Amazon Services Europe Business Solutions Agreement

Last updated: ~~February 1~~May 29, 2024

The version of this Agreement in English is the definitive legal version. Translations into German, French, Italian, Spanish, Dutch, Swedish, Polish and Chinese (中文) are available for your ease of reference only.

General Terms

Welcome to **Amazon Services Europe Business Solutions**, a suite of optional seller services including **Selling on Amazon**, **Fulfilment by Amazon**, **Sponsored Ads** and **Selling Partner API**.

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND AMAZON SERVICES EUROPE S.A R.L (THE "AGREEMENT"). BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAMME POLICIES FOR EACH SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH A PARTICULAR AMAZON SITE.

As used in this Agreement, "we," "us," and "Amazon" means the Amazon company named in the applicable Service Terms and "you" means the applicant (if registering for or using a Service as an individual), or the business the applicant is employed by or represents (if registering for or using a Service as a business). Capitalised terms have the meanings listed in the **Definitions** below. If there is any conflict between these General Terms and the applicable Service Terms and Programme Policies, the General Terms will govern and the applicable Service Terms will prevail over the Programme Policies.

1. **Enrolment**

To begin the enrolment process, you must complete the registration process for one or more of the Services. By registering for or using the Services you confirm that you did not rely on any oral or written representations made by employees of Amazon and/or any of its affiliates and that you chose the service based on your own due diligence and consideration. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, a particular Amazon Site Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, Primary Place of Business address, phone number and e-mail address, as well as any other information we may request. Any personal data you provide to us will be handled in accordance with Amazon's Privacy Notice.

2. **Service Fee Payments**

Fee details are described fully in the applicable Service Terms and Programme Policies. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the

applicable Service Terms provide otherwise. To use a Service, you must provide Amazon Payments Europe s.c.a. ("APE") or Amazon Payments UK Limited ("APUK") with valid credit card information from a credit card or credit cards accepted by Amazon ("Your Credit Card"). You will use only a name you are authorized to use in connection with a Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorize APE or APUK (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card or debit any of your payment account(s) held with APE and/or APUK, where applicable, for any sums payable by you to us (in reimbursement or otherwise). If you registered for Selling on Amazon before December 14, 2018 and have not yet received an APUK Account Confirmation Notice, all payments to you will be made in accordance with the APE User Agreement. If you registered for Selling on Amazon on or after December 14, 2018 or have received an APUK Account Confirmation Notice, all payments to you in relation to the UK Amazon Site will be made in accordance with the APUK User Agreement and all payments to you in relation to the DE Amazon Site, the ES Amazon Site, the FR Amazon Site, the IT Amazon Site, the NL Amazon Site, the BE Amazon site, the SE Amazon Site and/or the PL Amazon Site will be made in accordance with the APE User Agreement. In addition to charging payable sums to Your Credit Card, you authorize APE or APUK to choose instead to either (a) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, or (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

3. Term and Termination

The term of this Agreement will start on the date of your completed registration for use of a Selling Service and continue until terminated by us or you as provided below. You may at any time terminate your use of any Selling Service immediately on notice to us via Seller Central, email, the Contact Us Form, or similar means. We may terminate your use of any Services or terminate this Agreement for convenience with 30 days' advance notice. We may suspend or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or (c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Amazon's legitimate interest; or (d) your Account Health Rating falls below our published thresholds for deactivation. We will promptly notify you of any such termination or suspension via email or similar means sent to you individually, and on Seller Central, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. Any suspension will last until you have provided satisfactory evidence that you have cured its cause and implemented the necessary changes except in case of suspension based under (b) or (c) above where we terminate or may not reinstate in light of the initially deceptive, fraudulent or illegal activity or harm. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (e) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and (f) Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 15 and 17 of these General Terms survive.

4. Licence

You grant us a royalty-free, non-exclusive, worldwide, right and licence for the duration of your original and derivative intellectual property rights to use, any and all of Your Materials for the Services or other Amazon product or service, and to sublicense the foregoing rights to our affiliates and operators of Amazon Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using standard functionality made available to you via the applicable Amazon Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

5. Representations

Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the laws of the territory in which the business is registered; (b) it has all requisite right, power and authority to enter into this Agreement and perform its obligations and grant the rights, licences and authorizations its grants hereunder; (c) any information provided or made available by one party to the other party or its affiliates is accurate and complete, and it will promptly update such information as necessary to ensure it at all times remains accurate and complete, (d) it is 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 European Union or its member states, or other applicable government authority and (e) it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement.

6. Indemnification

6.1 Your indemnification obligations. You will defend, indemnify, and hold harmless Amazon, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to (a) your non-compliance with applicable laws; (b) Your Products, including the offer, sale, fulfillment (except Your Products fulfilled using the FBA service), refund, cancellation, return, or adjustments thereof, and any personal injury, death (to the extent the injury or death is not caused by Amazon), or property damage related thereto; (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or, based on specific indications, alleged breach of any representations you have made.

6.2 Amazon's indemnification obligations. Amazon will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third-party Claim arising from or related to: (a) Amazon's non-compliance with applicable laws; or (b) allegations that the operation of an Amazon store infringes or misappropriates that third party's intellectual property rights.

6.3 Process. If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in the proceedings at our expense. No party may consent to the

entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

7. Limitation of Liability

Both parties are only liable for damages suffered as a result of willful misconduct or gross negligence. In case of minor negligence, the parties are only liable for (a) injury to life, body, or health; or (b) foreseeable typically occurring damages resulting from the breach of a fundamental contractual obligation.

8. Insurance

If the gross proceeds from ~~sales of~~ Your ~~products processed through the Fulfilment by Amazon Service~~Transactions exceed the applicable Insurance Threshold during ~~each~~any month~~ over any period of three (3) consecutive months~~, or otherwise if requested by us, then within thirty (30) days thereafter, you will maintain at your expense throughout the remainder of the Term, public third party liability insurance in connection with each Amazon Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with such Amazon Site, including products liability and bodily injury, with policy (ies) naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance evidencing the coverage required by this Section 8 to the following address: ***Amazon Services Europe S.à r.l., 38 avenue John F. Kennedy, L-1855 Luxembourg, Attn: Risk Management***; and with a copy to: ***c/o Amazon, P.O. Box 81226, Seattle, WA 98108- 1226, USA, Attention: Risk Management***.

9. Tax Matters

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent that (i) Amazon automatically calculates, collects, or remits taxes on your behalf according to applicable law; or (ii) Amazon expressly agrees to receive taxes or other transaction-based charges on your behalf in connection with tax calculation services made available by Amazon and used by you. You agree to and will comply with the tax policies listed under the Programme Policies . All fees and payments payable by you to Amazon under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes), and you will be responsible for paying Amazon any of Your Taxes imposed on such fees and any deduction or withholding required on any payment.

You agree to accept electronic invoices from Amazon in a format and method of delivery as determined by us.

10. Self-billing

In the event that we purchase any of Your Products, you agree that Amazon may issue self-billed invoices on your behalf for the period from the date on which you have agreed to allow Amazon to buy Your Products until the date on which this Agreement is terminated by us or you. Self-billed invoices will contain any information that we determine is required to issue a VAT-compliant invoice under the applicable Law. Amazon may retain this information and use it as required by Law. You must notify us immediately if you (i) are aware of any additional information that needs to be provided to the self-billed invoices to comply with the applicable Law, (ii) cease to be registered for VAT, or (iii) change your VAT

registration number. Self-billed invoices will be issued in the currency of the applicable Amazon Site(s). Each self-billed invoice will be considered accepted if you do not reject it within 30 days from the date of issue. You agree to not raise separate sales invoices for the transactions covered by a self-billed invoice.

11. Confidentiality and Personal Data

11.1 During the course of your use of the Services, you may receive Confidential Information. You agree that for the term of the Agreement and 5 years after termination: (a) all Confidential Information will remain Amazon's exclusive property except for customer personal data; (b) you and your affiliates will use Confidential Information only as is strictly necessary for your participation in the Services; (c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party except as required to comply with applicable law; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) you will retain Confidential Information only for so long as its use is strictly necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release related to the Services, or use our 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. You may only use the "Available at Amazon" Badge as defined in and according to the Trademark Usage Guidelines available in Seller Central; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

11.2 Unless specified in a Programme Policy, we act as an independent controller of any customer personal data collected via the Services, to the extent the processing of such customer personal data is required by us to operate, provide, and improve the Services. Unless specified in a Programme Policy, you are independent controllers of the customer personal data (including contact information) that you process to fulfill orders, provide associated services to customers, or comply with applicable law, and you shall only process customer personal data for the specific purposes above.

11.3 Notwithstanding any additional obligations contained in this Agreement, the Amazon Services API Developer Agreement, applicable Acceptable Use Policy, or Data Protection Policy, when processing customer personal data, you must: (a) comply with your obligations under applicable data protection law; (b) keep customer personal data confidential at all time (the above 5 years' term limit does not apply to customer personal data); (c) implement and maintain physical, technical and organizational measures to protect customer personal data against any personal data breach which are commensurate with the nature of personal data; (d) notify us without undue delay after becoming aware of a personal data breach and take appropriate measures to address the personal data breach, including the remediation efforts necessary to rectify and prevent a recurrence of the breach; (e) provide us prompt assistance as we may reasonably request to meet our obligations under applicable data protection law; and (f) be responsible for providing notice to data subjects in respect of the customer personal data (where required under applicable data protection law) and responding to data subject requests in accordance with applicable data protection law.

11.4 For the purpose of this Section 11, "Restricted Transfer" shall mean the transfer of customer personal data from the United Kingdom (UK) to another country or from the European Economic Area (EEA) to another jurisdiction outside of the EEA and such a transfer is not on the basis of an adequacy decision. To the extent that we transfer any customer personal data to you and such transfer constitutes a Restricted Transfer, then you and we acknowledge and agree that such a transfer, with you as the data importer and us as data exporter, will be subject to the EU Standard Contractual Clauses set forth in the Programme Policies and where the processing of the customer personal data is subject to the applicable data protection law in the UK, the UK Addendum set forth in the Programme Policies (both hereby incorporated by reference to this Agreement). You shall not make a Restricted Transfer unless such transfer is subject to a lawful transfer mechanism.

12. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

13. Relationship of Parties

13.1 You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Amazon is not an auctioneer, neither is it an intermediary between the buyer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any Person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions of this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and relying customers or sellers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

13.2 In providing the Services we are subject to certain legal requirements to report information regarding your account to tax or other government authorities. Examples of such information include your identification information, bank account details, and your transaction history. In addition to information shared directly with us, we may also be required to report information you share with other Amazon legal entities, for example APE as provider of the payment processing service in connection with the Selling on Amazon Service. You expressly instruct us to disclose such information to relevant government authorities and to other Amazon legal entities as required by law, including in cases where other Amazon entities are required to collect such information in order to comply with applicable law. You acknowledge that any such transfer of information furthers the business relationship between you and us for the purposes of your use of the Services, and that we may be prevented from providing the Services if we do not, or if we are unable to, share relevant information regarding your account as required by law.

14. Suggestions and Other Information

If you or any of your affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Amazon Site or

Service (including any related Technology), you will, to the extent necessary and authorized by law, irrevocably grant to us, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

15. Modification

We will provide at least 15 days' advance notice in accordance with Section 17 for changes to the Agreement.

However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification in accordance with Section 17.

Your continued use of the Services after the effective date of any change to this Agreement in accordance with this Section 15 will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Services and to end the Agreement as described in Section 3.

16. Password Security

Any password we provide to you may be used only during the Term to access Seller Central (or other tools we provide) to use the Services, electronically accept Your Transactions, and review your completed Transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account or Seller Central in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

17. Miscellaneous

The laws of the Grand Duchy of Luxembourg govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any dispute relating in any way to your use of the Services or this Agreement will be adjudicated in the courts of the district of Luxembourg City, Luxembourg non-exclusively. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Amazon, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction;, or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Amazon as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns.

Amazon retains the right to immediately halt any Transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Programme Policies.

The authentic language of this Agreement and subsidiary or associated documentation is English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation will prevail.

Amazon will provide notice to you under this Agreement by posting changes on Seller Central or on the applicable Amazon Services site to which the changes relate (such as the Marketplace Developer site accessible through your account), and by sending you an email notification or by similar means sent to you individually. You must send all notices and other communications relating to Amazon to our Selling Partner Support team via Seller Central, email, the Contact Us form, or similar means. We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications. You may change your e-mail addresses by updating your information in Seller Central. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate.

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement, together with the APE User Agreement and the APUK User Agreement, represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"**Amazon Associated Properties**" means any website, device, service, feature, or other online point of presence, or any type of media, other than an Amazon Site, through which any Amazon Site, and/or products or services available on any of them, are syndicated, offered, merchandised, advertised or described.

"**Amazon Site**" means, as applicable, the DE Amazon Site, FR Amazon Site, IT Amazon Site, ES Amazon Site, the UK Amazon Site, the NL Amazon Site, the BE Amazon Site, -

the SE Amazon Site and/or the PL Amazon Site.

"**Amazon Site Country**" means the applicable one of the following:

- Germany (if the Amazon Site is the DE Amazon Site),
- France (if the Amazon Site is the FR Amazon Site),
- Italy (if the Amazon Site is the IT Amazon Site),

- Spain (if the Amazon Site is the ES Amazon Site),
- United Kingdom and Channel Islands (if the Amazon Site is the UK Amazon Site),
- The Netherlands (if the Amazon Site is the NL Amazon Site).
- Sweden (if the Amazon Site is the SE Amazon Site).
- Poland (if the Amazon Site is the PL Amazon Site).
- Belgium (if the Amazon Site is the BE Amazon Site).

"**APE User Agreement**" has the meaning set forth in the Selling on Amazon Service Terms.

"**APE**" means Amazon Payments Europe s.c.a.

"**APUK Account Confirmation Notice**" means, if you registered for Selling on Amazon before December 14, 2018 the notice provided to you in Seller Central that Your APUK Selling on Amazon payment account has been opened.

"**APUK User Agreement**" has the meaning set forth in the Selling on Amazon Service Terms.

"**APUK**" means Amazon Payments UK Limited.

"**BE Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.com.be, and any successor or replacement website.

"**Confidential Information**" means information relating to us, to the Services or Amazon customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services, data derived from the Services except for data (other than customer personal data) arising from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

"**Content**" means copyrightable works under applicable Law and content protected by database rights.

"**DE Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.de, and any successor or replacement website.

"**ES Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.es, and any successor or replacement website.

"**Excluded Products**" means, as applicable, the products or items set forth in Seller Central in the Category, Product and Content Restrictions for the DE Amazon Site; the Category, Product and Content Restrictions for the FR Amazon Site; the Category, Product and Content Restrictions for the IT Amazon Site; the Category, Product and Content Restrictions for the ES Amazon Site; the Category, Product and Content Restrictions for the UK Amazon Site; the Category, Product and Content Restrictions for the NL Amazon Site; the Category, Product and Content Restrictions for the BE Amazon Site; Category, Product and Content Restrictions for the SE Amazon Site; and the Category, Product and Content Restrictions for the PL Amazon Site.

"**FR Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.fr, and any successor or replacement website.

"**Insurance Limits**" means the applicable one of the following:

(1) Five Hundred Thousand Euros (€500,000) (if the Amazon Site is the DE Amazon Site, the FR Amazon Site, the IT Amazon Site, the ES Amazon Site, the BE Amazon Site or the NL Amazon Site),

(2) Four Hundred Thousand British Pounds (£400,000) (if the Amazon Site is the UK Amazon Site),

(3) Five Million Swedish Krona (kr 5,000,000) (if the Amazon Site is the SE Amazon Site),

(4) Two Million Two Hundred Fifty Thousand Polish Złoty (PLN 2,250,000) (if the Amazon Site is the PL Amazon Site).

"**Insurance Threshold**" means the applicable one of the following:

(1) Five Thousand Euros (€5,000) (if the Amazon Site is the DE Amazon Site, the FR Amazon Site, the IT Amazon Site, the ES Amazon Site, the BE Amazon Sitor the NL Amazon Site),

(2) Four Thousand British Pounds (£4,000) (if the Amazon Site is the UK Amazon Site),

(3) Fifty Thousand Swedish Krona (kr 50,000) (if the Amazon Site is the SE Amazon Site),

(4) Twenty-Two Thousand Five Hundred Polish Złoty (PLN 22,500) (if the Amazon Site is the PL Amazon Site).

"**Intellectual Property Right**" means any patent, copyright, Trademark, domain name, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"**IT Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.it, and any successor or replacement website.

"**Law**" means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.

"**Local Currency**" means the applicable one of the following:

- Euros (if the Amazon Site is the DE Amazon Site, the FR Amazon Site, the IT Amazon Site, the ES Amazon Site, the BE Amazon Site or the NL Amazon Site),
- British Pounds (if the Amazon Site is the UK Amazon Site),
- Swedish Krona (if the Amazon Site is the SE Amazon Site),
- Polish Złoty (if the Amazon Site is the PL Amazon Site).

"**NL Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.nl, and any successor or replacement website.

"**Order Information**" means, with respect to any of Your Products sold through an Amazon Site, the order information and shipping information that we provide or make available to you.

"**Person**" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

"**PL Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.pl, and any successor or replacement website.

"**Primary Place of Business**" means the principal place of business where services from Amazon are received and which has been provided by you as Business Address in your seller account.

"Programme Policies" means all policies and programme terms provided on the Programme Policies page.

"**Sales Proceeds**" means the gross sales proceeds paid by buyers via the applicable Amazon Site in the course of any of Your Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

"**Fee Base Amount**" means the sum of Offer Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties via the applicable Amazon Site in the course of any of your transactions.

"**Seller Central**" means the online portal and tools made available by Amazon to you, for your use in managing your orders, inventory and presence on a particular Amazon Site or any other online point of presence.

"**Service**" means each of the following services that Amazon makes available on one or more of the Amazon Sites: the Selling on Amazon Service; the Fulfilment by Amazon Service; Sponsored Ads, and any related services we make available.

"**Service Terms**" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for or use the applicable Service and any subsequent modifications we are permitted to make to those terms.

"**SE Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.se, and any successor or replacement website.

"**Technology**" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

"**Trademark**" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under any Laws.

"**UK Amazon Site**" means that website, the primary home page of which is identified by the URL www.amazon.co.uk, and any successor or replacement website.

"**Your Materials**" means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items or information provided or made available by you or your affiliates to Amazon or its affiliates.

"**Your Product**" means any product or service that you: (a) have offered through the Selling on Amazon Service; (b) have fulfilled or otherwise processed through the Fulfilment by Amazon Service; or (c) have made available for advertising by you through the Sponsored Ads Service.

"**Your Sales Channels**" means all sales channels and other means through which you or any of your affiliates offer or sell products, other than physical stores.

"**Your Taxes**" means any and all value added, sales, use, excise, import, export and other taxes and duties assessed, incurred or required to be collected or paid for any reason (i) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services, (ii) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange, or (iii) otherwise in connection with any action, inaction or omission of you or your affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange . Also, as it is used in the Fulfilment by Amazon Service Terms, this defined term also means any of the types of taxes mentioned above that are imposed on or collectible by Amazon or any of its affiliates in connection with or as a result of (a) the storage of inventory, packaging, Your Products and other materials owned by you and stored by Amazon; or (b) the fulfilment, shipping, gift wrapping or other actions by Amazon to Your Products pursuant to the Fulfilment by Amazon Service Terms.

"**Your Trademarks**" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"**Your Transaction**" means any sale of Your Product(s) through an Amazon Site.

Selling on Amazon Service Terms

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to list certain products and services for sale directly via the Amazon Sites. Selling on Amazon is operated by Amazon Services Europe S.à r.l.

These Selling on Amazon Service Terms are part of the Amazon Services Europe Business Solutions Agreement ("**Business Solutions Agreement**"), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. Unless defined in these Selling on Amazon Service Terms (including the Selling on Amazon Definitions), all capitalized terms have the meanings given them

in the Business Solutions Agreement. **THE TERMS OF THE AMAZON PAYMENTS EUROPE – SELLING ON AMAZON USER AGREEMENT ("APE USER AGREEMENT") BETWEEN YOU AND AMAZON PAYMENTS EUROPE S.C.A. WILL GOVERN THE PAYMENT PROCESSING SERVICE PROVIDED TO YOU BY APE IN CONNECTION WITH YOUR TRANSACTIONS THROUGH THE SELLING ON AMAZON SERVICE WHICH YOU REGISTER FOR OR USE IN CONNECTION WITH THE DE AMAZON SITE, THE ES AMAZON SITE, THE FR AMAZON SITE, THE IT AMAZON SITE, THE NL AMAZON SITE, THE SE AMAZON SITE, THE BE AMAZON SITE AND/OR THE PL AMAZON SITE AND, IF YOU REGISTERED FOR SELLING ON AMAZON BEFORE DECEMBER 14, 2018 AND HAVE NOT YET RECEIVED AN APUK ACCOUNT CONFIRMATION NOTICE, THE UK AMAZON SITE. IF YOU REGISTERED FOR SELLING ON AMAZON ON OR AFTER DECEMBER 14, 2018 OR HAVE RECEIVED AN APUK ACCOUNT CONFIRMATION NOTICE, THE TERMS OF THE AMAZON PAYMENTS UK – SELLING ON AMAZON USER AGREEMENT ("APUK USER AGREEMENT") BETWEEN YOU AND AMAZON PAYMENTS UK LIMITED WILL GOVERN THE PAYMENT PROCESSING SERVICE PROVIDED TO YOU BY APUK IN CONNECTION WITH YOUR TRANSACTIONS THROUGH THE SELLING ON AMAZON SERVICE ON THE UK AMAZON SITE. YOU ARE SUBJECT TO THE TERMS OF THE APE USER AGREEMENT AND/OR THE APUK USER AGREEMENT (AS APPLICABLE) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT.**

S-1. Your Product Listings and Orders

S-1.1 Products and Product Information. You will, in accordance with applicable Programme Policies, provide accurate and complete Required Product Information for each product or service that you make available to be listed for sale through any Amazon Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and the offer and subsequent sale of any of the same on any Amazon Site comply with all applicable Laws (including all minimum age, marking and labelling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Programme Policies), defamatory or obscene materials, and do not violate any third party's copyright, trademark, design, database or other rights. You declare that Your Products were not produced, manufactured, assembled, or packaged by forced, prison or child labour. You may not provide any information for, or otherwise seek to list for sale on the Amazon Sites, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on any Amazon Site. For each item you list on any of the Amazon Sites, you will provide to us the state or country from which the item ships.

S-1.2 Product Listings; Merchandising; Order Processing. We will list Your Products for sale on a particular Amazon Site on the applicable Selling on Amazon Launch Date, and conduct merchandising and promote Your Products in accordance with the Business Solutions Agreement (including via the Amazon Associated Properties or any other functions, features, advertising, or programmes on or in connection with the applicable Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and/or your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each of Your Transactions. Sales Proceeds relating to sales made on the DE Amazon Site, the ES Amazon Site, the FR Amazon Site, the IT Amazon Site, the NL Amazon Site, the SE Amazon Site, the BE Amazon Site and/or the PL Amazon Site will be credited to Your APE Selling on Amazon payment account, in accordance with the APE User Agreement. If you registered for Selling on Amazon before December 14, 2018 and have not received an APUK Account Confirmation Notice, Sales Proceeds relating to sales made on the UK Amazon Site will be credited to Your APE Selling on Amazon payment account, in accordance with the APE User Agreement. If you registered for Selling on Amazon on or after December 14, 2018 or have received an APUK Account Confirmation Notice, Sales Proceeds relating to sales made on the UK Amazon Site will

be credited to Your APUK Selling on Amazon payment account, in accordance with the APUK User Agreement.

S-1.3 Shipping and Handling Charges. For those of Your Products sold on or through an Amazon Site that are not fulfilled using Fulfilment by Amazon, you will determine shipping and handling charges, if applicable, via and subject to our standard functionality and categorizations for the Amazon Site and further subject to any shipping and handling charge Programme Policies for such Amazon Site. For those of Your Products that are fulfilled using Fulfilment by Amazon, please refer to the Fulfilment by Amazon Service Terms.

S-2. Sale and Fulfilment, Refunds and Returns

S-2.1 Sale and Fulfilment. Other than as described in the Fulfilment by Amazon Service Terms (if you use the Fulfilment by Amazon Service), for each Amazon Site for which you decide to register or use the Selling on Amazon Service, you will: (a) source, sell, fulfil, ship and deliver Your Products that are not fulfilled using the Fulfilment by Amazon Service, and source and sell Your Products that are fulfilled using Fulfilment by Amazon, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Business Solutions Agreement, and all terms provided by you and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (c) retrieve Order Information at least once each business day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order (which terms and conditions will be in accordance with the Business Solutions Agreement) or as may be required under the Business Solutions Agreement; (e) ship and fulfil Your Products throughout the Amazon Site Country (except to the extent prohibited by Law or the Business Solutions Agreement); (f) provide to Amazon information regarding shipment, fulfilment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products and services made available for listing for sale hereunder; (i) include an order-specific packing slip within each shipment of Your Products, and, if applicable, any tax invoices; (j) identify yourself as the seller of the product on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (k) not send customers emails confirming orders, shipments or fulfilment of Your Products (except that to the extent Your Products qualify for payment at a time other than when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us). For those of Your Products that are fulfilled using Fulfilment by Amazon, if any, the Fulfilment by Amazon Service Terms will apply to the storage, fulfilment and delivery of such Products.

S-2.2 Cancellations, Returns and Refunds. For all of Your Products that are not fulfilled using Fulfilment by Amazon, you will accept and process cancellations, returns, refunds and adjustments in accordance with these Service Terms and the Amazon Refund Policies and Programme Policies for the applicable Amazon Site published at the time of the applicable order and we may inform customers that these policies apply to Your Products. Except as otherwise set forth in the Programme Policies, you will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions. You will route all such payments through APE in respect of sales made on the DE Amazon

Site, the ES Amazon Site, the FR Amazon Site, the IT Amazon Site, the NL Amazon Site, the SE Amazon Site, the BE Amazon Site and/or the PL Amazon Site and, if you registered for Selling on Amazon before December 14, 2018 and have not received an APUK Account Confirmation Notice, the UK Amazon Site. If you registered for Selling on Amazon on or after December 14, 2018 or have received an APUK Account Confirmation Notice, you will route all such payments in respect of sales made on the UK Amazon Site through APUK. For all of Your Products that are fulfilled using Fulfilment by Amazon, the Amazon Refund Policies published at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises.

S-3. Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls. You are responsible for any non-performance, non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which Amazon Payments Europe s.c.a. is responsible under Section 3.1 of the APE User Agreement or for which Amazon Payments UK Limited is responsible under Section 3.1 of the APUK User Agreement; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification. Notwithstanding the previous sentence, for those of Your Products that are fulfilled using Fulfilment by Amazon, if any, the Fulfilment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, as well as any other safety concerns related to, any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products or other products provided in connection with Your Products. If we determine that the performance of your obligations under this Agreement may result in returns, claims, disputes, violations of our terms or policies, or cause any other risks to Amazon or third parties, then we may mitigate them including by determining whether a customer will receive a refund, adjustment or replacement for any of Your Products for as long as we determine any related risks to Amazon or third parties persist.

S-3.2 A-to-z Guarantee.

If we inform you that we have received a claim under the "A-to-z Guarantee" offered on a particular Amazon Site or any other dispute relating to the offer, sale or fulfillment of Your Product(s) (other than a chargeback), concerning one of Your Transactions, you will have 30 days to appeal our decision of the claim. If, after investigation, we find that a claim, chargeback, or dispute is your responsibility, you (i) will not take recourse against the customer, and (ii) are responsible for reimbursing APE or APUK (as applicable) for the amount paid by the customer (including taxes and shipping and handling charges, but excluding any Referral Fees that we retained as defined in Section S-4), and all other fees and expenses associated with the original transaction (such as credit card, bank, payment processing, re-presentment, or penalty fees) and any related chargebacks or refunds to the extent payable by us. You will not be responsible for reimbursing APE or APUK (as applicable) where the customer has not shipped Your Product(s) back to you. However, customers will not be required to ship your Products back to you and you will be responsible for bearing the cost where there are safety or hazardous risk, IP violation, or fraudulent activity related to Your Product(s), or where you have agreed not to require the return of Your Product. Where we find that a claim, chargeback, or dispute is your responsibility and the customer has returned Your Product, you are responsible for reimbursing the return shipping cost. Only A-to-z claims that we determine are your responsibility are taken into consideration to calculate your performance indicators.

S-4. Compensation

You hereby irrevocably authorise APE or APUK to debit Your APE Selling on Amazon payment account and/or Your APUK Selling on Amazon payment account and pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; and (c) the non-refundable Selling on Amazon Subscription Fee to cover the cost of registering your Selling on Amazon seller account and the ongoing costs of maintaining it. The Selling on Amazon Subscription Fee is payable in advance for each month (or for each transaction, if applicable) during the term of this Agreement. **"Selling on Amazon Subscription Fee"** means the fee specified as such on the applicable Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (a) **"Sales Proceeds" has the meaning set out in the Business Solutions Agreement**; (b) **"Variable Closing Fee"** means the applicable fee, if any, as specified on the applicable Amazon Site and (c) **"Fee Base Amount"** has the meaning as described in the Business Solutions Agreement; **(d) "Referral Fee"** means the applicable percentage of the Sales Proceeds or Fee Base Amount (as described herein) from Your Transaction through the applicable Amazon Site specified on the Amazon Site at the time of Your Transaction, based on the categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds and Fee Base Amount will not include any shipping charges set by us in each of the following two cases: (i) in the case of Your Transactions that consist solely of products fulfilled using Fulfilment by Amazon, and (ii) for sellers on the Individual selling plan, in the case of Your Transactions that consist solely of Media Products. Except as provided otherwise, all monetary amounts contemplated in these Service Terms will be expressed in the Local Currency, and all payments contemplated by this Agreement will be charged in the Local Currency.

The Referral Fee will be calculated based on the Fee Base Amount for transactions where,

1. You sell to a buyer other than an Amazon entity; or,

2. The transaction does not include Lightning Deal, Coupon or Voucher, Buy One Get One, Money Off, Percentage Off, Amazon Funded Discount or Subscribe & Save.

For remaining transactions, the Referral Fee will be calculated based on the Sales Proceeds.

All taxes or surcharges imposed on fees payable by you to us or our affiliates will be your responsibility.

S-5. Amazon's Websites and Services.

Amazon has the right to determine, the design, content, functionality, availability and appropriateness of its websites, selection, and any product or listing in the Amazon Stores, and all aspects of each Selling Service, including your use of the same. Amazon may assign any of these rights or delegate any of its responsibilities.

S-6. Tax Matters

In addition to the General Terms, you agree that the price stated by you for Your Products is inclusive of any VAT, customs duty, excise tax or other tax that may be required to be remitted in connection with such sale, unless otherwise provided in any Programme Policy or otherwise agreed by Amazon in advance in writing.

Selling on Amazon Definitions

"**Amazon Refund Policies**" means the return and refund policies published on a particular Amazon Site and applicable to products sold by Amazon EU S.à r.l. via such Amazon Site.

"**Estimated Ship Date**" means, with respect to any of Your Products, either: (a) the end of the shipping availability period (which begins as of the date on which the relevant order is placed by the customer), or the shipping availability date, as applicable, specified by you in the relevant inventory/product data feed for Your Product; or (b) if you do not specify shipping availability information in such inventory/product data feed or that Your Product is in a product category that Amazon designates as requiring shipment within two (2) business days, two (2) business days after the date on which the relevant order is placed by the customer.

"**Media Product**" means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, and/or other media product in any format, including any subscription therefor, sold through an Amazon Site.

"**Purchase Price**" means the total gross amount payable or paid by a buyer for Your Product (including taxes and customs duties).

"**Offer Price**" is the total gross amount of the product provided by the Seller after applying repricing rules such as Sale Price, Business Pricing, Quantity Discounts, if any.

"**Required Product Information**" means, with respect to each of Your Products in connection with a particular Amazon Site, the following (except to the extent expressly not required under the applicable Programme Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and EAN/UPC numbers and other identifying information as Amazon may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Amazon from time to time); (d) categorization within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Amazon image guidelines and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (i) any vendor requirements fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and EAN/UPC numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalogue; (p) the state or country Your Products ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products).

"**Selling on Amazon Launch Date**" means the date on which we first list one of Your Products for sale on a particular Amazon Site.

"**Shipment Information**" means, with respect to any of Your Products, the estimated or promised shipment and/or delivery date.

"**Street Date**" means the date(s), if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which specified information regarding such product (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

"**URL Marks**" means any Trademark, or any other logo, name, phrase, identifier or character string, that contains or incorporates any top level domain (e.g., .com, co.uk, .de, .es, .edu, .fr, .jp) or any variation thereof (e.g., dot com, dotcom, net, or com).

"**Your Transaction**" is defined in the Business Solutions Agreement; however, as used in these Service Terms, it means any and all such transactions through Selling on Amazon only.

Fulfilment by Amazon Service Terms

Fulfilment by Amazon ("**FBA**") provides fulfilment and associated services for Your Products. FBA is operated by Amazon Services Europe S.à r.l.

These FBA Service Terms are part of the Amazon Services Europe Business Solutions Agreement ("**Business Solutions Agreement**"), and, unless specifically provided otherwise, concern and apply only to your participation in FBA. BY REGISTERING FOR OR USING FBA, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE BUSINESS SOLUTIONS AGREEMENT AND THESE FBA SERVICE TERMS. Unless defined in these FBA Service Terms, all capitalized terms are as defined in the Business Solutions Agreement. You expressly agree that Amazon may engage its affiliate(s) or a third party in order to complete one or more of the fulfilment and associated services outlined below.

F.1. Your Products

Once you are accepted into FBA, you must apply to register each product you sell that you wish to include in the FBA programme in connection with a particular Amazon Site. You may not include any product in the FBA programme which is a FBA Excluded Product for any Amazon Site you wish to register your product with. We may refuse registration in FBA of any product in connection with any Amazon Site, including on the basis that it is an FBA Excluded Product or that it violates applicable Programme Policies. You may at any time withdraw registration of any of Your Products from FBA in connection with any Amazon Site.

F.2. Product and Shipping Information

You will, in accordance with applicable Programme Policies, provide accurate and complete information about Your Products registered in FBA, and will provide Fulfilment Requests for any Units fulfilled using FBA that are not sold through the Amazon Site ("**Multi-Channel Fulfilment Units**"). You will promptly update any information about Your Products in accordance with our requirements and as necessary so that the information is at all times accurate and complete.

F.3. Shipping to Amazon

F.3.1. Except as otherwise provided in Section F-5, for each Amazon Site(s) you register Units in connection with, such Units will be delivered to customers in such Amazon Site Countries only. You will ship Units to us in accordance with applicable Programme Policies for the particular Amazon Site Your Products are registered in connection with. You will ensure that: (a) all Units are properly packaged for protection against damage and deterioration during shipment and storage; (b) terms of freight "C.I.P. (Carriage and Insurance Paid) Destination" for domestic Amazon Site Country origin and "D.D.P. (Delivery Duty Paid) Destination" for non-domestic Amazon Site Country origin; and (c) all Units comply with Amazon's labelling and other requirements. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance). You will prepay all such shipping costs and Amazon will not pay any shipping. You are responsible for payment of all customs, duties, taxes and other charges. In the case of any improperly packaged or labelled Unit, we may return the Unit to you at your expense (pursuant to Section F-7) or re-package or re-label the Unit and charge you a corresponding administrative fee.

F.3.2. You will not deliver to us, and we may refuse to accept, any shipment of any Unsuitable Unit.

F-3.3 If you ship Units from outside the EU to fulfilment centres, you will list yourself as the importer/consignee and nominate a customs broker. If Amazon is listed on any import documentation, Amazon reserves the right to refuse to accept the Units covered by the import documents and any costs assessed against or incurred by Amazon will be collected from Your Credit Card or Your Bank Account, APE Selling on Amazon payment account, APUK Selling on Amazon payment account, deducted from amounts payable to you, or by other method at our election.

F.4. Storage

We will provide storage services as described in these FBA Service Terms once we confirm receipt of delivery. We will keep electronic records that track inventory of Units by identifying the number of Units stored in any fulfilment centre. We will not be required to physically mark or segregate Units from other inventory units (e.g., products with the same Amazon standard identification number) owned by us, our affiliates or third parties in the applicable fulfilment centre(s). If we elect to commingle Units with such other inventory units, both parties agree that our records will be sufficient to identify which products are Units. We may move Units among facilities. If there is a loss of or damage to any Units while they are being stored, we will compensate you in accordance with the FBA Guidelines for the applicable Amazon Site). If we compensate you for a Unit, we will be entitled to dispose of the Unit pursuant to Section F-7. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the Units of Your Product(s) specified by you for such shipment; or (c) waive, limit, or reduce any of our rights under this Business Solutions Agreement. We reserve the right to change scheduling restrictions and volume limitations on the delivery and storage of your inventory in the fulfilment centres in accordance with Section 15, and you will comply with any of these restrictions or limitations.

F.5. Fulfilment

As part of our fulfilment services, we will ship Units from the inventory of Your Products in connection with a particular Amazon Site to the shipping addresses in the applicable Amazon Site Country included in valid customer orders, or submitted by you as part of a Fulfilment Request. We may ship Units together with products purchased from us and/or other sellers, including any of our affiliates. We also may ship Units separately that are included in a single Fulfilment Request. If you participate in our export fulfilment services in connection with a particular Amazon Site, we will also ship Your Products that we determine to be eligible (each, a "**Foreign-Eligible Product**") to Foreign Addresses within countries we determine to be eligible for foreign shipments, subject to the additional terms on foreign shipments in the FBA Guidelines for the applicable Amazon Site.

F.6. Customer Returns

F.6.1. You will be responsible for and will accept and process returns of, and provide refunds and adjustments for, any Multi-Channel Fulfilment Units in accordance with this Business Solutions Agreement (including the applicable Programme Policies).

F.6.2. We will receive and process returns of any Amazon Fulfilment Units in accordance with the terms of your Seller Agreement, these FBA Service Terms and the Programme Policies for the applicable Amazon Site. All Sellable Units registered in connection with a particular Amazon Site that are also Amazon Fulfilment Units and that are properly returned will be placed back into the inventory of Your Products in the FBA Programme for such Amazon Site. We may fulfil customer orders for Your Products in connection with a particular Amazon Site with any Amazon Fulfilment Units returned in connection with such Amazon Site. Except as provided in Section F-7, you will retake title of all Units that are returned by customers.

F.6.3. Subject to Section F-7 we will, at your direction, either return or dispose of any Unit that is returned to us by a customer and that we determine is an Unsuitable Unit as provided in Section F-7. Without limitation of our rights under Section F-7.3, we may elect to return or dispose of that Unsuitable Unit.

F.6.4. If Amazon receives a customer return of a Multi-Channel Fulfilment Unit, you will direct us to return or dispose of the Unit at your own cost failing which we may dispose of the Unit as provided in Section F-7.

F.6.5. You will be responsible for all VAT and Intrastat obligations as result of any returns.

F.7. Returns to You and Disposal

F.7.1. Subject to Section F.7.5., you may, at any time, request that Units be returned to you or that we dispose of Units.

F.7.2. We may with notice return any Units (including Unsuitable Units) to you, including upon termination of these Service Terms. Returned Units will be sent to your shipping address designated by you in accordance with the Business Solutions Agreement (including the applicable Programme Policies). However, if (a) the designated address we have for you in connection with a particular Amazon Site is outdated, incorrect or outside the applicable territory, (b) you have not provided or, upon our request, confirmed a designated shipping address, or (c) if we cannot make arrangements for you to pay for the

return shipment, then the Unit(s) will be deemed abandoned and we may elect to dispose of them as appropriate based on the inventory (for example, by selling, recycling, donating, or destroying it) and retain any proceeds we may receive from the disposal.

F.7.3 We may dispose of any Unsuitable Unit (and you will be deemed to have consented to our action): (a) immediately if we determine that (i) the Unit creates a safety, health or liability risk to Amazon, our personnel or any third party; or (ii) you have engaged in fraudulent or illegal activity; or (iii) we have cause to terminate your use of Services with immediate effect pursuant to Section 3 and are exposed to liability towards a third party; or (b) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days (or as otherwise specified in the applicable Programme Policy) after we notify you that its removal is required, for instance because your use of FBA is suspended or terminated or your seller account is suspended, terminated or closed. In addition, you will reimburse us for any damages incurred including any expenses we incur in connection with any Unsuitable Units.

F.7.4. You may, at any time, request that we dispose of Units. In this case, we may dispose of these Units as appropriate based on the inventory (for example, by selling, recycling, donating, or destroying it). Title to each disposed Unit will transfer to us (or a third party we select such as a charity) at no cost, free and clear of any liens, claims, security interests or other encumbrances to the extent required to dispose of the Unit, and we may retain any proceeds we may receive from the disposal.

F.7.5. You will promptly notify us of any recalls or threatened recalls of any of Your Products and cooperate and assist us in connection with any recalls, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your affiliates incur in connection with any recall or threatened recall of any of Your Products (including the costs to return, store, repair, liquidate or deliver to you or any vendor any of these products).

F.8. Customer Service

F.8.1. For Multi-Channel Fulfilment Units we will have no customer service obligations other than to pass any inquiries to your attention at the contact you provide, and to make available a reasonable amount of information regarding the status of the fulfilment of Your Products if you request it and if and to the extent we possess the requested information. You will ensure that all of your policies and messaging to your customers regarding shipping of Your Products and other fulfilment-related matters, reflect our policies and requirements, including with regard to shipping methods, returns and customer service; and, you will conspicuously display on your website(s), in emails or in other media or communications any specific disclosures, messaging, notices, and policies we require.

F.8.2. We will be responsible for all customer service issues relating to packaging, handling and shipment and customer returns, refunds and adjustments related to Amazon Fulfilment Units. We will determine whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfilment Unit and we will require you to reimburse us where we determine you have responsibility in accordance with the Business Solutions Agreement (including these Service Terms and the Programme Policies for the applicable Amazon Site). We will promptly notify you when you are responsible for a customer refund. You may appeal if you disagree with our finding within thirty (30) days after our notification, in addition to your right to request that Units be returned to you under section F.7.1. Except as provided in this Section F-8 regarding any Amazon Fulfilment Units, customer service will be handled as set forth in your Seller Agreement. You will be responsible for VAT related customer service enquiries including but not limited to pricing and VAT, VAT invoices and credit memos.

F.8.3. In situations relating to Amazon Fulfilment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents or contractors, we will, at our option: (a) for any Amazon Fulfilment Unit (i) ship a replacement Unit to the customer and pay you the applicable Replacement Value (as described in the FBA Guidelines for the applicable Amazon Site) for the replacement Unit, or (ii) initiate a refund to the customer on your behalf and pay you the Replacement Value for the Unit; or (b) for any Multi-Channel Fulfilment Unit, pay you the Replacement Value for the Unit (and you will, at our request, provide us a valid tax invoice for the Replacement Value paid to you). Any customer refund will be initiated in accordance with the Selling on Amazon Service Terms. Notwithstanding the Selling on Amazon Service Terms, we will be entitled to charge you for the applicable fees payable to us under the Selling on Amazon Service Terms and these Service Terms, respectively. Except as expressly provided in this Section F-8.3 you will be responsible for all costs associated with any replacement or return.

F.8.4. If we provide a replacement Unit or refund as described in Section F-8.3 to a customer and that customer returns the original Unit to us, we will be entitled to dispose of the Unit pursuant to Section F-7, or, if it is a Sellable Unit, we may, at our option, place such Unit back into your inventory in accordance with Section F-6. If we do put it back into your inventory, you will reimburse us for the Replacement Value of the returned Unit. Any replacement Unit shipped by us under these Service Terms will be deemed to be, and will be treated in the same manner as, an order and sale of such Unit from you to the customer via the applicable Amazon Site in accordance with the Business Solutions Agreement, the APE User Agreement and/or the APUK User Agreement, and your Seller Agreement, and will be subject to all terms and conditions applicable thereto.

F.9. Compensation

F.9.1. Fees. You will pay us the applicable fees set forth in the FBA Fee Schedule for the DE Amazon Site, the FBA Fee Schedule for the FR Amazon Site, the FBA Fee Schedule for the IT Amazon Site, FBA Fee Schedule for the ES Amazon Site, the FBA Fee Schedule for the UK Amazon Site, the FBA Fee Schedule for the NL Amazon Site, the FBA Fee Schedule for the SE Amazon Sites, the FBA Fee Schedule for the BE Amazon Site and the FBA Fee Schedule for the PL Amazon Site. You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at the fulfilment centre and is available for fulfilment by Amazon (or in the case of any Unsuitable Unit, the arrival day (up to midnight)), until the earlier of: (a) the day (up to midnight) we receive a valid customer order for such product or a request from you to return or dispose of the Unit; or (b) the day (up to midnight) we actually ship the Unit to your designated return location or dispose of the Unit. You hereby authorise us to debit Your credit card, Your APE Selling on Amazon payment account and/or Your APUK Selling on Amazon payment account for any amounts due to us under these Service Terms.

F.9.2. Shipping and Gift Wrap. For any Amazon Fulfilment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfil through the FBA Programme. As between you and us, these charges will be your tax inclusive charges to the customer, and we will report them to you. We will charge you (and you will pay us) a fee equal to the amount of such charges to the customer. You acknowledge and agree that you are responsible to account for any applicable VAT on the shipping and gift wrap charges to customer.

F.9.3. Proceeds. We may as appropriate keep part of or all proceeds of any Units that we are entitled to dispose of pursuant to section F.7 above, or to which title transfers, including returned, damaged or abandoned Units. You will have no security interest, lien or other claim to the proceeds that we receive in connection with the sale, fulfilment and/or shipment of these Units.

F.10. Indemnity

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4), including any personal injury, death or property damage; and, if applicable (b) any sales, use, value added, personal property, gross receipts, excise, franchise, business or other taxes or fees, or any customs, duties or similar assessments (including penalties, fines or interest on any of the foregoing) imposed by any government or other taxing authority in connection with the shipment of Foreign-Eligible Products to Foreign Addresses (collectively, **"Foreign Shipment Taxes"**).

F.11. Effect of Termination

Your termination rights are set out in Section 3 of the Business Solutions Agreement. Following any termination of the Business Solutions Agreement or these FBA Service Terms in connection with a particular Amazon Site, we will, as directed by you, return to you or dispose of the Units registered in connection with such Amazon Site as provided in Section F-7. If you fail to direct us to return or dispose of the Units within thirty (30) days (or as otherwise specified in the applicable Programme Policy) after termination, then we may elect to return and/or dispose of the Units in whole or in part, as provided in Section F-7, and you agree to such action. Upon any termination of these FBA Service Terms in connection with a particular Amazon Site, all rights and obligations of the parties under these FBA Service Terms with regard to such Amazon Site will be extinguished, except that the rights and obligations of the parties under Sections F-3, F-7, F-8, F-9, F-10, F-11, and F-12 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

F.12. Tax Matters

You understand and acknowledge that storing Units at the fulfilment centres may create a tax presence for you in the applicable territory in which the Site Fulfilment Centre is located, and you will be solely responsible for any taxes owed, and any tax reporting obligations, as a result of such storage. If any Foreign Shipment Taxes or Your Taxes are assessed against us as a result of performing services for you in connection with the FBA Programme or otherwise pursuant to these FBA Service Terms, you will be responsible for such Foreign Shipment Taxes and Your Taxes and you will indemnify and hold Amazon harmless from such Foreign Shipment Taxes and Your Taxes as provided in Section F-10 of these FBA Service Terms.

F.13. Additional Representation

In addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labeling and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labour or by convict or forced labour; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws (including any Law in the countries where Units are produced or delivered, regarding the operation of

their facilities and their business and labour practices, including working conditions, wages, hours and minimum ages of workers); and (f) that all Foreign-Eligible Products (i) can be lawfully exported from the applicable Amazon Site Country without any licence or other authorization, and (ii) can be lawfully imported into, and comply with all applicable Laws of, any Eligible Country.

FBA Definitions

"**Amazon Fulfilment Units**" means Units fulfilled using FBA that are sold through any of the Amazon Sites.

"**FBA Excluded Product" means**, with respect to any Amazon Site you register Units in connection with, any Unit that is an Excluded Product, or is otherwise prohibited by the applicable Programme Policies.

"**Foreign Address**" means any mailing address that is not within the applicable Amazon Site Country.

"**Fulfilment Request**" means a request that you submit to us (in accordance with the standard methods for submission prescribed by us) to fulfil one or more Multi-Channel Fulfilment Units.

"**Multi-Channel Fulfilment Units**" has the meaning in Section F-2.

"**Sellable Unit**" means a Unit that is not an Unsuitable Unit.

"Seller Agreement" means the Selling on Amazon Service Terms, the Professional Seller Addendum, any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to list and sell certain products and services via a particular Amazon Site.

"**Shipping Information**" means with respect to any purchased Unit(s), the following information: the name of the recipient, the shipping address, the quantity of Units to be shipped, and any other shipping-related information we may reasonably request.

"**Site Fulfilment Centre(s)**" means the fulfilment centre(s) designated or used by Amazon to store and fulfil Units in connection with a particular Amazon Site.

"**Unit**" means a unit of Your Product that you deliver to Amazon in connection with the FBA Programme in connection with a particular Amazon Site.

"**Unsuitable Unit**" means a Unit: (a) that is defective, damaged, unfit for a particular purpose, or lacking required label(s); (b) the labels for which were not properly registered with Amazon before shipment or do not match the product that was registered; (c) that is an FBA Excluded Product or does not comply with the Agreement (including applicable Service Terms and Programme Policies); (d) that Amazon determines is unsellable or unfulfillable; or (e) that Amazon determines is otherwise unsuitable.

Sponsored Ads Service Terms

Sponsored Ads, including Sponsored Products and Sponsored Brands ("Sponsored Ads"), is a Service that allows you to advertise Your Products on Amazon Network Properties. Your use of Sponsored Ads is governed by the Amazon Advertising Agreement. You accept the Amazon Advertising Agreement with the applicable Amazon Contracting Party (as defined in the Amazon Advertising Agreement), which may be updated from time to time by Amazon in accordance with its terms.

The Amazon Advertising Agreement is available at https://advertising.amazon.co.uk/terms.

In the event of any conflict between the General Terms or Programme Policies and the Amazon Advertising Agreement with respect to the Ad Services, the Amazon Advertising Agreement will prevail to the extent of the conflict.

Selling Partner API Terms

API-1 Description of the Selling Partner APIs

The "Selling Partner APIs" enable your systems to interface with certain features or functionality we make available to you. These Selling Partner API Terms concern and apply only to your use of the Selling Partner APIs unless specifically provided otherwise. Under the Selling Partner API Terms, you may authorize parties who (a) develop Applications to support you using the Selling Partner APIs or the API Materials, (b) have registered with us as Developers, and (c) who have agreed to the Marketplace Developer Agreement ("Developers") to access Confidential Information, customer personal data, and Your Materials via the Selling Partner APIs.

Amazon provides these Developers access to Confidential Information and, where necessary, customer personal data, in order to facilitate better Service management and fulfilment by you. This access is granted on a discretionary basis, and on the condition that Developers comply with applicable law as your processors. You shall remain liable under this Agreement and applicable law, for the acts or omissions of such Developers as if such acts or omissions were your own. If you wish to use the Selling Partner APIs directly or develop software or a website that interfaces with the Selling Partner APIs or the API Materials (an "Application"), you must register as a Developer.

We may make available Selling Partner APIs (including the Marketplace Web Services APIs) and software, data, text, audio, video, images, or other content we make available in connection with the Selling Partner APIs, including related documentation, software libraries, and other supporting materials, regardless of format (collectively the "API Materials") that permit your systems to interface with certain features or functionality available to you. You may authorize Developers to access Confidential Information, customer personal data, and/or and Your Materials via the Selling Partner APIs solely for the purpose of supporting your business on Amazon.

Where Confidential Information and/or customer personal data is disclosed to Developers, as an independent controller of such customer personal data, any Developers you disclose customer personal data to shall be your processors under applicable data protection law, and you shall remain liable for the acts or omissions of any Developers you disclose Confidential Information and/or customer personal data to, as if such acts or omissions were your own (whether or not such Confidential Information contains customer personal data). All terms and conditions applicable to the Selling Partner APIs and the API Materials in this Agreement are solely between you and us. API Materials that are public or open source software ("Public Software") may be provided to you under a separate license, in which case, notwithstanding any other provision of this Agreement, that license will govern your use of those API Materials. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any API Materials that are Public Software, all of the non-license provisions of this Agreement will apply.

API-2 License and Related Requirements

API-2.1 Generally.

We grant you a limited, revocable, non-exclusive, non-sublicenseable, nontransferable license during the term of the Agreement to allow Developers to access and use Confidential Information and Your Materials through the Selling Partner APIs and the API Materials solely in support of your use of the Services covered by this Agreement. As between you and us, we or our licensors own all right, title, and interest in and to the Confidential Information, the Selling Partner APIs, the API Materials, any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to the Selling Partner APIs or the API Materials (the "Selling Partner API Specifications"), and our internal data center facilities, servers, networking equipment, and host software systems that are within our or their reasonable control and are used to provide the Selling Partner APIs or the API Materials (the "Amazon Network").

API-2.2 License Restrictions.

Any Developers you authorize to access Confidential Information, customer personal data, and/or Your Materials through the Selling Partner APIs and the API Materials shall (as per API-1 above) be your processors under applicable data protection law to the extent they process any customer personal data.

You agree to grant Developers such access only through APIs documented and communicated by us in accordance with any applicable Selling Partner API Specifications. You may not and may not authorize any other party to do any of the following with the Confidential Information, customer personal data, the Selling Partner APIs and/or the API Materials: (a) reverse engineer, decompile, or disassemble them; (b) modify or create derivative works based upon them in whole or in part; (c) distribute copies of them; (d) remove any proprietary notices or labels on them; (e) use any Public Software in any manner that requires, pursuant to the license applicable to such Public Software, that the Confidential Information, the Selling Partner APIs and the API Materials be disclosed, licensed, distributed, or otherwise made available to anyone; (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them; (g) access or use them in a way intended to avoid incurring any applicable fees or exceeding usage limits or quotas; (h) access or use them for any purpose unrelated to your use of Services; or (i) access or use them for fraudulent or illegal activities or activities that violate our policies or are otherwise harmful to us or any third parties. The limitations regarding data use in Section 11 above apply to any information you disclose or receive by the direct or indirect use of the Selling Partner APIs.

API-2.3 No License for Direct Access.

For the avoidance of doubt, these Selling Partner API Terms do not provide you a license to directly access or use the Selling Partner APIs, or install, copy, use, or distribute API Materials. Direct use of the Selling Partner APIs may only be licensed to Developers.

API-2.4 Account Identifiers and Credentials.

You must use the account IDs and any unique public key/private key pair issued by us to provide access to your data via the Selling Partner APIs ("Account Identifiers and Credentials") in accordance with these Selling Partner API Terms to authorize Developers to access the Selling Partner APIs on your behalf. You may only authorize access to Confidential Information and Your Materials via the Selling Partner APIs in the way that we prescribe. Your Account Identifiers and Credentials are for your personal use only and you must maintain their secrecy and security. You are solely responsible for all activities that occur using your Account Identifiers and Credentials, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors, or agents). You will provide us with notice immediately if you believe an unauthorized third party may be using your Account Identifiers and Credentials or if your Account Identifiers and Credentials are lost or stolen. We are not responsible for unauthorized use of your Account Identifiers and Credentials.

API-2.5 Security of Your Materials and Confidential Information.

You are solely responsible for authorizing others to access the Selling Partner APIs on your behalf and taking your own steps to maintain appropriate security, protection, and backup of the Confidential Information, customer personal data and/or Your Materials processed pursuant to your access to the Selling Partner APIs and the API Materials, including any of the above you have disclosed to Developers in accordance with this Agreement, and as an independent controller of customer personal data.

We are not responsible for any unauthorized access to, alteration of, or deletion, destruction, damage, loss, or failure to store any of Confidential Information, customer personal data, or Your Materials in connection with the Selling Partner APIs (including as a result of your or any third party's errors, acts, or omissions).

If you believe (acting reasonably) that a personal data breach has occurred in relation to any customer personal data (including in the possession of a Developer), you shall immediately notify Amazon of such personal data breach (in sufficient detail) for information purposes, and promptly take any actions (or require a Developer take such actions, if relevant) as applicable to you under applicable data protection law, including notifying relevant supervisory authorities and customers.

API-3 Termination

API-3.1 Termination of Your Access to the Selling Partner APIs and the API Materials.

Without limiting the parties' rights and obligations under this Agreement, the Amazon Marketplace Developer Agreement, or the Amazon Marketplace API License Agreement, we may limit, suspend, or terminate your access to the Selling Partner APIs and the API Materials for convenience with 30 days' notice. We may terminate immediately if (a) we determine that you have materially breached this

Agreement and failed to cure within 7 days of a cure notice; (b) you or your account have been engaged in deceptive, fraudulent, or illegal activity; or (c) your use of the Selling Partner APIs and the API Materials may harm our customers.

Upon any suspension or termination of your access to the Selling Partner APIs and the API Materials, you will immediately cease authorizing others to use the Selling Partner APIs and the API Materials. Upon any termination of your access to the Selling Partner APIs and the API Materials, you will also immediately destroy all API Materials. Upon any suspension or termination of your access to the Selling Partner APIs and the API Materials, we may cause your Account Identifiers and Credentials to cease to be recognized by the Amazon Network for the purposes of the Selling Partner APIs and the API Materials.

API-4 Modifications to the Selling Partner APIs and the API Materials

We may change or discontinue the Selling Partner APIs or the API Materials (including by changing or removing features or functionality of the Selling Partner APIs or the API Materials) from time to time. For any material changes that will negatively affect your business, we will provide notice under Section 17.