

# Amazon.be – Amazon Prime Terms and Conditions – 18 October, 2022

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## Amazon Prime Terms and Conditions

*Last updated October 18, 2022.*

These Amazon Prime Terms & Conditions are between you and Amazon EU S.à r.l., Amazon Media EU S.à r.l. and Amazon Digital UK Limited and/or their affiliates (“Amazon”, “we”, “us” or “our”) and they govern your and our respective rights and obligations.

Together with the below linked terms and notices (collectively, these “Terms”), they constitute the agreement between you and us related to your Amazon Prime membership on the Amazon.com.be website (“the Amazon Website”). Please read these terms carefully.

- If you use Amazon Photos, the [Amazon Photos Terms of Use](#) apply.
- If you use the Prime Video Service, the [Amazon Prime Video Terms of Use](#) apply.

Please see our [Privacy Notice](#), our [Cookies Notice](#) and our [Internet-Based Ads Notice](#).

### 1. The Service

Amazon Prime is a membership program offering multiple benefits and services to its members as set out in these Terms (collectively “Prime Service”).

Amazon EU S.à r.l. collects the Amazon Prime membership fee and is the seller of record of delivery and other non-digital benefits, Amazon Digital UK Limited is the seller of record of Amazon Prime Video, and Amazon Media EU S.à r.l. is the seller of record of all other digital Prime benefits.

**If you sign up for an Amazon Prime membership directly through us, you expressly request that we start providing you the Prime Service within your 14-day cancellation period.**

### 2. Prime Benefits

#### 2.1. Prime Delivery Benefits and Eligible Purchases

Amazon Prime members can benefit from a range of delivery benefits, including fast shipping at no additional cost or at a discounted price.

Prime-eligible products will be designated as such on the product pages. They are limited to certain products sold by Amazon (or third-party sellers participating in the Amazon Prime programme) on the Amazon Website.

Amazon Prime delivery benefits depend on stock availability, order deadlines, and the delivery address. Products with special delivery characteristics, such as heavy/bulky, oversized or containing hazardous materials, may be excluded from eligibility. Some special product, order- and/or handling fees, and/or taxes may still apply to eligible purchases.

If only some items in your order are Prime-eligible, you will pay the applicable delivery charges for the ineligible items. Changing or combining orders, or changing your shipping address, the delivery speed, or your preferences might affect the Prime eligibility of products

Detailed information on Prime Delivery options and applicable restrictions can be found at the [Amazon Prime Shipping Benefits](#) page.

## 2.2. Other benefits

Your other Prime benefits are described at the [Amazon Prime](#) Help page.

## 3. Membership

### 3.1. Membership fees, models and duration

The current membership fees, the available membership models and duration of the Prime Service are stated at [The Amazon Prime Membership Fee](#) Help page. You will find details about the membership model you are subscribed to, the applicable membership fee and the next due date in [Your Account](#).

The Amazon Prime membership fee is non-refundable except as expressly set forth in these Terms.

### 3.2. Payment

We may store details of the payment method you use to subscribe to the Prime Service and make them available to you for use when you wish to make payment for other products and/or services you wish to purchase on Amazon.

Unless you notify us before the next due date of your membership fee that you want to end your membership at this date, or unless you cancel your membership in your Amazon customer account, we will automatically charge you the then-applicable periodic membership fee using your preferred payment method.

If your preferred payment method becomes invalid during your Prime membership period, or if the charge is refused for any other reason outside our control, you authorize us to use any other payment method we have on file in your Amazon customer account. If all your payment methods on file are declined, you must provide us a new eligible payment method within 30 days or your Prime membership will be cancelled.

### 3.3. Cancellation by you and refunds

You may cancel your membership any time by visiting [Your Account](#) and adjusting your membership settings. You may also contact [customer service](#). If neither you nor anyone authorised by you to use your account has taken advantage of any Prime benefits in the current membership period, we will refund the membership fee relating to this period in full. Otherwise you may be eligible for a partial refund of this membership fee based on benefits usage by you or anyone authorised by you to use your account in your current membership period.

Prime memberships redeemed through a promotional or gift code are not refundable.

### 3.4. 14-day right of withdrawal

If you paid us your membership fee as soon as you signed up for Prime, you may withdraw within 14 days. If you decide to exercise your right of withdrawal and if neither you nor anyone authorised by you to use your account have taken advantage of any Prime benefits in the current membership period, we will refund the membership fee of the current membership period in full. Otherwise, we will issue you a partial refund based on the use of Prime benefits during that time by you or anyone authorized by you to use your account.

To exercise your right of withdrawal within the 14-day period, you can adjust your membership settings in [Your Account](#), contact [customer service](#) or you can use this [cancellation form](#). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### 3.5. Promotions and trial memberships

We may sometimes offer certain customers specific trial memberships or other promotional memberships, which are subject to these Terms, except as otherwise stated in the promotional membership terms. Members who have subscribed to a trial offer or to a promotional offer may choose, at any time, not to convert their trial membership into a paid membership or not to continue their promotional membership as a non-promotional membership, in accordance with these Terms and the promotional membership terms, by adjusting the membership settings in [Your Account](#).

### 3.6. Acceptance of membership

We reserve the right to accept or refuse your membership, to the extent permitted by applicable law.

### 3.7. No transfer or assignment of membership or benefits

You may not transfer or assign your Amazon Prime membership or any Prime benefits, including promotional codes or gift codes for Prime memberships or benefits, to third parties, except as expressly allowed in these Terms.

### 3.8. No resale, rental or shipping to customers

Prime members are not permitted to purchase products for the purpose of resale, rental, or to ship to their customers or potential customers using Prime benefits.

### 3.9. No minors

The Prime Service is only available to end consumers aged 18 years or older.

### 4. Termination

We may terminate your Amazon Prime membership with 14 days' notice for convenience and will issue a prorated refund of your paid Prime membership fee based on the time remaining in your current membership period.

We may terminate your Amazon Prime membership immediately by notice if we consider that (a) your use of the Prime Service materially breaches these Terms or any applicable law or (b) you fraudulently use or misuse the Prime Service. In this case we will not give any refund. We will inform you of the termination of your Amazon Prime membership.

You may terminate your Amazon Prime membership at any time in accordance with Clause 3.3.

### 5. Agreement Changes

We may change these Terms or the Prime Service, or any part of it, including the applicable membership fee, at any time: for legal or regulatory reasons; for security reasons; to enhance existing features or add additional features to the Prime Service; to reflect advancements in technology; to make reasonable technical adjustments to the Prime Service; and to ensure the ongoing operability of the Prime Service.

If we make changes to these Terms or any essential changes to the Prime Service, we will inform you in due form and time and remind you of your rights. You will be able not to accept these changes and you will keep the possibility to cancel your Amazon Prime membership at any time.

Regardless of any changes to these Terms or the Prime Service, any increase in the applicable membership fee will not apply before the end of your current membership period.

If any change is found to be invalid or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

### 6. Our Liability

We are liable for any damage you suffer as a result of gross negligence or willful misconduct by us, including by our directors and legal representatives.

In addition, we are liable for breach of our obligations under these Terms which are essential for the provision of Prime and which you rely on when joining Prime. In this case, we are only liable for losses and damage that were foreseeable to both you and us when you joined the Amazon Prime programme.

All other liability is excluded, but nothing in this paragraph affects your statutory rights as a consumer or limits our liability for damages from injury to life, body or health, for a breach of a guarantee or for fraudulently concealed defects.

The [Conditions of Use and Sale](#) shall also apply.

#### 7. Events Beyond our Reasonable Control

We will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is non foreseeable and beyond our reasonable control.

#### 8. Applicable Law

These conditions are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg (with the exception subject to the exclusion of its conflict of law provisions), and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence. We both agree to submit to the non-exclusive jurisdiction of the courts of the district of Luxembourg City, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Use in Luxembourg or in the EU country in which you live. The European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>. If you would like to bring a matter to our attention, please [contact us](#).

#### 9. Customer Service

If you have any questions regarding your membership to the Prime programme, you can contact the Amazon [Customer Service](#).

#### 10. Our Details

##### For Amazon EU S.à.r.l.:

Amazon EU S.à r.l., société à responsabilité limitée  
38 avenue John F. Kennedy  
L-1855 Luxembourg  
Share capital: 125,100€  
Registered in Luxembourg:  
RCS Luxembourg: B 101818  
Business License Number: 134248  
Luxembourg VAT Registration Number: LU 20260743

##### **Local Registered Branch:**

Amazon EU S.A.R.L., succursale belge,  
Avenue des Arts 27, Bruxelles, 1040, Belgique  
Registered in Belgium  
RPM Bruxelles 0879.287.578  
Numéro de TVA BE : BE0879287578  
IBAN BE58 6858 7170 1379 BIC BOFABE3X

##### For Amazon Media EU S.à.r.l.:

Amazon EU Société à responsabilité limitée  
38 Avenue John F. Kennedy  
L-1855 Luxembourg, Luxembourg

Share Capital: 12.500 €  
Registered in Luxemburg  
RCS Luxembourg nr.: B 101818  
Business License Number: 134248  
BTW-nummer Luxemburg: LU 20260743  
For Amazon Digital UK Limited:

Amazon Digital Limited  
1 Principal Place, Worship Street,  
London EC2A 2FA, United Kingdom  
Registered in England and Wales  
Registered number: 06528297  
VAT number: 882596668