

Pay with Amazon Seller Agreement

General Terms

Welcome to **Pay with Amazon**, a service that allows you to collect payments made online in respect of sale of Your Products, as further described in this Agreement (the "**Service(s)**").

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("**YOU**") AND AMAZON ONLINE DISTRIBUTION SERVICES PRIVATE LIMITED. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, WHICH INCLUDES THE PAY WITH AMAZON SERVICE TERMS AND PROGRAMME POLICIES FOR THE SERVICE YOU REGISTER FOR OR USE IN CONNECTION WITH YOUR SITE.

As used in this Agreement, "**we**," "**our**", "**us**," and "**Amazon**" means Amazon Online Distribution Services Private Limited. Capitalized terms have the meanings listed in the Definitions below. If there is any conflict between the Programme Policies and these General Terms or the Service Terms, the Programme Policies will govern. If there is any conflict between these General Terms and the Service Terms, the Service Terms will govern.

1. Enrolment

Unless you have already registered on the Seller Central, you must complete the registration process to use the Services under this Agreement. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law. As part of registration, you must provide us with your (or your business's) legal name, address, phone number, e- mail address, copy of PAN card and VAT details.

2. Service Fee Payments

Fee details are described in the Pay with Amazon Service Terms. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the Pay with Amazon Service Terms provide otherwise. To use the Services, we may require you to submit valid credit card information from a credit card acceptable by Amazon ("**Your Credit Card**"), as well as valid bank account information for a bank account in your name that is held with a bank located within India ("**Your Bank Account**"). You will use only a name you are authorized to use in connection with the Services and will update such information as necessary to ensure that it remains accurate and complete at all times. You authorize us to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations

from the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us including taxes. All payments to you will be made to Your Bank Account, via cheque or electronic transfers, or through any other means specified by us. You agree that Amazon will not be liable for any failure to make payments to you as a result of incomplete or inaccurate information provided by you with respect to Your Bank Account or any other relevant account information.

In addition to our right to charge payable sums to Your Credit Card, we may instead choose to either (a) offset any amounts including tax that are payable by you to us against any payments we may make to you, (b) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt of the invoice; or (c) seek payment by any other lawful means. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency. If we discover erroneous or duplicate transactions, we reserve the right to obtain reimbursement from you by deducting from any future payments owed to you, charging Your Credit Card, or seeking reimbursement by any other lawful means. Our right to obtain reimbursement from you will not limit your rights to dispute, in good faith dispute, any amounts we maintain are due or payable.

If we reasonably conclude based on information available to us that your actions or performance in connection with the Agreement may result in a significant number of customer disputes, chargebacks or other claims in connection with your use of the Services, then we may, in our sole discretion and subject to applicable Law, delay initiating any payments to be made or that are otherwise due to you under this Agreement for the shorter of: (a) a period of ninety (90) days following the initial date of suspension; or (b) completion of any investigation(s) regarding your actions or performance in connection with the Agreement.

3. Term and Termination

The term of this Agreement will start on the earlier of (a) the date of your completed registration for the Services or (b) the date you began using the Services (the "**Effective Date**"), and continue until terminated by us or you as provided below (the "**Term**"). Either party may terminate or suspend this Agreement or the Services immediately in its sole discretion by prior notice to the other party with or without reason at any time. Upon termination, all rights and obligations of the parties under this Agreement will terminate, except that Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, and 17 will survive termination. Any terms that expressly survive according to the Pay with Amazon Service Terms will also survive termination.

4. License and Pay with Amazon mark

You grant us a royalty-free, non-exclusive, worldwide, irrevocable right and license during the Term and for as long thereafter as you are permitted to grant the said license under applicable

Law to use, reproduce, perform, display (public communication), distribute, adapt, modify, re-format, any and all of Your Materials, and to sublicense the foregoing rights to our Affiliates and operators of Amazon Associated Properties. It is hereby clarified that we will alter any of Your Trademarks from the form provided by you only to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same and will comply with your removal requests as to specific uses of Your Trademarks. 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 license from you or your Affiliates under applicable Law.

During the Term of this Agreement, Amazon agrees to grant to you, the following rights under this Agreement (i) limited, non-exclusive, non-sub-licenseable, non-assignable, non-transferable and revocable right to use Pay with Amazon name, trademark and/or logo ("**Amazon Logo**") on Your Site solely in connection with the scope of the Agreement. Any such use of the Amazon Logo will be subject to Amazon's prior written approval. Upon the termination or expiration of this Agreement, you shall immediately cease and discontinue all further use of the Amazon Logo.

You agree that you will, from the date you begin using the Services, place the Amazon Logo on Your Site in accordance with the Button Guidelines of Amazon available at <https://paywithamazon.amazon.in/resources>

You further agree and undertake that your use of the Amazon Logo on Your Site will be in accordance with the Trademark Usage Guidelines of Amazon available at <https://paywithamazon.amazon.in/resources>

5. Representations

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the territory in which your business is registered, and that you are a resident of India for income tax purposes; (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations and grant the rights, licenses and authorizations you grant hereunder; and (c) you and all of your subcontractors, agents and suppliers will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this Agreement.

6. Indemnification

You release us from, and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, agents and Affiliates) against, any claim, loss, damage, settlement, cost, taxes, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to: (a) your actual or alleged breach of any representations or obligations in this Agreement; (b) any sales channels owned or operated by you, Your Products (including the offer, sale, fulfilment, refund, adjustment, or return thereof), Your Materials any actual or alleged

infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death or property damage related thereto; and (c) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we determine in our sole discretion that any indemnified Claim might adversely affect us, we may take exclusive control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

7. Disclaimer

a. THE PAY WITH AMAZON SITE AND THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION AVAILABLE OR PROVIDED IN CONNECTION WITH THE SERVICES, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU ACCESS AND USE THE PAY WITH AMAZON SITE, THE SERVICES AND ANY ONLINE PORTAL OR TOOL PROVIDED BY AMAZON AT YOUR OWN RISK. WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (1) ANY REPRESENTATIONS, WARRANTIES, DECLARATIONS OR GUARANTEES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES, DECLARATIONS OR GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; (2) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PAY WITH AMAZON SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND 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 TRANSACTION. SOME JURISDICTIONS' LAWS DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, IN WHICH CASE THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU, AND WE AND OUR AFFILIATES DISCLAIM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR QUIET ENJOYMENT.

b. BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS, IF A DISPUTE ARISES, YOU RELEASE AMAZON (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, DELICT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, ANY TYPE OF CIVIL RESPONSIBILITY OR OTHER THEORY) OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FURTHER, EXCEPT IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX MONTH PERIOD PAID BY YOU TO AMAZON IN CONNECTION WITH THE SERVICES AND THE PAY WITH AMAZON SITE GIVING RISE TO THE CLAIM.

9. Tax Matters

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes together with the filing of all relevant returns, such as service tax, VAT/CST and issuing VAT/CST invoices/credit memos road permits, way bill, transit form and other statutorily required documentation where required. Amazon is not responsible for collecting, remitting or reporting any service tax, VAT/CST or other taxes arising from such sale or sale return. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

Unless stated otherwise, any and all fees payable by you pursuant to this Agreement are exclusive of all value added, service, sales, use, goods and services and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, service, sales, use, goods and services or similar taxes from you, you will pay such taxes to us.

Amazon may issue a tax invoice within 30 days after the end of each month indicating the amount of reimbursements claimed, service fees and applicable taxes leviable thereon on the gross fees.

If Amazon is required to deduct any income tax or other withholdings on any payments to be made to you, Amazon will have the right to deduct the required amounts and pay such amounts to the applicable regulatory authority on your behalf. You will not make any claim against us in respect of any deduction made pursuant to this Section 9.

10. Confidentiality

During the course of your use of the Services, you may receive information relating to us or our Affiliates or to the Services that is not known to the general public ("**Confidential Information**"). You agree that:

(a) all Confidential Information will remain Amazon's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your use of the Services and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party, including any Affiliates. 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 further agree not to disclose this Agreement or the contents hereof, and any amendments or annexures hereto or any contents thereof without the prior written consent of Amazon.

11. 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.

12. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, association of persons, agency, franchise, sales representative, or employment relationship between the parties. Amazon is not an auctioneer. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that would contradict anything in this Section. This Agreement will not create an exclusive relationship between you and us.

13. Use of Amazon Transaction Information

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose or convey any Amazon Transaction Information (except you may disclose this information as necessary for you to perform your obligations under this Agreement and provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Amazon Transaction Information for any marketing or promotional purposes whatsoever (except as permitted in this Agreement), or otherwise in any way inconsistent with our or your privacy policies or applicable Law; (c) contact a Person that has ordered Your Product that has not yet been delivered with the intent to collect any amounts in connection therewith, to influence such Person to make an alternative purchase; (d) disparage us, our Affiliates, or any of their or our respective services or any customer; or (e) target communications of any kind on the basis of the intended recipient being a user of the Pay with

Amazon Site or the Amazon Associated Properties. The terms of this Section do not prevent you from using other information that you acquire without reference to Amazon Transaction Information for any purpose, even if such information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being a user of the Pay with Amazon Site or Amazon Associated Properties.

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 the Pay with Amazon Site or Services (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

15. Modification

We reserve the right to determine and control all aspects (including all functionality) of the Services as well as the right to re-design, modify and remove any or all aspects of them. We may amend any of the terms and conditions contained in this Agreement (including the Pay with Amazon Service Terms and Programme Policies) at any time and solely at our discretion. Any changes will be effective upon the posting of such changes on Seller Central or on the Pay with Amazon Site, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. All notice of changes to the Agreement will be posted on the Seller Central or the Pay with Amazon Site for at least 30 calendar days. Changes to Programme Policies may be made without notice to you. You should refer regularly to the Pay with Amazon Site and Seller Central to understand the current Agreement and Programme Policies and to be sure that each of the items you offer for sale can be sold using the Services. YOUR CONTINUED USE OF THE SERVICES AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

16. Password Security

Any password generated may be used only during the Term to access Your Account or Seller Central (or other tools we provide) to use the Services, including electronically accepting Your Transactions and reviewing your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use Your Account in accordance with this Agreement) and are solely

responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

17. Miscellaneous

This Agreement will be governed by the laws of India, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the courts at Bangalore regarding any dispute with Amazon relating in any way to this Agreement or your use of the Services. You may not transfer or assign all or any portion of 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. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. 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.

Amazon retains the right to immediately halt or delay any transaction, prevent or restrict access to the Services in the event any of Your Products or any listings on Your Site violate any applicable Law and/or any Amazon Programme Policies. You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your participation under this Agreement (including information regarding Your Products or Your Transactions) to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and / or comply with any of their orders, instructions or directions or to fulfill any requirements under applicable Laws.

The authoritative language of this Agreement and any subsidiary or associated documentation will be English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation will govern. You agree we may communicate with you in English during the Term of this Agreement.

We will send all notices and other communications regarding this Agreement to you at the e- mail addresses you designated for notifications and updates in your programme application, within Seller Central or Your Account, or by any other means specified by us. You may change your e-mail addresses via Your Account. You must send all notices and other communication relating to your use of the Services to us by using the applicable [Contact Us](#) form.

This Agreement incorporates and you hereby accept the Pay with Amazon Service Terms and the applicable Programme Policies, which Amazon may modify from time to time. This Agreement along with the [Pay with Amazon User Agreement](#) represents the entire agreement between the parties

with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

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

"Affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity, except with respect to Amazon, "Affiliate" means solely its Affiliates domiciled in India.

"Agreement" or **"Pay with Amazon Agreement"** means, collectively, the General Terms, the Pay with Amazon Service Terms and the applicable Programme Policies.

"Amazon Associated Properties" means any website or other online point of presence, other than the Pay with Amazon Site, through which any services available thereon are syndicated, offered, merchandised, advertised or described.

"Pay with Amazon Site" means paywithamazon.amazon.in

"Amazon Transaction Information" means, collectively, Order Information, and any other data or information acquired by you or your Affiliates from Amazon or its Affiliates, or otherwise as a result of the Agreement, the transactions contemplated hereby or the parties' performance hereunder.

"Business Days" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in New Delhi, India; Seattle, Washington, United States of America; Luxembourg; and the Republic of Singapore.

"Content" means copyrightable works and other content protected under applicable Laws.

"Excluded Products" means any products or other items set forth in the excluded products list for the Pay with Amazon Site or any other Amazon Programme Policy that applies to your use of the Services, and any other products or other items that in Amazon's sole discretion are not supported for the Services.

"Intellectual Property Rights" means any patent, copyright, Trademark, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights.

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

"Local Currency" means Indian Rupees (INR).

"Order Information" means, with respect to any of Your Products, the order information posted on Seller Central constituting product details, quantity, shipping address, contact details and email address of your customers and other related information that we provide or make available to you.

"Pay with Amazon User Agreement" means the user agreement available at <https://paywithamazon.amazon.in/help/Personal-Accounts/User-Agreement-Policies/User-Agreement>.

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

"Programme Policies" means all terms, conditions, policies, guidelines, rules and other information on the Pay with Amazon Site or on Seller Central, including those shown on the "Policies and Agreements" section of Seller Central or elsewhere in the "Help" section of Seller Central or Your Account.

"Seller Central" means the online portal and tools made available by Amazon to you, for managing your orders, inventory, shipping options and access to the Pay with Amazon Site.

"Service(s)" means the term ascribed to the same under the recitals of the Agreement.

"Service Terms" means the service terms specific to the Services set forth herein and made a part of this Agreement upon the date you elect to register for the Services.

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

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

"Your Account" means the particular account in our systems, in which information about Your Transactions is recorded, and which is one of the online portals and tools which Amazon may make available to you, for your use in managing your orders, inventory, shipping options and access to the Pay with Amazon Site.

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

"Your Product" means any product that is made available or listed on Your Site for sale, offered for sale or sold by you through the Service.

"Your Site" means the website controlled and/or operated by you on which Your Products are listed and offered for sale.

"Your Taxes" means any and all value added, service, sales, use, excise, import, export, goods and service tax and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through or in connection with the Services, or otherwise in connection with any action, inaction or omission of you or your Affiliates or your or their respective employees, agents, contractors or representatives.

"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 Pay with Amazon Site using the Services.

Pay with Amazon Service Terms

Unless defined in these Pay with Amazon Service Terms (including the Pay with Amazon Definitions), all capitalized terms have the meanings given to them in the General Terms.

S-1. Your Orders

S-1.1 Order Processing. We will provide Order Information to you for each of Your Transaction. Sales Proceeds will be paid to you only in accordance with Section S-5.

S-1.2 Shipping Speed. You will determine shipping speed through (and subject to) our standard functionality. Your shipping speed will be subject to the Programme Policies for the Pay with Amazon Site. You are solely responsible for reporting and remitting any applicable taxes on the shipping charges.

S-1.3 Credit Card Fraud. We will bear the risk of fraudulent purchases arising from the theft and unauthorized use of a third party's credit card information occurring in connection with Your Transactions, and you will bear all other risk of fraud or loss. We may in our sole discretion delay, withhold for investigation, refuse to process, stop or cancel any of Your Transactions. You will stop or cancel orders of Your Products if we ask you to do so (provided that if you have transferred Your Products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop or cancel delivery by such carrier or shipper). You will refund any customer (in accordance with Section S-2.2) that has been charged for an order that we stop or cancel.

S-2. Sale, Refunds and Returns

S-2.1 Sale. In connection with your use of the Services, you will: (a) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (b) retrieve Order Information at least once each Business Day; (c) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the Pay with Amazon Site or the Seller Central at the time of the applicable order or as may be required under this Agreement; (d) ship Your Products in the list of locations/territories/regions provided by you to us; (e) provide to Amazon information regarding shipment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and permit us to make any of this information publicly available; (f) comply with all Street Date instructions; (g) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products made available for listing for sale on Your Site; (h) include an order-specific packing slip within each shipment of Your Products; (i) identify yourself as the seller of the product on all packing slips or other information included with Your Products and as the Person to which a customer may return the applicable product; and (j) not send customers emails confirming orders or shipments of Your Products (except that to the extent we have not yet enabled functionality for Your Account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of Your Products in a format and manner reasonably acceptable to us). You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds.

S-2.2 Returns and Refunds. You will accept and process returns, refunds and adjustments in accordance with these Service Terms and the applicable refund policy you choose amongst the Pay with Amazon Return Policies made available to you at the time of the applicable order or any other refund policy, which we permit you to set for Your Products (in our sole discretion) and we may inform customers that these policies apply to Your Products. You will determine and calculate the

amount of all refunds and adjustments (including any taxes, shipping and handling, or other charges) or other amounts to be paid by you to customers in connection with Your Transactions, using a functionality we enable for Seller Central. This functionality may be modified or discontinued by us at any time without notice and is subject to the Programme Policies and the terms of the Pay with Amazon Agreement. You will route all return, refund, and adjustment payments through Pay with Amazon Site. We will provide any such payments to the customer (which may be in the same payment form originally used to purchase Your Product), and you will reimburse us for all amounts so paid. For the purposes of making payments to the customer (which may be in the same payment form originally used to purchase Your Product), you authorize us to make such payments or disbursements from your available balance in the Nodal Account (as defined in Section S-5.1). In the event your balance in the Nodal Account is insufficient to process the refund request, we will process such amounts due to the customer on your behalf, and you will reimburse us for all amounts so paid.

S-3. Problems with Your Products

S-3.1 Delivery Errors and Nonconformities; Recalls. You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Products, except to the extent caused by: (a) credit card fraud for which we are responsible under Section S-1.3; or (b) our failure to make available to you Order Information as it was received by us or resulting from address verification.

S-3.2 100 % Buyer Protection Guarantee and Chargebacks. If we inform you that we have received a claim under the "100% Buyer Protection Guarantee" (or any successor program) offered on the Pay with Amazon Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us within seven (7) days after request by us, to the extent applicable: (a) proof of delivery of Your Product(s); (b) the Amazon order identification number; and (c) a description of Your Product(s). If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by: (y) credit card fraud for which we are responsible under Section S-1.3; or (z) our failure to make your Order Information available as the same was received by us or resulting from address verification, then you will promptly reimburse us in accordance with the Service Fee Payments section of the General Terms for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Transaction Fees retained and not subject to refund by Amazon) and all associated credit card association, bank or other payment processing, representation and/or penalty fees associated with the original purchase and any chargeback or refund, in each case to the extent paid or payable by us or our Affiliates.

S-4. Compensation

You will pay us: (a) the applicable Transaction Fee; (b) any applicable Closing Fees; and (c) if applicable, the non-refundable Pay with Amazon Subscription Fee in advance for each month (or

for each transaction, if applicable) during the Term of this Agreement. **"Pay with Amazon Subscription Fee"** means the fee specified as such on the [Pay with Amazon Fee Schedule](#) for the Pay with Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (x) **"Sales Proceeds"** has the meaning set out in the Pay With Amazon Agreement; (y) **"Closing Fees"** means the applicable fee, if any, as specified in the [Pay with Amazon Fee Schedule](#) for the Pay with Amazon Site; and (z) **"Transaction Fee"** means the applicable percentage of the Sales Proceeds from Your Transaction through the Pay with Amazon Site specified on the [Pay with Amazon Fee Schedule](#) for the Pay with Amazon Site at the time of Your Transaction, based on the categorization by Amazon of the type of product that is the subject of Your Transaction.

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

S-5. Sales Proceeds & Refunds.

S-5.1 Nodal Account. Remittances to you for Your Transactions will be made through a nodal account (the **"Nodal Account"**) in accordance with the directions issued by Reserve Bank of India for the opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009. You authorize and permit us to collect and disclose any information (which may include personal or sensitive information such as Your Bank Account information) made available to us in connection with this Agreement to a bank, auditor, processing agency, or third party contracted by us in connection with this Agreement.

Subject to and without limiting any of the rights described in Section 2 of the General Terms, we may hold back a portion or your Sale Proceeds as a separate reserve (**"Reserve"**). The Reserve will be in an amount as determined by us and will be used for the purpose of settling the future claims of customers in the event of non-fulfilment of delivery to the customers of Your Products based on the expected period for refunds and chargebacks, or as otherwise may be permitted by applicable Law.

S-5.2 Except as otherwise stated in this Agreement (including without limitation Section 2 of the General Terms), you authorize us to remit the Settlement Amount to Your Bank Account on the Payment Date in respect of an Eligible Transaction. When you either initially provide or later change Your Bank Account information, the Payment Date will be deferred for a period of up to 14 days. You will not have the ability to initiate or cause payments to be made to you during such 14-day period. If you refund money to a customer in connection with one of Your Transactions in accordance with Section S-2.2, we will retain the Transaction Fee paid by you to us attributable to the amount of the customer refund as a Refund Administration Fee for each refund.

S-5.3 In the event that we elect not to recover from you a customer's chargeback, failed payment, or other payment reversal (a "**Payment Failure**"), you irrevocably assign to us all your rights, title and interest in and associated with that Payment Failure.

S-6. Control of Pay with Amazon Site

Notwithstanding any provision of this Agreement, we will have the right in our sole discretion to determine the content, appearance, design, functionality and all other aspects of the Pay with Amazon Site and the Pay with Amazon Service (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of, and prevent or restrict access to any of the Pay with Amazon Site and the Services and any element, aspect, portion or feature thereof, from time to time).

S-7. Effect of Termination

Upon termination of these Pay with Amazon Service Terms in connection with the Pay with Amazon Site, all rights and obligations of the parties under these Service Terms with regard to the Pay with Amazon Site will be extinguished, except that the rights and obligations of the parties with respect to Your Transactions occurring during the Term will survive the termination or expiration of the Term.

S-8. Tax Matters

In addition to the General Terms, you agree that the price stated by you for Your Products is inclusive of all taxes including VAT/CST, customs duty, excise duty, service tax or other tax or levy that you may be required to remit in connection with such sale.

All payments by Amazon to you will be made subject to any applicable withholding taxes under the applicable Law. Amazon will retain, in addition to any other amounts it may retain under this Agreement (including its net fees together with any applicable taxes Amazon determines it is obligated to charge or collect on the fees), an amount equal to the legally applicable withholding taxes at the applicable rate. You are responsible for deducting and depositing the legally applicable taxes and delivering to Amazon sufficient documents evidencing the deposit of such tax. Upon receipt of the evidence of deduction of such tax, Amazon will remit the amount evidenced in the applicable documentation to you. Upon your failure to duly deposit these taxes and provide evidence to that effect within five (5) Business Days from the end of the relevant month, Amazon shall have the right to utilize the retained amount for discharging its tax liability.

Where you have deposited the taxes, you will issue an appropriate tax withholding certificate for such amount to Amazon and Amazon will provide the necessary support and documentation as may be required by you for discharging your obligations.

Amazon may, but will not be required to, obtain an order for lower or NIL withholding tax from the Indian Revenue authorities. In case Amazon successfully procures such an order, it will communicate the same to you. In that case, the amounts retained will be in accordance with the directions contained in the order as in force at the point in time when tax is required to be deducted at the source.

Pay with Amazon Definitions

"Designated Day" means any particular Business Day of the week designated by Amazon on a weekly basis, in its sole discretion, for making remittances to you.

"Eligible Transaction" means each of Your Transactions for which you have confirmed that actual shipment has been initiated.

"Estimated Ship Date" means, with respect to any of Your Products, 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 on Your Site

"Payment Date" means, with respect to any of Your Transactions, the first Designated Day occurring at least 14 days after the date on which Your Transaction became an Eligible Transaction, provided that we may, in our sole discretion, designate any early Designation Day as the Payment Date.

"Pay with Amazon Refund Policies" means the return and refund policies published on the Pay with Amazon Site.

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

"Refund Administration Fee" means the applicable Transaction Fee, which we may retain as an administrative fee in case of customer refunds.

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

"Settlement Amount" means Sales Proceeds (which you will accept as payment in full for the sale and shipping and handling of Your Products), less: (a) the Transaction Fees due for such sums; (b) any Pay with Amazon Subscription Fees due; (c) taxes required to be charged by us on our

fees; (d) any refunds due to customers in connection with the Your Site; (e) Reserves, as may be applicable per this Agreement; (f) Closing Fees, if applicable; and (g) any other applicable fee prescribed under the Programme Policies.

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

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