new 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 Account. You may be required to provide additional information based on your account type or service that you want to use with your 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 a customer account that you have established for purchasing or accessing products or services through certain websites owned or controlled by Amazon.com, Inc., or certain entities controlled by, in control of, or under common control with us (each, an **Affiliate** and collectively, **Affiliates**), 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.com.br, www.amazon.com.au, www.amazon.com.mx, www.amazon.nl and any successor or replacement websites.

1.3 Our Role. Amazon Payments UK Limited is incorporated and registered in the United Kingdom with company number 11049457 and has its registered office at 1 Principal Place, Worship Street, London EC2A 2FA. Our VAT registration number is GB 295760460. We are authorized by the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN, under the Payment Services Regulations 2017 as an authorised payment service institution, reference

number 799814. Except for our limited role in processing payments for you, we are not involved in any underlying sales transaction between any seller and buyer. You authorize us to hold, receive, and disburse funds 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. 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 Selling on Amazon 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. 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 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 Account including bank account details and beneficial ownership information. We may provide details relating to your Account to ASE (or to relevant authorities on ASE's behalf) to the extent that ASE reasonably requires such details in connection with its provision of the Selling on Amazon service. To provide the Service, we or our Processor may debit or credit (as appropriate) your Account 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 and/or your business' identity as a condition of providing the Service to you or before we permit you to receive or transfer funds from your 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 Account with us or in the event of a dispute relating to this Agreement and activity under your Account. While we may take steps to verify the identity of our users, we cannot and do not guarantee any user's identity. We are not responsible for taking appropriate steps to verify the identity of other users of the Service.

1.5 Your Credentials. Your email address and a password that you select will be used to access and use the Service, the Site and Seller Central and for communications with you (as further described in Section 11.1). 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 any access keys or other access credentials 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 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 Account or Seller Central; provided that if we receive your payment authorization on a day that is not a Business Day, or before 8:00 am CET or after 4:30 pm CET on any 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 Account with our Service in order to avoid unauthorized transactions. You must also notify us through [Contact Us](#) if you wish to request us to unblock your Account. You will not be financially responsible for any use of your 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 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 an Account if we suspect the transaction or 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 in Seller Central. 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 for any third party. We may inspect your 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 funds. You may use an Account solely to accept payments from buyers who have purchased products or services sold by you through the Selling on Amazon Service. Except as permitted through use of the Service, you may not use your Account to send payments to any other person. You will receive funds in your Account as payment for the sale of the products or services made through the Selling on Amazon Service. We will issue and transfer to your Account an amount of funds 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 or our Affiliates 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 any funds held in your Account. Funds held in your Account do not qualify as a deposit so you are not protected by any deposit guarantee schemes.

2.2 Accepted Payment Methods. You may receive payments in your 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).

2.3 Order Processing. Subject to the terms of this Agreement, we will process payments and refunds for your transactions submitted through the Service. 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 Selling on Amazon 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. Except as otherwise provided in the Business Solutions Agreement you have entered into with ASE and any other Affiliate, 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 ASE's, AEU's and your policies in force 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 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 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 initiate a refund 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 maintain a minimum balance in your Account or establish a separate reserve account (a "**Reserve**") to secure the performance of your payment obligations under this Agreement. The Reserve will be in an amount we determine to cover our risk from providing the Service to you (including without limitation anticipated Chargebacks or credit risk) or the amount designated by our Processor. The Reserve may be raised, lowered or removed at any time. You agree that we may fund the Reserve from the balance in your Account, funds sent by you upon our request, 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, our Affiliates, or other customers.

2.7 Disbursements. Subject to restrictions described in this Agreement, we will automatically transfer your Account balance to your Bank Account fourteen (14) days after the first business day on which the corresponding transactions were completed. Transfers will be made only by direct deposit to your Bank Account. In addition to the automatic transfers made by us as described in the preceding sentence, you may initiate a transfer of your Account balance (excluding any amounts that are held in Reserve or are otherwise unavailable) to your Bank Account once in every 24-hour period. Except in the case of Account balance transfers made in connection with the closing or termination of the Account or this Agreement, disbursements to your Bank Account are subject to a minimum amount of 1GBP. In addition to any applicable account limits, we may restrict transactions to or from your Account or limit access to and availability of your Account balance 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) we suspect you have violated any term of this Agreement, (c) we are unable to verify your identity, (d) any dispute exists involving your Account or transactions conducted in connection therewith, or (e) needed to protect the security of our systems. We may restrict access to your Account balance for the time that it takes for us to complete any pending investigation or resolve a pending dispute. We also may hold your Account balance 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 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 Account and your use of the Service, and (b) reconciling all payment activity to and from

your 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, Seller Central, your 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 Account, we will immediately refund to you the amount of the unauthorized payment and, where applicable, take any other action necessary to restore your 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 Account and, in no event later than 13 months 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 Account if you have acted fraudulently or failed, either intentionally or through gross negligence, to use your 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 Accounts. If your Account is inactive (including without limitation if you have not accessed your Account or conducted any transactions) for a continuous period of at least two (2) years and six (6) months, and you are currently holding a balance, 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 Account open and maintaining your balance, disbursing your balance (subject to the terms of this Agreement), or converting your balance to an Amazon gift card. If you do not respond to our notice within thirty (30) days, we will automatically close your Account in accordance with section 5.3 of the Agreement and convert your Account balance to an Amazon gift card.

2.11 Customer Service. You, ASE or any other of our Affiliates, depending on the service or services you may have subscribed to with such companies and subject to the terms applicable to such service or services, 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: payment; Card processing; debiting or crediting; and Section 3.

3. Chargebacks

3.1 Your Liability. The amount of a transaction may be charged back or reversed to your 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. We will bear the risk of Card fraud (*i.e.*, a fraudulent purchase arising from the theft and unauthorized use of a third party's Card information) occurring in connection with payments made to you by buyers through the Selling on Amazon Service, and you will bear all other risk of fraud or loss; provided, that you will bear the risk of Card fraud in connection with any of your products sold on or through the Selling on Amazon Service that are not (a) fulfilled using the Fulfilment by Amazon service or (b) fulfilled strictly in accordance with the order and shipping information that ASE or its Affiliates provide or make available to you and the estimated or promised shipment and/or delivery date.

3.2 Collection Rights. For any transaction that results in a Chargeback, we may withhold the Chargeback amount in the Reserve and deduct the amount of any Chargeback and any associated fees, fines, or penalties assessed by an Association, our Processor, or processing financial institutions from your Account balance (including without limitation any Reserve), any proceeds due to you, your Bank Account, or other payment instrument registered with us. Further, if we 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 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 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 Account, including without limitation, by (a) establishing 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.

4. **Payment Terms**

4.1 Payments to ASE and other Affiliates. You hereby irrevocably authorize us to pay to ASE any fees or other amounts due in relation to your use of the Selling on Amazon Service, in accordance with the fee schedule provided by ASE or any of our Affiliates in relation to this service. You hereby irrevocably authorize us to pay ASE any fees or other amounts due in relation to your use of the Fulfilment by Amazon service, in accordance with the fee schedule provided by ASE or any of our Affiliates in relation to this service. You hereby irrevocably authorize us to pay Amazon EU S.r.l. (**AEU**) any fees or other amounts due in relation to your use of the service provided by AEU for the sale of your products on the www.amazon.co.uk site (or any other website, as relevant and applicable), in accordance with the fee schedule provided by AEU or any of our Affiliates in relation to this service. We reserve the right to change fees without notice and with immediate effect, except as may be prohibited by applicable law.

4.2 Our Set-off Rights. To the extent permitted by law, we may set off against your Account balance, any payment account balance reflecting amounts due to you by any of our Affiliates, any Reserve or proceeds due to you, or debit your Bank Account or other payment instrument in your Account for any (a) obligation you owe us under this Agreement, (b) obligation you owe ASE, AEU or another of our Affiliates, to the extent you have authorized ASE, AEU or another of our Affiliates to receive payment from your Account or pursuant to this Agreement for such obligation, or (c) amount, tax or duty we or ASE are required to pay by law or pursuant to a binding legal order in connection with your use of the Selling on Amazon Service (payments collected by us under (a), (b) and (c), collectively, **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 Account balance. If you owe us an amount that exceeds the balance in your Account (or any payment account provided to you by any of our Affiliates), we may charge or debit a payment instrument or Bank Account registered in your 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. To give effect to our rights under this Section, you hereby irrevocably authorize us to debit your Amazon Payments Europe s.c.a. Selling on Amazon payment account (if you have one) for any amounts due to us under this Agreement.

4.3 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 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 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 to ASE or another of our Affiliates, to deduct such amounts from your Account balance).

4.4 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 Site, 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, 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.

5. Term and Termination

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

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

5.3 Suspension or Termination by Us. Except as otherwise agreed in writing, we may terminate 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 Account (including without limitation the funds in your 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 Account, including your Credentials, or (e) we suspect unauthorized or fraudulent use of your Account or any payment information in your Account. In such cases we will inform you of the suspension of your 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 measures or is prohibited by applicable law. We will reactivate your 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 Account.

5.4 Effect of Termination. Without limiting Section 9, 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 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 Site 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, 4.2, 4.4, 5.4, 6, 7.3, 8.2, and 9 through 11.

6. Privacy; User Information.

6.1 Your Consent. We use your personal data in the manner set out in our Privacy Notice and as further described in this Agreement. By using the Service, the Site and Seller Central, you consent to the collection and use of your personal data in the manner set out in the Amazon Payments UK Privacy Notice- Selling on Amazon (the **Privacy Notice**). If we decide to change our Privacy Notice, we will post those changes on the Privacy Notice page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. You should check the Privacy Notice frequently for changes. Please note that the information you provide to us in using the Service, the Site or Seller Central will be transferred outside the European Economic Area for the purposes of processing by Amazon and its Affiliates and in order to maintain customer accounts for you. By using the Service, the Site, or Seller Central you consent to this transfer.

6.2 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 acquire 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 our 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. The terms of this Section 6.2 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 our Service or customer of ours or our Affiliates.

7. License

7.1 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, data, materials, content and printed and electronic documentation 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.

7.2 Trademarks. You may not use the Amazon Payments, and other related designs, graphics, logos, page headers, button icons, scripts, and service names (collectively, **Trademarks**) in connection with the Service. You acknowledge that we and our Affiliates are the sole owners 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 Policies. We and our Affiliates may use your name or logo to identify you as a participating merchant.

7.3 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, or our Affiliates' Trademarks, and any other technology, software and intellectual property that we provide, make available or use to provide the Service, Site, 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, Site, Seller Central, the Amazon Materials, our Trademarks, or such other technology, software or intellectual property provided or made available by us or our Affiliates.

7.4 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.

8. Representations and Warranties; Disclaimers

8.1 By You. You represent and warrant to us that: (a) you are eligible to register for 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 in the terms of the Selling on Amazon Service and your policies; (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 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; (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 our Services 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; (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, 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.

8.2 Disclaimer. THE SITE, SELLER CENTRAL, THE AMAZON MATERIALS AND 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.

9. 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.

10. 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; (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.

11. General Provisions

11.1 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 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 your 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.

11.2 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 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.

11.3 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.

11.4 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 subcontract any rights or obligations 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.

11.5 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 (excluding, for the purposes of this Section 11.5, e-mail) 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.

11.6 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.

11.7 Governing Law; Venue. The Service is operated by us in the United Kingdom. The Site and Seller Central are owned and operated by us and our Affiliates in the Grand Duchy of Luxembourg. The laws of England and Wales 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 (a) may be adjudicated in the courts of London, England if you are not registering an Account as a business (as set forth in Section 1.2) and (b) will be adjudicated exclusively in the courts of London, England if you are registering an Account as a business (as set forth in Section 1.2).

11.8 Out-of-court Complaint Process. If you wish to make a complaint about the Service, You can make a complaint through [Contact Us](#). If you are unhappy with our response, you may be entitled to refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0300 123 9123* or email complaint.info@financial-ombudsman.org.uk. For more information visit: www.financial-ombudsman.org.uk. The Financial Ombudsman Service is a free service set up to help resolve individual disputes between customers and businesses providing financial services in the UK

If you opened your account in the UK online you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>

11.9 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 written document signed by us.

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