Conditions of Use

Last updated: May 3, 2021

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Please read these conditions carefully.

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PRIVACY

Please review our <u>Privacy Notice</u>, which also governs your use of Amazon Services, to understand our practices.

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When you use Amazon Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Amazon Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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YOUR ACCOUNT

You may need your own Amazon account to use certain Amazon Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. Visit Your Payments to manage your payment options. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Amazon does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Amazon Services only with involvement of a parent or guardian. Parents and guardians may create profiles for teenagers in their Amazon Household. Alcohol listings on Amazon are intended for adults. You must be at least 21 years of age to purchase alcohol, or use any site functionality related to alcohol. Amazon reserves the right to refuse service, terminate accounts, terminate your rights to use Amazon Services, remove or edit content, or cancel orders in its sole discretion.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic

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INTELLECTUAL PROPERTY COMPLAINTS

Amazon respects the intellectual property of others. If you believe that your intellectual property rights are being infringed, please follow our <u>Notice and Procedure for Making Claims of Copyright Infringement</u>

RISK OF LOSS

All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

RETURNS, REFUNDS AND TITLE

Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Amazon does not take title to the refunded item. For more information about our returns and refunds, please see our Returns Center.

PRODUCT DESCRIPTIONS

Amazon attempts to be as accurate as possible. However, Amazon does not warrant that product descriptions or other content of any Amazon Service is accurate, complete, reliable, current, or error-free. If a product offered by Amazon itself is not as described, your sole remedy is to return it in unused condition.

PRICING

"List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. We regularly check List Prices against prices recently found on Amazon and other retailers. Certain products may have a "Was Price" displayed, which is determined using recent price history of the product on Amazon.

With respect to items sold by Amazon, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Amazon is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Other merchants may follow different policies in the event of a mispriced item.

We generally do not charge your credit card until after your order has entered the shipping process or, for digital products, until we make the digital product available to you.

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You may not use any Amazon Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using Amazon Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including Amazon Software), technology, and services.

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INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

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Any dispute or claim relating in any way to your use of any Amazon Service will be adjudicated in the state or Federal courts in King County, Washington, and you consent to exclusive jurisdiction and venue in these courts. We each waive any right to a jury trial.

APPLICABLE LAW

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Please review our other policies, such as our <u>pricing policy</u>, posted on this site. These policies also govern your use of Amazon Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

Amazon.com, Inc. P.O. Box 81226 Seattle, WA 98108-1226 https://www.amazon.com

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- 1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use the Amazon Services as provided by Amazon, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Amazon Software in whole or in part. All software used in any Amazon Service is the property of Amazon or its software suppliers and is protected by United States and international copyright laws.
- 2. **Use of Third Party Services.** When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
- 3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

- 4. **Updates.** We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.
- 5. **Government End Users.** If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under these Conditions of Use.
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Amazon.com, Inc.
Corporation Service Company
300 Deschutes Way SW, Suite 208 MC-CSC1
Tumwater, WA 98501
Attn: Legal Department - Legal Process

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information; the name, e-mail, and physical address of a seller for seller information; device serial number for Amazon devices; and IP address and complete time stamps.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your intellectual property rights have been infringed, please submit your complaint using our online <u>form</u>. This form may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims.

We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

We offer the following alternative to our online form for copyright complaints only. You may submit written claims of copyright infringement to our Copyright Agent at:

Copyright Agent Swap.com Legal Department Tirane, Albania

e-mail: projectrailway@gmail.com

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Swap.com Privacy Notice

Last updated: February 12, 2021. To see prior version, click here.

We know that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Privacy Notice describes how Amazon.com and its affiliates (collectively "Amazon") collect and process your personal information through Amazon websites, devices, products, services, online and physical stores, and applications that reference this Privacy Notice (together "Amazon Services"). By using Amazon Services, you are consenting to the practices described in this Privacy Notice.

- What Personal Information About Customers Does Amazon Collect?
- For What Purposes Does Amazon Use Your Personal Information?
- What About Cookies and Other Identifiers?
- Does Amazon Share Your Personal Information?
- How Secure Is Information About Me?
- What About Advertising?
- What Information Can I Access?
- What Choices Do I Have?
- Are Children Allowed to Use Amazon Services?
- EU-US and Swiss-US Privacy Shield
- California Consumer Privacy Act
- Conditions of Use, Notices, and Revisions
- Related Practices and Information
- Examples of Information Collected

What Personal Information About Customers Does Amazon Collect?

We collect your personal information in order to provide and continually improve our products and services.

Here are the types of personal information we collect:

- Information You Give Us: We receive and store any information you provide in relation to Amazon Services. Click <u>here</u> to see examples of what we collect. You can choose not to provide certain information, but then you might not be able to take advantage of many of our Amazon Services.
- Automatic Information: We automatically collect and store certain types of information about your use of Amazon Services, including information about your interaction with content and services available through Amazon Services. Like many websites, we use "cookies" and other unique identifiers, and we obtain certain types of information when your web browser or device accesses Amazon Services and other content served by or on behalf of Amazon on other websites. Click here to see examples of what we collect.
- Information from Other Sources: We might receive information about you from other sources, such as updated delivery and address information from our carriers, which we use to correct our records and deliver your next purchase more easily. Click here to see additional examples of the information we receive.

For What Purposes Does Amazon Use Your Personal Information?

We use your personal information to operate, provide, develop, and improve the products and services that we offer our customers. These purposes include:

- Purchase and delivery of products and services. We use your personal information to take and handle orders, deliver products and services, process payments, and communicate with you about orders, products and services, and promotional offers.
- **Provide, troubleshoot, and improve Amazon Services.** We use your personal information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of the Amazon Services.
- **Recommendations and personalization.** We use your personal information to recommend features, products, and services that might be of interest to you, identify your preferences, and personalize your experience with Amazon Services.
- Provide voice, image and camera services. When you use our voice, image and camera services, we use your voice input, images, videos, and other personal information to respond to your requests, provide the requested service to you, and improve our services. For more information about Alexa voice services, click here.
- **Comply with legal obligations.** In certain cases, we collect and use your personal information to comply with laws. For instance, we collect from sellers information regarding place of establishment and bank account information for identity verification and other purposes.
- **Communicate with you.** We use your personal information to communicate with you in relation to Amazon Services via different channels (e.g., by phone, email, chat).
- Advertising. We use your personal information to display interest-based ads for features, products, and services that might be of interest to you. We do not use information that personally identifies you to display interest-based ads. To learn more, please read our Interest-Based Ads notice.
- Fraud Prevention and Credit Risks. We use personal information to prevent and detect fraud and abuse in order to protect the security of our customers, Amazon, and others. We may also use scoring methods to assess and manage credit risks.

What About Cookies and Other Identifiers?

To enable our systems to recognize your browser or device and to provide and improve Amazon Services, we use cookies and other identifiers. For more information about cookies and how we use them, please read our Cookies Notice.

Does Amazon Share Your Personal Information?

Information about our customers is an important part of our business, and we are not in the business of selling our customers' personal information to others. We share customers' personal information only as described below and with subsidiaries Amazon.com, Inc. controls that either are subject to this Privacy Notice or follow practices at least as protective as those described in this Privacy Notice.

- Transactions involving Third Parties: We make available to you services, products, applications, or skills provided by third parties for use on or through Amazon Services. For example, you can order products from third parties through our stores, download applications from third-party application providers from our App Store, and enable third-party skills through our Alexa services. We also offer services or sell product lines jointly with third-party businesses, such as co-branded credit cards. You can tell when a third party is involved in your transactions, and we share customers' personal information related to those transactions with that third party.
- Third-Party Service Providers: We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders for products or services, delivering packages, sending postal mail and email, removing repetitive information from customer lists, analyzing data, providing marketing assistance, providing search results and links (including

paid listings and links), processing payments, transmitting content, scoring, assessing and managing credit risk, and providing customer service. These third-party service providers have access to personal information needed to perform their functions, but may not use it for other purposes.

- Business Transfers: As we continue to develop our business, we might sell or buy other
 businesses or services. In such transactions, customer information generally is one of the
 transferred business assets but remains subject to the promises made in any pre-existing
 Privacy Notice (unless, of course, the customer consents otherwise). Also, in the unlikely event
 that Amazon.com, Inc. or substantially all of its assets are acquired, customer information will of
 course be one of the transferred assets.
- Protection of Amazon and Others: We release account and other personal information when
 we believe release is appropriate to comply with the law; enforce or apply our <u>Conditions of
 Use</u> and other agreements; or protect the rights, property, or safety of Amazon, our users, or
 others. This includes exchanging information with other companies and organizations for fraud
 protection and credit risk reduction.

Other than as set out above, you will receive notice when personal information about you might be shared with third parties, and you will have an opportunity to choose not to share the information.

How Secure Is Information About Me?

We design our systems with your security and privacy in mind.

- We work to protect the security of your personal information during transmission by using encryption protocols and software.
- We follow the Payment Card Industry Data Security Standard (PCI DSS) when handling credit card data.
- We maintain physical, electronic, and procedural safeguards in connection with the collection, storage, and disclosure of customer personal information. Our security procedures mean that we may ask to verify your identity before we disclose personal information to you.
- Our devices offer security features to protect them against unauthorized access and loss of data. You can control these features and configure them based on your needs. Click here for more information on how to manage the security settings of your device.
- It is important for you to protect against unauthorized access to your password and to your computers, devices, and applications. We recommend using a unique password for your Amazon account that is not used for other online accounts. Be sure to sign off when finished using a shared computer. Click here for more information on how to sign off.

What About Advertising?

- Third-Party Advertisers and Links to Other Websites: Amazon Services may include third-party advertising and links to other websites and apps. Third-party advertising partners may collect information about you when you interact with their content, advertising, and services. For more information about third-party advertising at Amazon, including interest-based ads, please read our Interest-Based Ads notice. To adjust your advertising preferences, please go to the Advertising Preferences page.
- Use of Third-Party Advertising Services: We provide ad companies with information that allows them to serve you with more useful and relevant Amazon ads and to measure their effectiveness. We never share your name or other information that directly identifies you when we do this. Instead, we use an advertising identifier like a cookie or other device identifier. For example, if you have already downloaded one of our apps, we will share your advertising identifier and data about that event so that you will not be served an ad to download the app again. Some ad companies also use this information to serve you relevant ads from other advertisers. You can learn more about how to opt-out of interest-based advertising by going to the Advertising Preferences page.

What Information Can I Access?

You can access your information, including your name, address, payment options, profile information, Prime membership, household settings, and purchase history in the "Your Account" section of the website. Click here for a list of examples that you can access.

What Choices Do I Have?

If you have any questions as to how we collect and use your personal information, please contact our <u>Customer Service</u>. Many of our Amazon Services also include settings that provide you with options as to how your information is being used.

- As described above, you can choose not to provide certain information, but then you might not be able to take advantage of many of the Amazon Services.
- You can add or update certain information on pages such as those referenced in <u>What Information Can I Access?</u>. When you update information, we usually keep a copy of the prior version for our records.
- If you do not want to receive email or other communications from us, please adjust your <u>Customer Communication Preferences</u>. If you don't want to receive in-app notifications from us, please adjust your notification settings in the app or device.
- If you do not want to see interest-based ads, please adjust your <u>Advertising Preferences</u>.
- The Help feature on most browsers and devices will tell you how to prevent your browser or device from accepting new cookies or other identifiers, how to have the browser notify you when you receive a new cookie, or how to block cookies altogether. Because cookies and identifiers allow you to take advantage of some essential features of Amazon Services, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your Shopping Cart, proceed to Checkout, or use any Services that require you to Sign in. For more information about cookies and other identifiers, see our Cookies Notice.
- If you want to browse our websites without linking the browsing history to your account, you may do so by logging out of your account here and blocking cookies on your browser.
- You can manage the recommendations you receive in our store <u>here</u>, remove recommendations
 you don't want to see <u>here</u> by selecting View All and Manage then selecting the Remove Items
 toggle that appears at the top of the page, and edit your browsing history <u>here</u>.
- You will also be able to opt out of certain other types of data usage by updating your settings on the applicable Amazon website (e.g., in "Manage Your Content and Devices"), device, or application. For more information click here. Most non-Amazon devices also provide users with the ability to change device permissions (e.g., disable/access location services, contacts). For most devices, these controls are located in the device's settings menu. If you have questions about how to change your device permissions on devices manufactured by third parties, we recommend you contact your mobile service carrier or your device manufacturer.
- If you are a seller, you can add or update certain information in <u>Seller Central</u>, update your account information by accessing your <u>Seller Account Information</u>, and adjust your email or other communications you receive from us by updating your <u>Notification Preferences</u>.
- If you are an author, you can add or update the information you have provided in the <u>Author Portal</u> and <u>Author Central</u> by accessing your accounts in the Author Portal and Author Central, respectively.

In addition, to the extent required by applicable law, you may have the right to request access to or delete your personal information. If you wish to do any of these things, please contact Customer Service. Depending on your data choices, certain services may be limited or unavailable.

Are Children Allowed to Use Amazon Services?

Amazon does not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18, you may use Amazon Services only with the involvement of a parent or guardian. We do not knowingly collect personal information from children under the age of 13 without the consent of the child's parent or guardian. For more information, please see our Children's Privacy Disclosure.

EU-US and Swiss-US Privacy Shield

Amazon.com, Inc. participates in the EU-US and Swiss-US Privacy Shield frameworks. Click <u>here</u> to learn more.

California Consumer Privacy Act

Click here to read additional disclosures required under the California Consumer Privacy Act.

Conditions of Use, Notices, and Revisions

If you choose to use Amazon Services, your use and any dispute over privacy is subject to this Notice and our Conditions of Use, including limitations on damages, resolution of disputes, and application of the law of the state of Washington. If you have any concern about privacy at Amazon, please contact us with a thorough description, and we will try to resolve it. Our business changes constantly, and our Privacy Notice will change also. You should check our websites frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Related Practices and Information

- Conditions of Use
- Seller Program Policies
- Help Department
- Most Recent Purchases
- Your Profile and Community Guidelines

Examples of Information Collected

Information You Give Us When You Use Amazon Services

You provide information to us when you:

- search or shop for products or services in our stores;
- add or remove an item from your cart, or place an order through or use Amazon Services;
- download, stream, view, or use content on a device or through a service or application on a device:
- provide information in <u>Your Account</u> (and you might have more than one if you have used more than one email address or mobile number when shopping with us) or <u>Your Profile</u>;
- talk to or otherwise interact with our Alexa Voice service;
- upload your contacts;
- configure your settings on, provide data access permissions for, or interact with an Amazon device or service;
- provide information in your <u>Seller Account</u>, <u>Kindle Direct</u>
 <u>Publishing</u> account, <u>Developer</u> account, or any other account we make available that allows you to develop or offer software, goods, or services to Amazon customers;
- offer your products or services on or through Amazon Services;

- communicate with us by phone, email, or otherwise;
- complete a questionnaire, a support ticket, or a contest entry form;
- upload or stream images, videos or other files to Prime Photos, Amazon Drive, or other Amazon Services;
- use our services such as Prime Video:
- compile Playlists, Watchlists, Wish Lists or other gift registries;
- participate in Discussion Boards or other community features;
- provide and rate Reviews;
- specify a Special Occasion Reminder; or
- employ Product Availability Alerts, such as Available to Order Notifications.

As a result of those actions, you might supply us with such information as:

- identifying information such as your name, address, and phone numbers;
- payment information;
- your age;
- your location information;
- your IP address;
- people, addresses and phone numbers listed in your Addresses;
- email addresses of your friends and other people;
- content of reviews and emails to us;
- personal description and photograph in Your Profile;
- voice recordings when you speak to Alexa;
- images and videos collected or stored in connection with Amazon Services;
- information and documents regarding identity, including Social Security and driver's license numbers:
- corporate and financial information;
- · credit history information; and
- device log files and configurations, including Wi-Fi credentials, if you choose to automatically synchronize them with your other Amazon devices.

Automatic Information

Examples of the information we collect and analyze include:

- the internet protocol (IP) address used to connect your computer to the internet;
- login, email address, and password;
- the location of your device or computer;
- content interaction information, such as content downloads, streams, and playback details, including duration and number of simultaneous streams and downloads, and network details for streaming and download quality, including information about your internet service provider;
- device metrics such as when a device is in use, application usage, connectivity data, and any errors or event failures;
- Amazon Services metrics (e.g., the occurrences of technical errors, your interactions with service features and content, your settings preferences and backup information, location of your device running an application, information about uploaded images and files such as the file name, dates, times and location of your images);
- version and time zone settings;
- purchase and content use history, which we sometimes aggregate with similar information from other customers to create features like Top Sellers;
- the full Uniform Resource Locator (URL) clickstream to, through, and from our websites, including date and time; products and content you viewed or searched for; page response times, download errors, length of visits to certain pages, and page interaction information (such as scrolling, clicks, and mouse-overs);
- phone numbers used to call our customer service number; and

• images or videos when you shop in our stores, or stores using Amazon Services. We may also use device identifiers, cookies, and other technologies on devices, applications, and our web pages to collect browsing, usage, or other technical information.

Information from Other Sources

Examples of information we receive from other sources include:

- updated delivery and address information from our carriers or other third parties, which we use to correct our records and deliver your next purchase or communication more easily;
- account information, purchase or redemption information, and page-view information from some merchants with which we operate co-branded businesses or for which we provide technical, fulfillment, advertising, or other services;
- information about your interactions with products and services offered by our subsidiaries;
- search results and links, including paid listings (such as Sponsored Links);
- information about internet-connected devices and services linked with Alexa; and
- credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

Information You Can Access

Examples of information you can access through Amazon Services include:

- status of recent orders (including subscriptions);
- your complete order history;
- personally identifiable information (including name, email, password, and address book);
- payment settings (including payment card information, promotional certificate and gift card balances, and 1-Click settings);
- email notification settings (including Product Availability Alerts, Delivers, Special Occasion Reminders and newsletters);
- recommendations and the products you recently viewed that are the basis for recommendations (including Recommended for You and Improve Your Recommendations);
- shopping lists and gift registries (including Wish Lists and Baby and Wedding Registries);
- your content, devices, services, and related settings, and communications and personalized advertising preferences;
- · content that you recently viewed;
- voice recordings associated with your account;
- Your Profile (including your product Reviews, Recommendations, Reminders and personal profile);
- If you are a seller, you can access your account and other information, and adjust your communications preferences, by updating your account in Seller Central.
- If you are an author, you can access your account and other information, and update your accounts, on the Kindle Direct Publishing (KDP) or Author Central website, as applicable.
- If you are a developer participating in our Developer Services Program, you can access your account and other information, and adjust your communications preferences, by updating your accounts in the Developer Services Portal.