Amazon Services Business Solutions Agreement

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General Terms

Welcome to **Amazon Services Business Solutions**, a suite of optional services for Amazon.com.au sellers including: Selling on Amazon, Fulfilment by Amazon, Payment Collection Services, the Selling Partner APIs, and Amazon Advertising.

THIS AMAZON SERVICES BUSINESS SOLUTIONS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN THE AMAZON CONTRACTING PARTY AND YOU (IF YOU ARE REGISTERING FOR OR USING THE SERVICES AS AN INDIVIDUAL) OR THE ENTITY YOU ARE EMPLOYED BY OR REPRESENT (IF YOU ARE REGISTERING FOR OR USING AS A BUSINESS ENTITY).

If you are entering into this Agreement for an entity, you represent to us that you have legal authority to bind that entity. As used in this Agreement, **we, us,** and **Amazon** means the applicable Amazon Contracting Party and any of its Affiliates as the context requires, and **you** means the individual or business referenced above).

BY REGISTERING FOR OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE GENERAL TERMS AND THE SERVICE TERMS. YOU ALSO AGREE TO COMPLY WITH THE PROGRAM POLICIES WHICH ARE INCORPORATED BY REFERENCE AND APPLY TO YOUR USE OF THE SERVICES. TOGETHER THE GENERAL TERMS, SERVICE TERMS AND PROGRAM POLICIES ARE REFERRED TO AS **THIS AGREEMENT**.

Capitalised terms have the meanings given to them in this Agreement. To the extent there is a conflict between these General Terms, the Service Terms and Program Policies, the conflict will be resolved by giving precedence in the order specified in such documents, or if not specified, the following order: the General Terms, the Service Terms, and the Program Policies.

1. Registration

To register for the Services you must create an account by completing the registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law. As part of the registration process, you must provide us with your (or your business') legal name, address, phone number and email address as well as other information we may request. Any personal information you provide to us will be handled in accordance with Amazon's Privacy Notice. You will use only a name you are authorised to use in connection with a Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it remains accurate, complete, and valid at all times. You authorise us (and will provide us documentation evidencing your authorisation upon our request) to verify your information (including any updated information).

2. Service Fee Payments; Receipt of Sales Proceeds

2.1 Fees and Expenses: Fee details are described in the applicable Service Terms and Program Policies. You are responsible for payment of all applicable fees as described in this Agreement and for your expenses in connection with this Agreement.

2.2 Payment Methods: To use a Service, you must provide us with valid credit card information from a credit card or credit cards accepted by Amazon (**Your Credit Card**) as well as valid bank account information for a bank account or bank accounts accepted by Amazon (**Your Bank Account**).

2.3 Authorisations: You authorise us to obtain credit reports about you from time to time, to obtain credit authorisations from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any amounts payable by you to us (in reimbursement or otherwise).

2.4 Payments: All payments to you will be remitted to Your Bank Account. For any amounts you owe to us under this Agreement (in reimbursement or otherwise) we may elect to: (a) withhold, deduct or offset the amount due from or against any payments we may make to you or amounts we may owe you; or (b) collect payment or reimbursement of the amount due by any other lawful means including by: (i) charging Your Credit Card; (ii) direct debiting Your Bank Account; (iii) reversing or recalling prior payments made to you; or (iv) sending a demand for payment to you, in which case you will be required to pay the amounts owing upon receipt.

2.5 Your Account: If we determine that your actions or performance (or that any of Your Products offered on the Site, or Your Transactions) may result in returns, chargebacks, claims, disputes, violations of Law or the Agreement, or other financial risks to Amazon (including any potential liability of Amazon to a third party), we may elect to: (a) establish a reserve on your Account (including by withholding amounts due to you or requiring payments from you) based on our assessment of risks to Amazon or third parties, and modify the amount of the required reserve from time to time by notice to you; or (b) withhold, deduct or offset an amount from or against any payments or amounts we may make to you or owe to you. The relevant amount referenced in (b) above, will be determined by Amazon based on our estimate of the risk, liability or obligation, and Amazon may retain such amount for so long as we determine the

relevant risk persists, or until any related liability or obligation is discharged, whichever is sooner.

2.6 Prohibited activities: If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or that we (or another entity necessary to effect a payment to you) will or are likely to breach a Law if we make a payment to you, then we may, without limiting any other rights we may have, in our sole discretion temporarily or permanently withhold any relevant payments to you.

2.7 Security measures: As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason.

2.8 Currency: Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in Australian dollars, and all payments contemplated by this Agreement will be made in Australian dollars.

3. Term and Termination

The term of this Agreement will start on the date you first complete registration for or use a Service, whichever occurs first, and will continue until terminated by us or you as provided in this Agreement (the **Term**). You may at any time terminate your use of any 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; (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 threshold(s) for deactivation. We will promptly notify you of any such termination or suspension via email or similar means including 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. Termination or suspension of a Service may occur in connection with, or result in termination or suspension of other Services. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will terminate, except that (i) 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 termination, and (ii) Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 15, and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

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 resize 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 (for example, referential use under trademark law, or valid licence from a third party).

5. Representations

Each party represents and warrants that: (a) it is a business, it is duly organised, validly existing and in good standing under the laws of the jurisdiction where the business is registered; (b) it will hold and will maintain all applicable registrations and other authorisations needed to conduct its business and it is not under any restriction that prevents it conducting its business in the manner and for the purposes contemplated under this Agreement; (c) it has all requisite right, power, and authority to enter into this Agreement, perform its obligations, and grant the rights, licences, and authorisations in this Agreement; (d) 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; (e) 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 (for example, 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 (f) it will comply with all applicable Laws in its performance of its obligations and exercise of its rights under this Agreement.

6. Indemnification

6.1 General: You will defend, indemnify and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, and agents (the **Amazon Parties**) 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, fulfilment (except to the extent attributable to the FBA service), (c) Your Materials, or (d) Your conduct including your dealings with customers; (e) any actual or alleged infringement of any Intellectual Property Rights relating to Your Products, Materials or Transactions; (f) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); (g) any personal injury, death, or property damage related to the matters in (a) to (f) above (to the extent

the injury, death or property damage is not caused by Amazon); or (h) Your Taxes and duties or the collection, payment, or failure to pay Your Taxes or duties, or the failure to meet tax registration obligations and duties.

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. Disclaimer and Acknowledgement

7.1 Disclaimer: TO THE MAXIMUM EXTENT PERMITTED BY LAW YOU ACKNOWLEDGE AND AGREE THAT: (1) THE AMAZON SITE AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS"; (2) YOUR USE OF THE AMAZON SITE AND THE SERVICES IS AT YOUR OWN RISK; (3) WE AND OUR AFFILIATES DO NOT MAKE AND DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY LIABILITY, IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE; (4) WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AMAZON SITES AND THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR DEFECT FREE; AND (5) WE WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

7.2 Acknowledgement: NOTHING IN THIS AGREEMENT, IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY RIGHT OR REMEDY YOU HAVE IN STATUTE OR OTHERWISE TO THE EXTENT THAT RIGHT TO REMEDY CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED UNDER LAW. TO THE FULLEST EXTENT PERMITTED BY LAW WE LIMIT OUR LIABILITY UNDER ANY SUCH NON-EXCLUDABLE RIGHT OR REMEDY TO AT OUR OPTION: (i) RESUPPLY OF THE SERVICES; OR (ii) THE COST OF RESUPPLY OF THE SERVICES.

8. Limitation of Liability

8.1 Exclusion: TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 7.2, AMAZON WILL NOT BE LIABLE (INCLUDING IN CONTRACT, TORT (NEGLIGENCE), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR ANY OF THE FOLLOWING ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF AN AMAZON PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES: (a) COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT; (b) LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA; OR (c) PUNITIVE, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES.

8.2 Limitation: TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 7.2, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES WILL NOT EXCEED FOR ALL CLAIMS IN THE AGGREGATE THE TOTAL FEES DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

9. Insurance

If the gross proceeds from Your Transactions exceed the applicable Insurance Threshold during each 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, commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations, and bodily injury, with the policy(ies) naming the Amazon Contracting Party and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to coi@amazon.com.

10. Tax Matters

You will comply with any applicable tax laws and fulfil all obligations to the tax authorities in a timely and complete manner.

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 Amazon expressly agrees to receive taxes or other transaction-based charges in connection with tax calculation services made available by Amazon and used by you. You agree to and will comply with the Tax Policies. Unless otherwise stated, all fees payable by you to Amazon under this Agreement or the applicable Service Terms are exclusive of any applicable taxes, and you will be responsible for paying Amazon any of Your Taxes imposed on such fees. All payments made by you to Amazon under this Agreement will be made free and clear of any deduction or withholding (including but not limited to cross-border withholding taxes), as may be required by law. If any such deduction or withholding is required

on any payment, you will pay such additional amounts as are necessary so that the net amount received by Amazon is equal to the amount then due and payable under this Agreement.

11. Confidentiality and Personal Information

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 information; (b) you and your Affiliates will use and disclose Confidential Information only as is reasonably 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 use or disclose Confidential Information to any other Person except as required to comply with the Law; (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 necessary for participation in the Services or to fulfil your statutory obligations (for example 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. This section does not limit any other obligations you or your Affiliates may have in respect of Amazon Confidential Information (including customer personal information), including any obligations arising under or in relation to any applicable laws or under any other agreement between you or your Affiliates and Amazon. You may not issue any press release or make any public statement 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.

You may only use customer personal information as necessary to fulfil orders and may not use or disclose any such customer personal information (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Notwithstanding any additional obligations in this Agreement or the Amazon Services API Developer Agreement, you must: (a) not use customer personal information in any way inconsistent with applicable Law; (b) keep customer personal information confidential at all times (the above 5 years' term limit does not apply to customer personal information); (c) implement and maintain physical, technical and organisational measures to protect customer personal information against any data breach which are commensurate with the nature of customer personal information; (d) notify us without undue delay after becoming aware of a data breach involving customer personal information and take appropriate measures to address the 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 laws; and (f) be responsible for providing notice to data subjects

in respect of the customer personal information (where required under applicable data protection laws) and responding to data subject requests in accordance with applicable data protection laws.

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 General: Subject to the Payment Collection Service Terms, you and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Subject to Section 13.2, 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 to this Agreement (which may include Amazon Affiliates) 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 in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon and you.

13.2 Affiliates: Without limiting any rights an Amazon Affiliate may have (at Law or otherwise) under or in respect of this Agreement, the Amazon Contracting Party may elect to enforce any rights, recover any remedies or bring any claims under or in respect of this Agreement, including as contemplated in Section 6, as if the relevant rights, and any Claims suffered or claimed, and any remedies sought by the Amazon Affiliate, subsisted in or were suffered by the Amazon Contracting Party.

13.3 Third Parties: 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. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

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 in providing that material to us, to the extent necessary and authorised 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. From time to time we may make suggestions on using the Services. You are solely responsible for any actions you take based on our suggestions.

15. Modification

15.1 We will provide at least 15 days' advance notice in accordance with Section 18.6 for changes to the Agreement.

15.2 However, we may change or modify this 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 new 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 18.6.

15.3 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, as applicable) 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 authorised by you to use your account 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. Export

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organisation, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organisation, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority. You understand that some of the software, technology or related information that You and your employees or contractors may have access to under or in connection with this Agreement may be subject to export control laws and regulations (the **Export Controlled Materials**). You will not, without prior written approval from Amazon, allow any of your employees or contractors to have access to or use of any Export Controlled Materials if such access or use would require an export licence.

18. Miscellaneous

18.1 Governing Law and Jurisdiction: The laws of New South Wales govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to this Agreement will only be adjudicated in the courts of New South Wales. Each party

consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention of Contracts for the International Sale of Goods, and any local laws implementing the Convention of Contracts for the International Sale of Goods, do not apply to this Agreement. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We each waive any right to a jury trial.

18.2 Assignment: You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. 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. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates.

18.3 Waiver: Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to enforce such provision or any other provision of this Agreement subsequently.

18.4 Agency: Because Amazon is not your agent (except for the limited purpose set out in the Payment Collection Services Terms), or the customer’s agent for any purpose, without limiting our rights arising from or relating to any actual or potential negative customer experience or dispute, Amazon will not act as your or a customer’s agent in connection with resolving any disputes related to or arising out of any of Your Transactions.

18.5 Other: Amazon retains the right to immediately halt any of Your Transactions, 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 applicable Program Policies.

18.6 Notices: Except as otherwise provided in this Agreement, we will provide all notices and other communications regarding this Agreement to you by posting changes on Seller Central or on the applicable Amazon Services site to which the changes relate (such as the Developer site accessible through your account), by sending you an email notification, or by similar

means. You may change your email address or nominate additional email addresses for notifications within Seller Central or by any other means then specified by Amazon. You will ensure that all of your information is up to date and accurate at all times. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email. You must send all notices and other communications relating to Amazon to our Merchant Services Team by using the Contact Us form available on Seller Central.

18.7 Entire Agreement: Any terms you include on the Amazon Site, or that you otherwise suggest apply to Products offered by you on the Site or Your Transactions (including if applicable your privacy policy) (together **Your Terms**) must not be inconsistent with this Agreement including the Program Policies and, to the extent of any inconsistency, such terms will be invalid and this Agreement will prevail. Amazon shall not be bound by Your Terms, except as expressly agreed in writing. Notwithstanding anything in Your Terms, you must comply with any Amazon privacy policy or notice. This Agreement (including any Program Policies) represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

18.8 Severability: 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.

18.9 Translations: We may make available translations to this Agreement and the applicable Service Terms and Program Policies, but the English version will control.

Definitions

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

- **Affiliate** means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.
- **Amazon Associated Properties** means any website or other online point of presence, mobile application, service or feature, other than an Amazon Site, through which any Amazon Site, or products or services available on any of them, are syndicated, offered, merchandised, advertised, or described.
- **Amazon Contracting Party** means the party outlined below.

Service	Amazon Contracting Party
Selling on Amazon	Amazon Commercial Services Pty Ltd ACN 616 935 623
Fulfilment by Amazon	Amazon Commercial Services Pty Ltd ACN 616 935 623
Payment Collection Service	Amazon Commercial Services Pty Ltd ACN 616 935 623

Selling Partner APIs	Amazon Commercial Services Pty Ltd ACN 616 935 623
Other Services	As specified in the applicable Service Terms or Program Policies

- **Amazon Site** means, as applicable, the website the primary home page of which is identified by the URL www.amazon.com.au, and any successor or replacement of such 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: (a) any information identifying or unique to specific customers; (b) reports, insights, and other information about the Services; (c) data derived from the Services except for data (other than customer personal information) arising from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and (d) technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal information constitutes Confidential Information at all times.
- **Content** means copyrightable works under applicable Law and content protected by database rights under applicable Law.
- **Excluded Products** means the items described on the applicable Restricted Products pages in Seller Central, in any other applicable Program Policies, or in any other information made available to you by Amazon from time to time.
- **Export Eligible Country** means a country outside of Australia, to which Your Products may be exported, as set out in the applicable Program Policy.
- **Including** means including without limitation.
- **Insurance Limits** means One Million Australian Dollars ($1,000,000).
- **Insurance Threshold** means Ten Thousand Australian Dollars ($10,000).
- **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.
- **Law** means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (for example, on a federal, state, territory or local government level, as applicable) of competent jurisdiction, and all references to applicable Laws include Australian Law.
- **Order Information** means, with respect to any of Your Products ordered through the 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.
- **Program Policies** means all policies and program terms provided on the Program Policies Page.

- **Sales Proceeds** means the gross proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges, and including taxes and customs duties to the extent specified in the applicable Tax Policies.
- **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 the Amazon Site or any other online point of presence, currently located at http://sellercentral.amazon.com.au, and includes any successor or replacement of website.
- **Service** means each of the following services: Selling on Amazon, Fulfilment by Amazon, the Selling Partner APIs, the Payment Collection Services and Amazon Advertising, together in each case with any related services and materials we make available including any programs described in the Program Policies on the Amazon Site.
- **Service Terms** means the service terms applicable to each Service, which form part of this Agreement and apply to you from the date you elect to register for or use the applicable Service, and any subsequent modifications we make to those terms.
- **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 any other source or business identifier, protected or protectable under any Laws.
- **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 Personnel** means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfilment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.
- **Your Product** means any product or service that you: (a) offer 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 through the Ad Services.
- **Your Sales Channels** means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.
- **Your Taxes** means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason: (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) 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 (c) 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. This term also includes any of the types of taxes, duties, levies, or fees mentioned above that are imposed on or collectible by Amazon or any of its Affiliates in connection with or as a result of fulfilment services

including the storage of inventory or packaging of Your Products and other materials owned by you and stored by Amazon, shipping, gift wrapping, or other actions by Amazon in relation 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 the Amazon Site.

Selling on Amazon Service Terms

The Selling on Amazon Service (**Selling on Amazon**) is a Service that allows you to offer certain products and services directly on the Amazon Site.

These Selling on Amazon Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. BY REGISTERING FOR OR USING THE SELLING ON AMAZON SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE SELLING ON AMAZON SERVICE TERMS. **NOTWITHSTANDING THE PREVIOUS SENTENCE, IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT THAT PERMITS YOU TO OFFER YOUR PRODUCTS THROUGH A PARTICULAR AMAZON SITE (FOR EXAMPLE, A MERCHANTS @ AMAZON.COM PROGRAM AGREEMENT, MERCHANTS @ AMAZON.CO.JP PROGRAM AGREEMENT OR ANY PREDECESSOR OF THOSE AGREEMENTS), THEN TO THE EXTENT THAT YOU CONTINUE TO LIST AND SELL YOUR PRODUCTS ON THAT AMAZON SITE PURSUANT TO SUCH SEPARATE AGREEMENT, TRANSACTIONS OF YOUR PRODUCTS ON THAT AMAZON SITE AND ANY TAX SERVICES WE MAKE AVAILABLE UNDER THAT AGREEMENT ARE GOVERNED BY THE TERMS OF THAT AGREEMENT AND NOT BY THESE SELLING ON AMAZON SERVICE TERMS.**

S-1 Your Product Listings and Orders

S-1.1 Products and Product Information: You will provide accurate and complete Required Product Information for each Product that you offer through any Amazon Site and promptly update that 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 your offer and subsequent sale of any of the same on the Amazon Site complies with all applicable Laws (including all minimum age, marking and labelling requirements) and do not contain any sexually explicit content (except to the extent expressly permitted under our applicable Program Policies), or any content which is, or which in our sole and reasonable discretion we consider, defamatory or obscene or in violation of any third party's copyright, trademark, design, database or other rights or our Program Policies. You may not provide any information for, or otherwise seek to offer any Excluded Products on the Amazon Site, or provide any URL Marks for use, or request that any URL Marks be used, on the Amazon Site. If you elect to export any of Your Products, you also represent and warrant to us that such products: (i) can be lawfully exported

from Australia, without any licence or other authorisation; and (ii) can be lawfully imported into, and comply with all applicable Laws of, any Export Eligible Country.

S-1.2 Product Listing; Merchandising; Order Processing: We will enable you to list Your Products on the Amazon Site, and conduct merchandising and promote Your Products in accordance with the Agreement (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your Products through the Amazon Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Selling on Amazon Service Terms.

S-1.3 Shipping and Handling Charges: For Your Products ordered by customers on or through an Amazon Site that are not fulfilled using Fulfilment by Amazon, you will determine the shipping and handling charges subject to our Program Policies and standard functionality (including any category-based shipping and handling charges we specify in a Program Policy). When we determine the shipping and handling charges, you will accept them as payment in full for your shipping and handling. Please refer to the Fulfilment by Amazon Service Terms for Your Products that are fulfilled using Fulfilment by Amazon.

S-1.4 Credit Card Fraud: We will bear the risk of credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorised use of a third party's credit card information) occurring in connection with Your Transactions, except where the credit card fraud arises in connection with Your Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all other risk of fraud or loss.

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 for which you decide to register or use the Selling on Amazon Service, you will: (a) source, offer, sell and fulfil Your Products, and source and, offer and sell your Amazon-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner complying with all applicable packaging and labelling requirements and ship each of Your Products on or before its Expected Ship Date; (c) retrieve Order Information at least once each business day; (d) only cancel Your Transactions as permitted pursuant to your terms and conditions appearing on the Amazon Site at the time of the applicable order and as may be required under this Agreement; (e) fulfil Your Products throughout Australia and Export Eligible Countries (except to the extent prohibited by Law or this Agreement); (f) provide to Amazon information regarding 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) ensure that you are the seller of each of Your Products; (i) include an

order-specific packing slip, and, if applicable, any tax invoices as required by Law, within each shipment of Your Products; (j) identify yourself as the seller of each of Your Products on all packing slips or other information included or provided in connection with Your Products; (k) include warranty documents with Your Products that comply this Agreement, and any applicable Laws; (l) identify yourself as a Person to which a customer may return the applicable product; and (m) except as expressly permitted by this Agreement, not send customers emails confirming orders or fulfilment of Your Products. If any of Your Products are fulfilled using Fulfilment by Amazon, the Fulfilment by Amazon Service Terms for the applicable Amazon Site will apply to the storage, fulfilment, and shipment of such Amazon-Fulfilled Products.

S-2.2 Cancellations, Returns, and Refunds: The Amazon Refund Policies will apply to Your Products. Subject to Section F-6, for any of Your Products fulfilled using Fulfilment by Amazon, you will promptly accept, calculate, and process cancellations, returns, refunds, and adjustments in accordance with this Agreement, applicable Laws and the Amazon Refund Policies, using functionality we enable for your account. Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments for the benefit of customers. We will not be liable to you if we cancel, or permit a customer to withdraw from, a transaction, including because we are unable to complete a transaction because an Amazon Site or Service is unavailable following the commencement of a transaction. You will route any payments to customers in connection with Your Transactions through Amazon and will promptly provide refunds and adjustments that you are obligated to provide as required by Law or this Agreement. We will make any payments to customers relating to cancellations and returns in accordance with this Agreement and in the manner we determine, and you will reimburse us for all amounts we pay and any applicable Refund Administration Fee.

S-3 Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls: While you are responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfilment of Your Products, you will reimburse us for any costs we may incur or refunds we may provide in connection with such delivery errors, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.4; 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 of those of Your Products. You are also responsible for any nonconformity or defect in, or any public or private recall of or safety alert for any of Your Products or other products provided in connection with Your Products, and will reimburse us for any costs we may incur or refunds we may provide in connection with any of Your Products that are nonconforming, defective, unsafe or recalled. You will notify us promptly as soon as you have knowledge of any public or private recalls of, or safety alerts for, Your Products or other products provided in connection with Your Products.

S-3.2 A-to-z Guarantee and Chargebacks: If we inform you that we have received or initiated a claim under the "A-to-z Guarantee" offered on the Amazon Site or any other dispute relating to

the offer, sale or fulfilment 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 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 us 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-5), and all other fees and expenses associated with the original transaction (such as credit card, bank, payment processing, re-presentment, or other fees) and any related chargebacks or refunds to the extent payable by us.

S-4 Compensation

You will pay us: (a) the applicable Referral Fees; (b) any applicable Closing Fee; (c) the Selling on Amazon Subscription Fee, (payable in advance each month); and (d) any other applicable fees and charges described in this Agreement (including any applicable Program Policies). **Selling on Amazon Subscription Fee** means the fee specified as such on the Selling on Amazon Fee Schedule for the Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (i) **Sales Proceeds** has the meaning set out in this Agreement; (ii) **Closing Fees** means the applicable fees, if any, as specified on the Fee Schedule for the Amazon Site; and (iii) **Referral Fee** means the applicable fee based on the Sales Proceeds from Your Transaction through the Amazon Site specified on the Selling on Amazon Fee Schedule for the Amazon Site at the time of Your Transaction, based on the categorisation by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in the case of Your Transactions that consist solely of products fulfilled using Fulfilment by Amazon.

S-5 Remittance of Sales Proceeds & Refunds

Except as otherwise stated in this Agreement, we will remit to you an amount equal to your available balance on a biweekly (14 day) (or at our option, more frequent) basis. For each remittance, your available balance is equal to any Sales Proceeds received by us or our Affiliates in respect of Your Transactions but excluding any amounts previously remitted to you as of the applicable Remittance Calculation Date, less: (a) any applicable fees and charges described in this Agreement (including the Program Policies); and (b) any other amounts we are entitled to withhold, deduct, offset or claim in accordance with the Agreement or applicable Law. If your account is subject to a reserve or withholding requirement, the time period for remittance of sales proceed to you may be longer than 14 days. When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date may be deferred by up to 14 days. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our Affiliate), on the next available Remittance Calculation Date we will refund to you the amount of the Referral Fee paid by you to us attributable to the amount of the customer refund (including refunded taxes and customs duties only to the extent specified in the applicable Tax Policies), less the applicable Refund Administration Fee for each of Your Products. We will remit any amounts to be refunded by us pursuant to this subsection from time to time together with the next remittance to be made by us to you. **Refund Administration Fee** means the applicable fee described on the Fee Schedule for the Amazon Site.

S-6 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.

Selling on Amazon Definitions

- **Amazon-Fulfilled Products** means any of Your Products that are fulfilled using the Fulfilment by Amazon Service.
- **Amazon Refund Policies** means the return and refund policies published on the Amazon Site and applicable to products and services offered via that Amazon Site.
- **Expected 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 or as otherwise set out in our Program Policies.
- **Purchase Price** means the total amount payable or paid for Your Product (including taxes and shipping and handling charges only to the extent specified in the applicable Tax Policies).
- **Remittance Calculation Date** is the date that is two (2) business days prior to the date of remittance.
- **Required Product Information** means, with respect to each of Your Products, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and UPC/EAN/JAN 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 categorisations prescribed by Amazon from time to time); (d) categorisation within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitised 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); (h) any text, disclaimers, warnings, notices, labels, warranties, 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, restocking 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 UPC/EAN/JAN numbers (and other identifying information as we may reasonably request) for accessories related to Your Product that is available in our catalog; (p) the

state or country Your Product ships from; and (q) any other information reasonably requested by us (for example, the condition of used or refurbished products; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

- **Shipment Information** means, with respect to any of Your Products, the estimated or promised shipment and 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 (for example, 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 (for example, .com, .edu, .ca, .fr, .jp) or any variation of a top level domain (for example, dot com, dotcom, net, or com).
- **Your Transaction** is defined in the General Terms of this Agreement; however, as used in these Selling on Amazon 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. These FBA Service Terms are part of the 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 AGREEMENT, INCLUDING THE PROGRAM POLICIES AND THESE FBA SERVICE TERMS. 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 offer that you wish to include in the FBA program. We may refuse registration in FBA of any product, including on the basis that it is an FBA Excluded Product or that it violates applicable Program Policies. You may at any time withdraw registration of any of Your Products from FBA.

F-2 Product and Shipping Information

You will, in accordance with applicable Program 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-3.4 and Section F-5, FBA is limited to Units that are shipped to and from fulfilment centres located in Australia, to be shipped to customers in Australia and Export Eligible Countries. You will ship Units to us in accordance with applicable Program Policies. You will be responsible for all costs incurred to ship the Units to the shipping destination (including costs of freight and transit insurance). 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 elect to treat the Unit as an Unsuitable Unit and return the Unit to you at your expense (pursuant to Section F-7) or repackage or relabel the Unit and charge you a reasonable administrative fee.

F-3.2 You will not deliver to us, and we may reject, any shipment that does not comply with this Agreement or any Unsuitable Unit.

F-3.3 We may, at our option, allow you to ship Units at your expense (as described in Section F-9.2) to fulfilment centres using discounted shipping rates that we may make available to you for certain carriers. In such event, you will use the processes and supply the information that we require for you to obtain such discounted rates. You also must comply with standard operating procedures, weight and size restrictions, and other shipping requirements of the applicable carriers. If we provide you with the estimated shipping costs prior to shipment, you acknowledge and agree that actual shipping costs may vary from such estimates. In addition, we rely on you to provide accurate information to us, and if the weight of the Unit, as determined by the applicable carrier, differs from that submitted by you to us for purposes of determining the estimated shipping costs, then: (a) you may be charged more than the estimated shipping costs if the carrier determines that such Unit weighs more than as submitted by you; or (b) you may be charged the full amount of the estimated shipping costs even if the carrier determines the weight to be less than that submitted by you and we are not required to make adjustments to reimburse you for any difference. Except as expressly permitted by us, you will not use carrier account information (for example, carrier account number, amount of shipping rates, etc.) for any purpose, nor disclose such information to any third party, and you will protect such information as Amazon's confidential information in accordance with Section 11 of the General Terms of this Agreement. As between you, us, and the applicable carrier, you will be the shipper of record, and we will make payment to the carrier with respect to the shipment of all Units using such discounted rates. Title and risk of loss for any Unit shipped using discounted rates provided by us under this Section will remain with you, and our provision of such shipping rates will not create any liability or responsibility for us with respect to any delay, damage, or loss incurred during shipment. You authorise the applicable carrier to provide us with all shipment tracking information.

F-3.4 If you ship Units from outside Australia to fulfilment centres in Australia, 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 Bank 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 (for example, 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 the definitive basis for identifying 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, as your sole remedy, reimburse you in accordance with the FBA Guidelines, and you will, at our request, provide us a valid tax invoice for the amount reimbursed to you. If we reimburse you for a Unit, we will be entitled to dispose of the Unit pursuant to Section F-7. Except as provided in this section, you and not Amazon will be responsible for any loss of, or damage to, any Units. You understand that we are not able to assess each Unit in detail on delivery to our fulfilment centre for loss, damage or completeness and our confirmed receipt of any 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 number of Units of Your Product(s) specified by you for such shipment; or (c) waive, limit, or reduce any of our rights under this Agreement. You understand that our services are subject to operational and capacity constraints of our fulfilment centres, and may be dependent on third parties, and accordingly the available services and capacity may change from time to time. We reserve the right to change the storage and fulfilment services we provide to you at any time in accordance with Section 15. Such changes may, for example, include changes to the types of products eligible for storage, or implementing scheduling restrictions and volume limitations. You will comply with any changes, restrictions or limitations as notified to you, including as communicated in any Program Policies. You or we may elect to have Units returned to you in accordance with Section F-7 in the event of such changes, and you may cease using the services at any time.

F-5 Fulfilment

As part of our fulfilment services, we will ship your Units to eligible shipping addresses in Australia included in valid customer orders, or submitted by you as part of a Fulfilment Request. We may ship Units together with products purchased from other merchants, including any of our Affiliates. We also may ship Units separately that are included in a single Fulfilment Request. If you elect to participate in our export fulfilment services, we will also ship your Units that we determine to be eligible (each, a **Foreign-Eligible Product**) to Foreign Addresses within Export Eligible Countries, subject to the additional terms on foreign shipments in the applicable FBA Guidelines.

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 the Agreement.

F-6.2 We will receive and process returns of any Amazon Fulfilment Units that were shipped to addresses within Australia in accordance with this Agreement. Any Sellable Units that are also

Amazon Fulfilment Units and that are properly returned will be placed back into the inventory of your Units in the FBA program. We may fulfil customer orders for your Units with any returned Amazon Fulfilment Units. 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 to you or dispose of any Unit that is returned to us by a customer and that we determine is an Unsuitable Unit.

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

F-7 Returns to You and Disposal

F-7.1 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 Units to you, in accordance with this Agreement (including upon termination of these FBA Service Terms). Returned Units will be sent to the shipping address designated by you. However, if (a) the designated shipping address we have for you is outdated or incorrect; (b) you have not provided or, upon our request, confirmed a designated shipping address in Australia; or (c) we cannot make reasonable arrangements for you to pay for the return shipment, then the Unit(s) will be deemed abandoned (**Abandoned Units**) and we may elect to dispose of them as appropriate based on the inventory (for example, by selling, recycling, donating, or destroying it) in accordance with this section and relevant laws. We require these rights to ensure that we can continue to effectively provide storage services to Sellers and to enable us to manage our business operations. We may dispose of any Unsuitable Unit or Abandoned Unit (and you will be deemed to have consented to our action): (a) immediately if we determine that the Unit creates a safety, health, or liability risk to Amazon, our personnel, or any third party; or (b) if you fail to direct us to return or dispose of the Unit within thirty (30) days (or as otherwise specified in the applicable Program Policies) after we notify you that (i) its removal is required, for instance because your use of FBA is suspended or terminated or your seller account is suspended, terminated or closed; or (ii) the Unit has been recalled. You acknowledge that you are responsible for ensuring that your contact information is up to date and that thirty (30) days is a fair and reasonable period of time to enable you to direct us to return or dispose of any Unsuitable Unit or Abandoned Unit. In addition, you will reimburse us for the reasonable expenses we incur in connection with the storage, and return or disposal of any Units.

F-7.3 We may dispose of any Unit we are entitled to dispose of (including any Unsuitable 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 to us as necessary for us to dispose of the Unit, however this will not affect any liability you have or any indemnity you provide to us in respect of such Unit. You agree that we may retain any proceeds we may receive from the disposal.

F-7.4 You will promptly notify us of any recalls or potential recalls of or safety alerts for any of Your Products and cooperate and assist us in connection with any such recalls or safety alerts,

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 potential recall or safety alert of any of Your Products (including the costs to return, store, repair, dispose, 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 using the contact details you provide, and to make available a reasonable amount of information regarding the status of the fulfilment of your Units 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 Multi-Channel Fulfilment Units and other fulfilment-related matters, reflect our Program Policies, 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 relating to these matters as are required under the Program Policies.

F-8.2 To ensure that customers have a consistent and positive experience when they purchase products fulfilled by Amazon, 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, and we have the right to make decisions independently of you to enable us to provide such customer service. We will determine whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfilment Unit and may require you to reimburse us where we determine you have responsibility in accordance with the Agreement. This does not limit any rights a customer may have, and any additional obligations you have including at law (under the consumer guarantee provisions of the Australian Consumer Law) or under any express warranty you offer. We will promptly notify you when you are responsible for a customer refund. Within thirty (30) days after our notification, you may request that we return to you any Unsuitable Unit for inspection and you may appeal if you disagree with our finding, in addition to your right to request that the 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 in accordance with your Seller Agreement.

F-8.3 In situations relating to Amazon Fulfilment Units where the wrong item was shipped or the item was damaged or lost or is missing, unless we determine that this 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 reimburse you in accordance with the FBA Guidelines for the replacement Unit, or (ii) process a refund to the customer and reimburse you in accordance with the FBA Guidelines for the Unit; or (b) for any Multi-Channel Fulfilment Unit, reimburse you in accordance with the FBA Guidelines for the Unit (and you will, at our request, provide us a valid tax invoice for the amount reimbursed to you). Any customer refund will be processed in accordance with the Selling on Amazon and the Payment Collection Service Terms. Notwithstanding the Selling on Amazon Service Terms, we will be entitled to retain the applicable fees payable to us under the Selling on Amazon Service Terms and these FBA Service

Terms, respectively, as we still provide relevant services in respect of such items. 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 return the Unit to you or dispose of the Unit pursuant to Section F-7, or, if it is a Sellable Unit, place such Unit back into your inventory in accordance with Section F-6. If we do put a Unit back into your inventory, you will reimburse us for the applicable reimbursement value (as described in the FBA Guidelines) of the returned Unit. Any replacement Unit shipped by us under these FBA 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 Amazon Site in accordance with, and subject to, the Amazon Site Conditions of Use and the terms and conditions of this Agreement.

F-9 Compensation for Fulfilment Services

F-9.1 Handling and Storage Fees. You will pay us the applicable fees described in the applicable Fulfilment by Amazon Fee Schedule. You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at a 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.

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 program. As between you and us, these charges will be your 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. In the case of shipments of Units sold through the Amazon Site that qualify for the "Free Shipping" promotion, the amounts charged to the customer for shipping the Selling on Amazon Units that Amazon fulfils will first be charged to the customer and will next be deducted from the total charges to the customer as your promotion and Amazon will not charge you the fee described above. If you ship Units to us using the shipping rates that we may make available pursuant to Section F-3.3, you will reimburse us for the actual amounts charged to us by the applicable carrier for such shipments. You acknowledge and agree that you are responsible to account for any applicable GST and other taxes and duties 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 or to which title transfers, including returned, damaged, or Abandoned Units, as permitted under this Agreement or at Law. You will have no security interest, lien, or other claim to the proceeds that we receive in connection with the disposal, sale, fulfilment, and/or shipment of these Units.

F-10 Indemnity

In addition to Section 6 of the General Terms of this Agreement, you release the Amazon Parties from, and agree to indemnify, defend, and hold harmless the Amazon Parties against any Claim that arises from 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); 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**), except where the Foreign Shipment Taxes are solely caused by our failure to comply with applicable laws.

F-11 Disclaimer

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE GENERAL TERMS OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER COMMON LAW OR STATUTE OR OTHERWISE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, OR SHIPMENT OF YOUR PRODUCTS BY US OR OUR AFFILIATES OR ANY OF OUR OR THEIR CONTRACTORS OR AGENTS. THIS DOES NOT LIMIT ANY RIGHTS WE MAY HAVE UNDER THIS AGREEMENT OR AT LAW.

F-12 Effect of Termination

Your termination rights are set out in Section 3 of the Agreement. Following any termination of the Agreement or these FBA Service Terms, we will, return to you or dispose of the Units 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 Program Policies) 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, all rights and obligations of the parties under these FBA Service Terms will be extinguished, except that the rights and obligations of the parties with respect to amounts payable to Amazon, and Units received or stored by Amazon as of the date of termination will survive the termination.

F-13 Tax Matters

You understand and acknowledge that storing at and selling Units from fulfilment centres may create tax registration or filing obligations for you in any country, state, province, or other localities in which your Units are stored or sold, and you will be solely responsible for any taxes owed as a result of such storage or sale. 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 program 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 6 of the General Terms and Conditions and Section F-10 of these FBA Service Terms.

F-14 Additional Representation

In addition to your representations and warranties in Section 5 of the General Terms of this 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 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, labelling, 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 of Australia and all other 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 Australia, without any licence or other authorisation; 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 the Amazon Site. For avoidance of doubt, if you have successfully registered for or used both the FBA and Selling on Amazon Services, then the term "Amazon Fulfilment Units" and the defined term "Amazon Fulfilled Products" in the Selling on Amazon Service Terms both refer to the same items.
- **FBA Excluded Product** means any Unit that is an Excluded Product or is otherwise prohibited by the applicable Program Policies.
- **FBA Guidelines** means all program policies relating to Fulfilment by Amazon Services, including those available here.
- **Foreign Address** means any mailing address that is not within a state or territory of Australia.
- **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, and any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to offer products and services via the 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.
- **Unit** means a Unit of Your Product that you deliver to Amazon in connection with the FBA program.
- **Unsuitable Unit** means a Unit: (a) that is defective, damaged, unfit for a particular purpose, or lacking required packaging or 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; (d) that does not comply with law or the Agreement; or (e) that Amazon reasonably determines is unsellable or unsuitable for storage and fulfilment, for example having regard to requirements associated with the storage, handling or fulfilment of the Unit.

Payment Collection Service Terms

BY REGISTERING FOR OR USING ANY SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THESE PAYMENT COLLECTION SERVICE TERMS FOR THAT SERVICE.

P-1 Payment Collection Agency Appointment

You authorise Amazon to: (a) act as your payments collection agent, in accordance with these terms, for the purpose of receiving and processing payments and refunds, making adjustments for Your Transactions, receiving and holding Sales Proceeds on your behalf and remitting Sales Proceeds to Your Bank Account, in connection with the sale of Your Products on the Site; and (b) charge your Credit Card, and pay Amazon and its Affiliates amounts you owe in accordance with this Agreement or other agreements relating to the Site that you may have with Amazon Affiliates. Amazon provides the services described in these Payment Collection Service Terms and the related services described in Sections S-1.4, S-2.2, S-5, and F-8.3 of the Agreement (collectively, the **Payment Collection Services**).

You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. In the event of non-payment to you by Amazon, you agree that you will not have any recourse against buyers, you will not make or attempt any contact with buyers, and your only recourse in the event of non-payment is against Amazon. We will remit funds to you in accordance with this Agreement.

P-2 Remittance

Subject to Section 2 of the General Terms of this Agreement, Amazon will remit funds to you in accordance with Section S-5 of this Agreement and these Payment Collection Service Terms. Amazon's obligation to remit funds collected by it on your behalf is limited to funds that have actually been received by Amazon less amounts owed to Amazon, and is subject to any withholding, deduction chargeback, reversal or claim made under or in relation to this Agreement. Without limiting Amazon's rights to collect any amounts you owe, Amazon's receipt of Sales Proceeds discharges your obligation to pay applicable fees and other amounts under this Agreement to the extent the Sales Proceeds equal or exceed the fees and other amounts you owe and the Sales Proceeds are applied to the payment of those fees and amounts.

P-3 Your Funds

Your Sales Proceeds will be held in an account with Amazon (a **Seller Account**) and will represent an unsecured claim against Amazon (but subject to the terms of Section S-5 of this

Agreement). Your Seller Account is not a deposit and is not insured as a deposit. Prior to disbursing funds to you, Amazon may combine Sales Proceeds held with the funds of other users of the Services, invest them, or use them for other purposes permitted by applicable Laws. You will not receive interest or any other earnings on any Sale Proceeds. To the extent required by applicable Laws, Amazon will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.

P-4 Verification

We may at any time require you to provide any financial, business or personal information we request to verify your identity. We may obtain, and you authorise us to obtain and use from time to time credit reports about you. You agree to update all Seller Account information promptly upon any change.

P-5 Dormant Accounts

Your right to your available balance in your Seller Account ends (notwithstanding that you may have active listings) if you do not have any transactions for 12 months or more. We will owe no further obligation to pay you all or any part of that available balance, on the date that is 12 months after the last transaction conducted on your Seller Account. During that 12 months period, we will make reasonable efforts to ensure payment to you of your available balance to you, subject to and such that the payment is calculated on the terms of Section S-5 of this Agreement.

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 authorise 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 Amazon Services API Developer Agreement (**Developers**) to access Confidential Information and Your Materials via the Selling Partner APIs. Amazon provides these Developers access to Confidential Information (including, where necessary, customer personal information) 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 laws, including in respect of data protection. You remain liable under this Agreement and applicable law for the acts or omissions of such Developers as if such acts and 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 authorise Developers to access your Confidential Information and Your Materials via the Selling Partner APIs solely for the purpose of supporting your business on Amazon. Where Confidential Information (including customer personal information) is disclosed to Developers, you remain liable for the acts or omissions of such Developers as if such acts or omissions were your own. 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, 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: You may authorise Developers to access Your Materials and Confidential Information through the Selling Partner APIs and the API Materials only through APIs documented and communicated by us in accordance with any applicable Selling Partner API Specifications. You may not and may not authorise any other party to do any of the following with the Confidential Information, Selling Partner APIs and 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, 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 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 authorise Developers to access the Selling Partner APIs on your behalf. You may only authorise 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 unauthorised 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 unauthorised use of your Account Identifiers and Credentials.

API-2.5 Security of Your Materials and Confidential Information: You are solely responsible for authorising others to access the Selling Partner APIs on your behalf and taking your own steps to maintain appropriate security, protection, and backup of Confidential Information (including customer personal information) and 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. We are not responsible for any unauthorised access to, alteration of, or deletion, destruction, damage, loss, or failure to store any of the Confidential Information 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 data breach has occurred in relation to any customer personal information in your possession or otherwise under your control (including in the possession of a Developer, or as a result of your or any third party's errors, acts or omissions), you must immediately notify Amazon of such 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 data protection laws, 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 Selling Partner API Developer Agreement, or the Selling Partner API Licence 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 authorising 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 15.

API-5 Disclaimers

IN ADDITION TO THE DISCLAIMERS IN THE GENERAL TERMS OF THIS AGREEMENT, THE FOLLOWING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE Selling Partner APIs AND THE API MATERIALS ARE PROVIDED "AS IS". WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING Selling Partner APIs OR API MATERIALS, INCLUDING ANY WARRANTY THAT: (a) Selling Partner APIs OR API MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS; OR (b) THAT MATERIALS OR DATA YOU ACCESS, USE, STORE, RETRIEVE, OR TRANSMIT IN CONNECTION WITH Selling Partner APIs, INCLUDING YOUR MATERIALs, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (I) THE INABILITY TO USE Selling Partner APIs OR THE API MATERIALS, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR TERMINATION OR SUSPENSION OF YOUR USE OF OR ACCESS TO Selling Partner APIs OR API MATERIALS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO Selling Partner APIs OR API MATERIALS.

Amazon Advertising Service Terms

The Amazon Advertising Agreement applies to your use of the Ad Services (as defined in the Amazon Advertising Agreement).

By registering for or using Ad Services, you accept 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.com.au/terms. In the event of any conflict between the General Terms or Program Policies and the Amazon Advertising Agreement with respect to Ad Services, the Amazon Advertising Agreement will prevail to the extent of the conflict. If the Amazon Advertising Agreement is deemed unlawful, void, or for any reason unenforceable, then the General Terms will govern your access to and use of the Ad Services.