**General Terms**

Welcome to **Amazon Services Business Solutions**, a suite of optional merchant services including the following services: [Selling on Amazon](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#SOA), [Amazon WebStore](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#WBA), and [Fulfillment by Amazon](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#FBA).

BY REGISTERING FOR OR USING THE SERVICE(S), YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR THE COUNTRY FOR WHICH YOU REGISTER (“YOUR ELECTED COUNTRY”) FOR EACH SERVICE FOR WHICH YOU REGISTER.

As used in this Agreement, **"we," "us,"** and **"Amazon"** means the Amazon Contracting Party or any of its affiliates, and **"you"** means the applicant (if registering as an individual), or the business employing the applicant (if registering as a business). Capitalized terms have the meanings listed in the [Definitions](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#Definitions)below. If there is any conflict between these General Terms and the applicable Service Terms, the Service Terms will govern.

**1.  Enrollment.**

To begin the enrollment process, you must complete 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 (for example, Your Elected Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address. We may at any time cease providing the Services or any of them at our sole discretion and without notice.

**2.  Service Fee Payments; Receipt of Sales Proceeds.**

Fee details are described fully in the applicable Service Terms. You are responsible for all of your expenses in connection with this Agreement, unless this Agreement or the applicable Service Terms provide otherwise. To use a Service, you must provide us with 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 located within Your Elected Country or any other country shown as supported by our standard functionality and enabled for your account (which functionality may be modified or discontinued by us at any time without notice) ("Your Bank Account"). You will use only a name you are authorized to use in connection with the Service and will update all of the preceding information as necessary to ensure that it at all times remains accurate and complete. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from your credit card issuer, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). At Amazon's option, all payments to you will be remitted to Your Bank Account, Your Credit Card or through an Automated Clearing House ("ACH") or similar system. For any amounts you owe us, we may (a) charge Your Credit Card, (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you, (c) invoice you for amounts due to us under this Agreement, in which case you will pay the invoiced amounts upon receipt, (d) reverse any credits to Your Bank Account, or (e) seek such payment or reimbursement from you 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, then we reserve the right to seek reimbursement from you by deducting from future payments owed to you, charging Your Credit Card, or seeking such reimbursement from you by any other lawful means.

If we conclude that your actions and/or performance in connection with the Agreement may result in customer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold 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 and/or performance in connection with the Agreement.

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: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a customer to withdraw from a transaction because the Amazon Site or the Services are unavailable following the commencement of a transaction.

Receipt of Sales Proceeds by us on your behalf will satisfy the obligations owed to you by customers for Your Transactions. Upon payment of the Sales Proceeds a receipt indicating that payment has been made will be furnished to customers. Our obligation to remit funds collected by us on your behalf will be limited to funds that we have actually received and that are not subject to chargeback or reversal.

**3.  Term and Termination.**

The term of this Agreement will start on the date of your completed registration for the Service(s) and continue until terminated by us or you as provided below (the "Term"). We may terminate or suspend this Agreement or any Service immediately by notice to you for any reason at any time. You may terminate this Agreement or any Service or the Promotion Site for any reason at any time by the means then specified by Amazon therefor. Termination or suspension of a Service will not terminate or suspend any other Service unless explicitly provided. 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, 11, 14, 15, 16 and 18 will survive termination. Any terms that expressly survive according to the applicable Service Terms will also survive termination.

**4.  License.**

You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of Your Materials, and to sublicense the foregoing rights to our affiliates and operators of Amazon Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Trademarks (provided you are unable to do so using standard functionality made available to you via the Amazon Site or Services); 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 license from you or your affiliates under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

If Your Elected Country is the United States, conditioned upon your compliance with the Trademark Usage Guidelines, Amazon grants you a non-exclusive, non-transferable, non-assignable, revocable right and license during the term of this Agreement to use the Amazon Marks solely in connection with your use of the Services for which the Amazon Marks were provided to you. You must use the Amazon Marks solely in the manner in which they were provided to you, meaning you may not change, alter, amend, vary, or modify the Amazon Marks in any way, at any time. You may not use any Amazon Mark except as expressly provided herein, and may not sublicense these rights or otherwise permit any party to use the Amazon Marks. You acknowledge that Amazon and its affiliates are the sole owners of the Amazon Marks, and you agree to do nothing inconsistent with that ownership. All goodwill arising out of your use of the Amazon Marks will inure to the sole benefit of Amazon and its affiliates. Amazon may revoke your license to any or all of the Amazon Marks at any time in its sole discretion. Upon the termination this Agreement, or termination or suspension of the Services for which any Amazon Mark was provided to you, you shall immediately cease and discontinue all further use of the Amazon Mark.

**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 country in which your business is registered and that you are registering for the Service(s) within such country; (b) if Your Elected Country is Japan and you are registering for the Fulfillment by Amazon Service, your principal place of business (or, if you are registering as an individual, your primary place of residence) is located within Japan and you will not conduct any operations relating to the Fulfillment by Amazon Service from outside such country; (c) 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 (d) 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 and agree to indemnify, defend and hold harmless us (and our officers, directors, employees, and agents) against any claim, loss, damage, settlement, cost, 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 obligations in this Agreement; (b) any sales channels owned or operated by you, Your Products (including the offer, sale, fulfillment (except with respect to those of Your Products that are fulfilled using the Fulfillment by Amazon Service, if any), refund, return or adjustments 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; or (c) Your Taxes. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take 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 & General Release.**

a. 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." AS A USER OF THE SERVICES, YOU USE THE AMAZON SITE AND THE SERVICES AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES WAIVE AND DISCLAIM: (1) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES 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 AMAZON SITE AND 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 TRANSACTIONS.

b. BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE AMAZON (AND ITS AGENTS AND EMPLOYEES) 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 (INCLUDING NEGLIGENCE, PRODUCT LIABILITY 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, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS 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 Sales Proceeds from Your Transactions through either the WebStore Service or the Fulfillment by Amazon Service exceed the 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 and/or excess liability insurance with the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business, including products, products/completed operations and bodily injury, with policy(ies) naming Amazon and its assignees as additional insureds. At our request, you will provide to us certificates of insurance for the coverage to the following address: c/o Amazon, P.O. Box 81226, Seattle, WA 98108-1226, Attention: Risk Management.

**10.  Tax Matters.**

As between the parties, you will be responsible for the collection and payment of any and all of Your Taxes, except to the extent Amazon expressly agrees to collect taxes or other transaction-based charges in connection with a collection service made available by Amazon and used by you. You agree to and will comply with the [Tax Policies](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200405820&language=en_US) and the representations contained therein. 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.

**11.  Confidentiality.**

During the course of your use of the Services, you may receive information relating to us or to the Services including, but not limited to Amazon Transaction Information, 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 participation in the Services; (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party, and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. 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.

**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.**

You hereby appoint us as your payment processing agent for the limited purpose of receiving Sales Proceeds on your behalf. Except as provided in the preceding sentence, 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. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Amazon, you, and relying customers or sellers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

**14.  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, 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 or to influence such Person to make an alternative purchase; (d) disparage us, our affiliates, or any of their or our respective products or services; or (e) target communications of any kind on the basis of the intended recipient being an Amazon Site user. The terms of this Section 14 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 an Amazon Site user.

**15.  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 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.

**16.  Modification.**

We may amend any of the terms and conditions contained in this Agreement (including the Service Terms and Program Policies) at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central or on the 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 for at least 30 days. Changes to Program Policies may be made without notice to you. You should refer regularly to Seller Central to understand the current Agreement and Program Policies and to be sure that the items you offer for sale can be sold via the Service. YOUR CONTINUED USE OF A SERVICE AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, YOU MUST TERMINATE THIS AGREEMENT AS PROVIDED ABOVE.

**17.  Password Security.**

Any password we provide to you may be used only during the Term to access Seller Central (or other tools we provide) to use the Service, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account 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.

**18.  Miscellaneous.**

The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with Amazon or its affiliates or claim relating in any way to this Agreement or your use of the Services shall be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts, **or, if Your Elected Country is the United States, we both consent that any such dispute or claim will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that you may assert claims in a small claims court that is a Governing Court if your claims qualify and you or we may bring suit in the Governing Courts to enjoin infringement or other misuse of intellectual property rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, CSC Services of Nevada, Inc., 502 East John St., Carson City, NV 89706. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys’ fees and costs from you in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. **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.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial**.

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. 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 any transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by the applicable Program Policies.

Because Amazon is not your agent except for the limited purpose of receiving Sales Proceeds on your behalf, or the customer’s agent for any purpose, Amazon will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

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 program application or within Seller Central, or by any other means then specified by Amazon. You may change your e-mail addresses by updating your information in Seller Central. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate. You must send all notices and other communications relating to Amazon to our Merchant Services Team by using the [Contact Us](https://sellercentral.amazon.com/gp/contact-us/contact-amazon-form.html/) form.

This Agreement incorporates and you hereby accept the applicable Service Terms and the applicable Program Policies, which Amazon may modify from time to time. In the event of any conflicts between the Program Policies and this Agreement, the Program Policies will prevail. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions. If Your Elected Country is Canada, then it is the express wish of the parties that this Agreement and the applicable Service Terms and Program Policies have been drafted in English. (The following is a French translation of the preceding sentence: Dans l’hypothèse où votre Pays d’Election est le Canada, il est de la volonté expresse des parties que le présent contrat et/ou tous les documents qui s’y rattachent soient rédigés en Anglais.) This 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.

**"Amazon Associated Properties"** means any website or other online point of presence, other than the Amazon Site, through which the Amazon Site, any webstore site, and/or products or services available on any of them, are syndicated, offered, merchandised, advertised or described.

**"Amazon Contracting Party"** means the applicable one of the following:

* Amazon Services LLC (if Your Elected Country is the United States),
* Amazon Services International, Inc (if Your Elected Country is Canada, or Japan (in each case, except with respect to the Fulfillment by Amazon Service)),
* Amazon Japan Logistics K.K. (if Your Elected Country is Japan, for the Fulfillment by Amazon Service),
* Amazon.com.ca, Inc. (if Your Elected Country is Canada, for the Fulfillment by Amazon Service).

**"Amazon Marks"** means all Trademarks specified in the [Trademark Usage Guidelines](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200573210&language=en_US).

**"Amazon Site"** means that website, the primary home page of which is identified by the applicable one of the following (and any successor or replacement of such website(s)):

* the URL [www.amazon.com](http://www.amazon.com/) and any Promotion Site that we make available from time to time (if Your Elected Country is the United States),
* the URL [www.amazon.ca](http://www.amazon.ca/) (if Your Elected Country is Canada).
* the URL [www.amazon.co.jp](http://www.amazon.co.jp/) (if Your Elected Country is Japan).

**"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.

**"BMVD Product"** means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription therefor.

**"Content"** means copyrightable works under applicable Law.

**"Excluded Products"** means the products or items set forth in the [Excluded Products List](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200405840&language=en_US).

**"Governing Courts"** means the applicable one of the following:

* the state or Federal court in King County, Washington (if Your Elected Country is Canada or the United States),
* Tokyo District Court or Tokyo Summary Court depending upon the amount of the claim made (if Your Elected Country is Japan).

**"Governing Laws"** means the applicable one of the following:

* the laws of the State of Washington, United States (if Your Elected Country is Canada),
* the laws of Japan (if Your Elected Country is Japan),
* the laws of the State of Washington, United States together with the Federal Arbitration Act and other applicable federal law (if Your Elected Country is the United States).

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

* One Million Canadian Dollars ($1,000,000) (if Your Elected Country is Canada),
* One Hundred Million Japanese Yen (¥100,000,000) (if Your Elected Country is Japan),
* One Million U.S. Dollars ($1,000,000) (if Your Elected Country is the United States).

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

* Ten Thousand Canadian Dollars ($10,000) (if Your Elected Country is Canada),
* One Million Japanese Yen (¥1,000,000) (if Your Elected Country is Japan),
* Ten Thousand U.S. Dollars ($10,000) (if Your Elected Country is the United States).

**"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, license, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority (e.g. on a federal, state, or provincial level, as applicable) of competent jurisdiction.

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

* U.S. Dollars (if Your Elected Country is the United States),
* Canadian Dollars (if Your Elected Country is Canada),
* Japanese Yen (if Your Elected Country is Japan).

**"Order Information"** means, with respect to any of Your Products sold through the Amazon Site or a WebStore 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 terms, conditions, policies, guidelines, rules and other information on the 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 (and, for purposes of the Fulfillment by Amazon Service, specifically including the [FBA Guidelines](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=53921)). All Program Policies applicable to WebStore by Amazon also apply to Amazon WebStore, unless otherwise specifically stated.

**"Promotion Site"** means that ecommerce website, the primary home page of which is identified by the URL www.sellername.amazonwebstore.com, in which "sellername" is a name representing you that we elect to include in such URL.

**"Sales Proceeds"** means the gross sales proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges with respect thereto, including taxes and customs duties only to the extent specified in the applicable [Tax Policies](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200405820&language=en_US).

**"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 and/or a WebStore Site.

**"Service"** means each of the following services that Amazon makes available for Your Elected Country: Selling on Amazon, Amazon WebStore, Fulfillment by Amazon, and any related services we make available.

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

**"WebStore Service"** has the meaning described in the WebStore Service Terms.

**"WebStore Site"** has the meaning described in the WebStore Service Terms.

**"Your Materials"** means all Technology, Your Trademarks, Content, Your 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 for listing for sale, offered for sale, or sold by you through the WebStore Service or the Selling on Amazon Service, and/or fulfilled or otherwise processed through the Fulfillment by Amazon Service.

**"Your Sales Channels"** means any website operated by or on behalf of you (including a WebStore Site) that is primarily branded the same as any 'storefront' on the Amazon Site or your WebStore Site and any successor or replacement of any of the foregoing.

**"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 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 its affiliates or their respective employees, agents, contractors or representatives. Also, if Your Elected Country is the United States or Canada, as it is used in the Fulfillment by Amazon Service Terms, this defined term also means 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 fulfillment 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 Fulfillment 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 or any WebStore Site.

**Selling on Amazon Service Terms**

The Selling on Amazon Service (**"Selling on Amazon"**) is a Service that allows you to list products for sale directly on the Amazon Site (which, if Your Elected Country is the United States, includes a Promotion Site that we may make available from time to time during the Term and on which certain of Your Products may be listed for sale).

These Selling on Amazon Service Terms are part of the Amazon Services Business Solutions Agreement (**"Business Solutions Agreement"**), but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. BY REGISTERING FOR OR USING SELLING ON AMAZON, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#ASBSA) AND 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 ON A NON-CONSIGNMENT BASIS FOR PURCHASE THROUGH THE AMAZON SITE CHECKOUT PROCESS (E.G., 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 PRODUCTS ON THE AMAZON SITE PURSUANT TO A SEPARATE AGREEMENT, THE SALE OF YOUR PRODUCTS ON THE 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.** Unless defined in these Selling on Amazon Service Terms (including the [Selling on Amazon Definitions](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#SOADefinitions)) all capitalized terms have the meanings given them in the Business Solutions Agreement. Please note that these Service Terms supersede and replace the Merchants@ Amazon Pro-Merchant Service Participation Agreement (or any predecessor version of this agreement).

**S-1  Your Product Listings and Orders.**

**S-1.1  Products and Product Information.** You will, in accordance with applicable Program Policies, provide in the format we require accurate and complete Required Product Information for each product that you make available to be listed for sale through the Amazon Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Products (including packaging) and your offer and subsequent sale of any of the same comply with all applicable Laws (including all minimum age, marking and labeling requirements) and do not contain any sexually explicit (except to the extent expressly permitted under our applicable Program Policies), defamatory or obscene materials. You may not provide any information for, or otherwise seek to list for sale on the Amazon Site, any Excluded Products; or provide any URL Marks for use, or request that any URL Marks be used, on the Amazon Site.

**S-1.2  Product Listing; Merchandising; Order Processing.** We will list Your Products for sale on the Amazon Site on the Selling on Amazon Launch Date, and conduct merchandising and promote Your Products as determined by us (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/or your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each sale of Your Products through the Amazon Site. We will also collect all Sales Proceeds as your payment processing agent for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Service Terms.

**S-1.3  Shipping and Handling Charges.** For those of Your Products sold on or through the Amazon Site that are not fulfilled using Fulfillment by Amazon, you will determine shipping and handling charges via and subject to our standard functionality and categorizations and further subject to any shipping and handling charge Program Policies, except that, with respect to products offered by sellers on the Individual selling plan and BMVD Products offered by any seller (to the extent we make available functionality to list such products), we will determine the shipping and handling charges (and in either case you will accept the charges as payment in full for your shipping and handling of such products). For those of Your Products that are fulfilled using Fulfillment by Amazon, please refer to the Fulfillment by Amazon Service Terms.

**S-1.4  Credit Card Fraud.** We will bear the risk of credit card fraud (i.e. fraudulent purchase 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; provided, that we will not bear the risk of credit card fraud in connection with any Seller-Fulfilled Product that is not fulfilled strictly in accordance with the Order Information and Shipment Information. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of Your Transactions. You will stop and/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 and/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 and Fulfillment; Refunds and Returns.**

**S-2.1  Sale and Fulfillment.** Other than as described in the Fulfillment by Amazon Service Terms (if applicable to you) you will: (a) source, sell, fulfill, ship and deliver your Seller-Fulfilled Products, and source and sell your Amazon-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, these Service Terms and the Agreement, and all terms provided by you and displayed on the Amazon Site at the time of the order and be solely responsible for and bear all risk for such activities; (b) package each of Your Products in a commercially reasonable manner and ship each of Your Products on or before its Estimated Ship Date; (c) retrieve Order Information at least once each business day; (d) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the Amazon Site at the time of the applicable order (which terms and conditions will be in accordance with this Agreement) or as may be required under this Agreement; (e) ship Your Products throughout Your Elected Country (except to the extent prohibited by Law or this Agreement); (f) 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 we may make any of this information publicly available; (g) comply with all Street Date instructions; (h) notwithstanding any other provision of these Service Terms, ensure that you are the seller of all products made available for listing for sale hereunder; (i) include an order-specific packing slip, and, if applicable, any tax invoices, within each shipment of Your Products; (j) 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 (k) 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). For those of Your Products that are fulfilled using Fulfillment by Amazon, if any, the Fulfillment by Amazon Service Terms will apply to the storage, fulfillment and delivery of such Amazon-Fulfilled Products.

**S-2.2  Returns and Refunds.** For all of Your Products that are not fulfilled using Fulfillment by Amazon, you will accept and process returns, refunds and adjustments in accordance with these Service Terms and the Amazon Refund Policies published at the time of the applicable order, 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 your account. This functionality may be modified or discontinued by us at any time without notice and is subject to the Program Policies and the terms of this Business Solutions Agreement. You will route all such payments through Amazon. 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 all of Your Products that are fulfilled using Fulfillment by Amazon, the Amazon Refund Policies published at the time of the applicable order will apply and you will comply with them. You will promptly provide refunds and adjustments that you are obligated to provide under the applicable Amazon Refund Policies and as required by Law, and in no case later than thirty (30) days following after the obligation arises.

**S-3  Problems with Your Products.**

**S-3.1  Delivery Errors and Nonconformities; Recalls.** You are responsible for: any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment and delivery of Your Products, 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 Fulfillment by Amazon, if any, the Fulfillment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment and delivery of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

**S-3.2  A-to-z Guarantee and Chargebacks.** If we inform you that we have received a claim under the "A-to-z Guarantee" offered on the 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: (a) proof of delivery of Your Product(s) (as applicable); (b) the applicable Amazon order identification number; and (c) a description of Your Product(s) (as applicable). 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-1.4; 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 Agreement](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#ServiceFeePayments) for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes, but excluding any associated Referral Fees retained and not subject to refund by Amazon) and all associated credit card association, bank or other payment processing, re-presentment 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. If Your Elected Country is Japan and we receive a claim under the "A-to-z Guarantee" concerning one of Your Transactions and we determine that we are responsible for that claim then we will purchase the returned products from the customer.

**S-4  Parity with Your Sales Channels.**

Subject to this Section S-4, you are free to determine which of Your Products you wish to list for sale on the Amazon Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on the Amazon Site by ensuring that at the Selling on Amazon Launch Date and thereafter: (a) the Purchase Price and every other term of offer and/or sale of Your Product (including associated shipping and handling charges, Shipment Information, any "low price" guarantee, rebate or discount, any free or discounted products or other benefit available as a result of purchasing one or more other products, and terms of applicable return and refund policies) is at least as favorable to Amazon users as the most favorable terms upon which a product is offered and/or sold via Your Sales Channels (excluding consideration of Excluded Offers); (b) customer service for Your Products is at least as responsive and available and offers at least the same level of support as the most favorable customer services offered in connection with any of Your Sales Channels (this requirement does not apply to customer service for payment-related issues on Your Transactions, which we will provide); and (c) the Content, product information and other information under Section S-1.1 regarding Your Products that you provide to us is of at least the same level of quality as the highest quality information displayed or used in Your Sales Channels. If you become aware of any non-compliance with (a) above, you will promptly compensate adversely affected customers by making appropriate refunds to them in accordance with Section S-2.2. For Amazon-Fulfilled Products, we acknowledge that if the shipping and handling charges associated with the sale and delivery of any of Your Products listed for sale on the Amazon Site are included in (and not separately stated) the purchase price listed for Your Product on the Amazon Site (collectively a "Shipping Inclusive Purchase Price"), then the parity obligation in (a) above will be satisfied if the Shipping Inclusive Purchase Price and each other term of offer and/or sale for the product on the Amazon Site are at least as favorable to Amazon Site users as the purchase price and each other term of offer and/or sale for the product (including any and all separately stated shipping and handling charges) pursuant to which the product is offered and/or sold via any of your sales channels other than the Amazon Site.

**S-5  Compensation.**

You will pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; and (c) the non-refundable Selling on Amazon Subscription Fee in advance for each month (or for each transaction, if applicable) during the term of this Agreement. **"Selling on Amazon Subscription Fee"** means the fee specified as such on the Selling on Amazon [Fee Schedule](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200336920&language=en_US) at the time such fee is payable. With respect to each of Your Transactions: (x) **"Sales Proceeds" has the meaning set out in the Business Solutions Agreement**; (y) "Variable Closing Fee" means the applicable fee, if any, as specified on the [Variable Closing Fee Schedule](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200336920&language=en_US); and (z) **"Referral Fee"** means the applicable percentage of the Sales Proceeds from Your Transaction through the Amazon Site specified on the Selling on Amazon [Fee Schedule](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200336920&language=en_US) at the time of Your Transaction, based on the categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in each of the following two cases: (i) in the case of Your Transactions that consist solely of products fulfilled using Fulfillment by Amazon, and (ii) in the case of Your Transactions that consist solely of Media Products.

**S-6  Remittance of Sales Proceeds & Refunds.**

Except as otherwise stated in this Agreement (including without limitation Section 2 of the Business Solutions Agreement), we will remit to you on a bi-weekly (14 day) (or at our option, more frequent) basis any Sales Proceeds collected by us or our affiliates but not previously remitted to you as of the date that is two (2) business days prior to the date of remittance (the "Remittance Calculation Date") (which you will accept as payment in full for the sale and shipping and handling of Your Products), less: (a) the Referral Fees due for such sums; (b) the applicable Variable Closing Fee, if any, due for such sums; and (c) any Selling on Amazon Subscription Fees due. When you either initially provide or later change Your Bank Account information, we may delay any remittance of sums due to you by up to 14 days. You will not have the ability to initiate or cause payments to be remitted to you. For sellers that registered after October 30, 2011 and are on the Individual selling plan, the remittance amount will not include Sales Proceeds from the 14-day period before the date of remittance. If you refund money to a customer in connection with one of Your Transactions, and the refund is routed through us (or our affiliate), 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](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200405820&language=en_US)), less the Refund Administration Fee for each product refunded that is not a BMVD Product, which amount we may retain as an administrative fee; provided, however, that in the case of a complete refund of sales proceeds for a Media Product, we will refund to you the full amount of any Variable Closing Fee paid by you to us (and in the case of a partial refund of sales proceeds for a Media Product, we will not refund to you any portion of any Variable Closing Fee paid by you to us). 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.

**S-7  Control of 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 Amazon Site and the Selling on 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, the Amazon Site and the Selling on Amazon Service and any element, aspect, portion or feature thereof (including any product listings), from time to time) and to delay or suspend listing of, or to refuse to list, or to de-list, or to require you not to list, any or all products in our sole discretion.

**S-8  Effect of Termination.**

Upon termination of these Selling on Amazon Service Terms, all rights and obligations of the Parties under these Service Terms 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.

**Selling on Amazon Definitions**

**"Amazon-Fulfilled Products"** means any of Your Products that are fulfilled using the Fulfillment by Amazon Service.

**"Amazon Refund Policies"** means the [return and refund policies](http://www.amazon.com/gp/help/customer/display.html/?nodeId=15015711) published on the Amazon Site and applicable to products sold via the Amazon Site by an affiliate of the Amazon Contracting Party.

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

**"Excluded Offer"** means any discount, rebate, promotional offer, or other term of offer and/or sale that you: (a) have attempted to make available through the Amazon Site but that we do not honor or support (but only until such time as we honor or support the same); or (b) make available solely to Third Parties that either (i) purchase products solely for resale and who are not end users of such products (i.e., wholesale purchasers), or (ii) if Your Elected Country is either Canada or the United States, have affirmatively elected and opted-in to participate in your and/or one of its affiliates' membership-based customer loyalty or customer incentive programs.

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

**"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](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200405820&language=en_US)).

**"Refund Administration Fee"** means the applicable one of the following:

* the lesser of Five Canadian Dollars ($5) or twenty percent of the applicable Referral Fee (if your Elected Country is Canada),
* the lesser of Five Hundred Japanese Yen (¥500) or ten percent of the applicable Referral Fee (if your Elected Country is Japan),
* the lesser of Five U.S. Dollars ($5) or twenty percent of the applicable Referral Fee (if Your Elected Country is the United States).

**"Remittance Calculation Date"** is defined in **Section S-6**.

**"Required Product Information"** means, with respect to each of Your Products, the following (except to the extent expressly not required under Program Policies): (a) description; (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 categorizations prescribed by Amazon from time to time); (d) categorization within each Amazon product category and browse structure as prescribed by Amazon from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Amazon image guidelines, and does not include any additional logos, text or other markings; (f) Purchase Price; (g) shipping and handling charge (in accordance with our standard functionality therefor); (h) any text, disclaimers, warnings, notices, labels or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising or sale of the 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 (e.g., the condition of used or refurbished products).

**"Seller-Fulfilled Products"** means any of Your Products that are not fulfilled using the Fulfillment by Amazon Service.

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

**"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 (e.g., title of a book) should not be disclosed publicly, or such product should not be delivered or otherwise made available to customers.

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

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

**WebStore Service Terms**

Amazon WebStore (which, for purposes of this Agreement, includes WebStore by Amazon, unless specifically stated otherwise) (the **"WebStore Service"**) provides access to and use of an e-commerce website through which you can offer and sell Your Products (a **"WebStore Site"**). The WebStore Service is not currently available in Canada or Japan.

These WebStore Service Terms are part of the Amazon Services Business Solutions Agreement (**"Business Solutions Agreement"**), and, unless specifically provided otherwise, concern and apply only to your participation in the WebStore Service. BY REGISTERING FOR OR USING THE WEBSTORE SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE [BUSINESS SOLUTIONS AGREEMENT](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#ASBSA) AND THESE WEBSTORE SERVICE TERMS. Unless defined in these WebStore Service Terms (including the [WebStore Definitions](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#WBADefinitions)), all capitalized terms have the meanings given them in the Business Solutions Agreement.

**W-1  Listing and Promotion.**

Each sale of Your Products through your WebStore Site is a sale by you. You will determine what is for sale on your WebStore Site, but you may not list any product on the WebStore Site that is an Excluded Product. You will ensure that you list all of Your Products in accordance with the applicable Program Policies.

**W-2  Information.**

You will, in accordance with applicable Program Policies, provide in the format we require accurate and complete WebStore Required Product Information and all other information requested by us to process payments for you and to otherwise operate your WebStore Site. You will update such information as necessary to ensure it at all times remains accurate and complete. If you provide us with any images of Your Product, you will, unless we otherwise agree, first remove any logos, text or other marking included on the image except for any logos, text or other marking that actually appears on the product. You will either: (a) upload to us the "shipping confirmation files" as required by us, including all shipment notification, shipping status and order tracking information requested by us from time to time, and any other information as requested by us to process payments based on Your Product shipment status; provided, that if you are using Fulfillment by Amazon to fulfill any of your customer orders, the terms set forth in the Fulfillment by Amazon Service Terms will apply with respect to such orders; or (b) use the Manage Your Orders tool in Seller Central to manage and upload the required "shipping confirmation files" from Seller Central. We may provide this shipment and payment related information to users of the WebStore Site. We will make available certain information and reports relating to Your Transactions as we determine and have no obligation to make available any other information. We retain the right to use mechanisms that rate, or allow users to rate, your performance as a seller, and to post such ratings and feedback on the WebStore Site and/or Amazon Site or otherwise make it publicly available. Any use on your WebStore Site of content displayed on or links to the Amazon Site will be subject to the terms of the [Amazon Associates Operating Agreement](https://affiliate-program.amazon.com/gp/associates/agreement/).

**W-3  Your Product Transactions.**

**W-3.1  General; Sale and Fulfillment.** You will be solely responsible for, and bear all risk and liability for, sourcing, storing, selling, fulfilling, and delivering all of Your Products. As such, you are responsible for any non-conformity or defects in, damage to, or theft of or claims regarding the delivery or non-delivery of Your Products. You will handle such responsibilities, and agree to complete transactions for the items that you have listed in accordance with these WebStore Service Terms and applicable Program Policies. Notwithstanding anything in this Section W-3.1, for those of Your Products that are fulfilled using Fulfillment by Amazon (if any), the Fulfillment by Amazon Service Terms will apply to our storage, fulfillment and delivery of Your Products. You will not send customers emails confirming orders of Your Products. All sales of Your Products on or through the WebStore Site will be final and may not be cancelled or revoked by you except pursuant to the applicable terms and conditions that appear on the WebStore Site. You will comply with all applicable Program Policies, including the [WebStore Service Acceptable Use Policy](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200491110&language=en_US).

**W-3.2  Order and Payment Processing.** We will process all payments, refunds and adjustments for Your Transactions. Amazon's, or one of its affiliates', name will appear on the customer's credit card statement (which may also display, at our option, your name). We will determine the time at which we process payments, refunds and adjustments for Your Transactions in our sole discretion. However, you are always the seller of record. We are acting as your payment processing agent for the limited purpose of processing payments, refunds and adjustments for Your Transactions. We may withhold for investigation, or refuse to process, any of Your Transactions. We may also restrict destinations to which you may ship Your Products sold on or through the WebStore Site. We do not need to accept any particular form of order or payment for Your Product, or honor or accept any discounts, coupons, gift certificates, or other offers or incentives made available by you. We may in our sole discretion withhold for investigation and/or to refuse to process any transaction involving Your Products or any other products or services on or through the WebStore Site. We may use the services of one or more third party, processors or financial institutions in connection with the WebStore Service(each, a "Processor"). If Sales Proceeds from Your Transactions exceed $20,000 per month for any three consecutive months, you agree to the additional terms and conditions between you and the Processor(s) set forth in the [Credit Card Association Agreement](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200491130&language=en_US). If you have entered into a separate agreement with one of our affiliates that governs order and payment processing in connection with Your Transactions, you will be subject to the terms of that agreement notwithstanding anything to the contrary in this Agreement.

**W-3.3  Fraud and Order Stops/Cancellations.** We will bear the risk of credit card fraud (i.e. fraudulent purchases arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions, except with respect to Your Transactions that you do not fulfill in accordance with the Order Information made available to you by us (including shipping Your Product only to the recipient and at the shipping address specified in the Order Information made available by Amazon), and you will bear all other risk of fraud or loss. You will promptly inform us of any changes to the product mix of Your Products or any pattern of fraudulent or other improper activities with respect to any of Your Product(s) that has resulted or may result in a higher incidence of fraud or other impropriety associated with transactions involving it (or them) than other similar products. You will stop and/or cancel orders of Your Products if we so direct (and if the customer has already been charged for such orders, you will execute refunds therefor) and will provide to us telephone and email contact information for a designated contact available during business hours whom we can contact regarding fraud, order stops and cancellations and similar concerns, who will cooperate with us and who has access and ability promptly to cancel or stop orders from being shipped.

**W-3.4  Refunds and Returns.** Except for those of Your Products, if any, that are fulfilled using Fulfillment by Amazon (in which case the Fulfillment by Amazon Service Terms will apply), you will accept and process returns of, and (using the functionality we make available to you) provide refunds and adjustments for, Your Products in accordance with these WebStore Service Terms and your policies posted on the WebStore Site at the time of the applicable sale, and you will calculate and refund any associated taxes required to be refunded. You will route all refund (and adjustment) payments through Amazon or its designated affiliate. Amazon or its designated affiliate will credit the applicable customer account, and you will reimburse Amazon for all amounts so credited. The functionality we make available to you for processing returns and adjustments may be modified or discontinued by us at any time without notice and is subject to the [Program Policies](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#ProgramPolicies) and the terms of this Business Solutions Agreement. Except for those of Your Products, if any, that are fulfilled using Fulfillment by Amazon (in which case the Fulfillment by Amazon Service Terms will apply), we have no obligation to accept any returns of any of Your Products.

**W-3.5  Delivery Errors and Nonconformities; Product Recalls.** You are responsible for any non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment and delivery of Your Products, except to the extent caused by (a) credit card fraud for which we are responsible under Section W-3.3; 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 Fulfillment by Amazon (if any), the Fulfillment by Amazon Service Terms will apply to non-delivery, misdelivery, theft or other mistake or act in connection with the fulfillment and delivery of those of Your Products. You are also responsible for any non-conformity or defect in, or any public or private recall of, any of Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Products.

**W-3.6  A-to-z Guarantee and Chargebacks.** If we inform you that we have received a claim under the "A-to-z Guarantee" (or any substantially consistent offer), or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us within seven (7) days: (a) proof of delivery of the applicable Your Product(s); (b) the applicable Amazon order identification number; and (c) a description of the applicable Your Product(s). If you fail to comply with the prior sentence, or if the claim, chargeback, or dispute is not caused by (i) credit card fraud for which we are responsible under Section W-3.3, or (ii) 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 for the amount of the customer purchase (including the Purchase Price, all associated shipping and handling charges and all taxes) and all associated credit card association, bank or other payment processing, re-presentment 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. We may require that you establish a separate reserve account (a " **Reserve**") to secure the performance of your payment obligations under this Agreement, in an amount as determined by us. Without limiting the foregoing, we may require a Reserve if you have a high rate of chargebacks, refunds, or other indicia of performance problems related to your use of the WebStore Service. The Reserve will be in an amount as determined by us to cover anticipated chargebacks or credit risk based on your processing history or such amount designated by our Processor(s).

**W-4  Customer Service.**

**W-4.1  General.** The provisions in this Section W-4 apply only in connection with sales of Your Products through the WebStore Site that are not fulfilled using Fulfillment by Amazon. For customer service obligations pertaining to sales of Your Products using Selling on Amazon or sales of Your Products fulfilled using Fulfillment by Amazon, the Service Terms applicable to those Services will apply. You will refer customer issues to us according to the responsibilities below, in a timely, professional and courteous manner and at the applicable "[Contact Us](https://www.amazon.com/gp/help/contact-us/general-questions.html/)" form, email address and/or phone number provided for such purpose by us. You will not establish direct phone or email transfer functionality of customer service contacts to us, forward customer emails to us, or disclose our customer service contact information unless in response to a customer contact concerning a customer service issue for which we are responsible under these WebStore Service Terms.

**W-4.2  Our Customer Service Responsibilities.** As between you and us, we will be solely responsible for all customer service issues relating to payment, credit card processing, debiting or crediting, and the "A-to-z Guarantee".

**W-4.3  Your Customer Service Responsibilities.** Unless provided otherwise elsewhere in these WebStore Service Terms, you will be solely responsible for all customer service issues relating to Your Products (including pricing, rebates, item information, availability, technical support, functionality and warranty), Your Product order fulfillment and shipping and handling, Your Product order cancellation by you or any customer, returns, refunds and adjustments, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us.

**W-5  Data and Communications.** We and you will co-own all the Customer Account Information and WebStore Transaction Information. Neither you nor we will need to pay any royalties or account to the other in connection with your or our use of any Customer Account Information or WebStore Transaction Information. You and your affiliates will: (a) at all times comply with all Laws, including any Law related to the use of this type of information; and (b) comply with any applicable policies posted on the WebStore Site regarding use of this transaction and customer data. We are not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network you or your customers may utilize, including without limitation in connection with the provision of the WebStore Service; or the back up of any of your files or data.

**W-6  Pricing and Remittance.**

**W-6.1  Your Product Pricing and Terms of Sale Generally.** You are free to determine the price for each of Your Products listed for sale on your WebStore Site.

**W-6.2  Shipping & Handling Charges.** You will determine shipping and handling charges for Your Products sold on or through the WebStore Site, but will comply with any shipping and handling charge Program Policies. If Your Product is fulfilled using Fulfillment by Amazon, this section will not apply and the Fulfillment by Amazon Service Terms will apply.

**W-6.3  Remittance and Compensation.**

**W-6.3.1  Fees; Remittance of Sales Proceeds.** You will pay us: (a) applicable WebStore Referral Fees; and (b) the applicable non-refundable WebStore Subscription Fee(s) in advance for each month of the term of this Agreement. **"WebStore Subscription Fee"** means the applicable fee(s) specified on the [WebStore Fee Schedule](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200448420&language=en_US) at the time such fee is payable. With respect to each of Your Transactions: (x) **"Sales Proceeds"** has the meaning set out in the General Terms of the Business Solutions Agreement; and (y) **"WebStore Referral Fee"** means the applicable percentage of Sales Proceeds from Your Transaction through the WebStore Site specified on the [WebStore Fee Schedule](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=200448420&language=en_US) at the time of Your Transaction. We will remit to you on a bi-weekly (14-day) (or at our option, more frequent) basis any WebStore Sales Proceeds collected by us but not previously remitted to you as of the date that is two (2) business days prior to the date of remittance (the **"Remittance Calculation Date"**), less: (aa) the WebStore Referral Fees due for such sums; and (bb) any WebStore Subscription Fees due. You will accept our remittances under the previous sentence as payment in full for the sale and shipping and handling of Your Products.

**W-6.3.2  Refunds.** If you refund money to a customer in connection with Your Transaction, and the refund is routed through us, we will refund to you the amount of the WebStore Referral Fee paid by you to us attributable to the amount of the customer refund (excluding any refunded taxes), less the lower of (a) five dollars ($5) or (b) twenty percent (20%) of the WebStore Referral Fee, which we may retain as an administrative fee. We will remit any amounts to be refunded by us under this subsection from time to time together with the next remittance to be made by us to you pursuant to subsection W-6.3.1 above.

**W-7  Provision and Use of the WebStore Service.**

**W-7.1 Control of the WebStore Service.** We reserve the right to determine and control all aspects (including all functionality) of the WebStore Service and the Amazon Materials as well as the right to re-design, modify and remove any or all aspects of them.

**W-7.2  License to the WebStore Service and Amazon Materials.** Subject to this Agreement (including, but not limited to, Section W-7.3 (License Restrictions)), we grant you a limited, revocable, non-sublicenseable, non-assignable, non-exclusive and royalty-free license to: (a) access and use the WebStore Service and the Amazon Materials in the manner permitted by this Agreement; (b) install, copy, and use any Amazon Materials we may provide, solely in conjunction with your access to and use and operation of your WebStore Site; and (c) enable the access to and use of your WebStore Site by customers.

**W-7.3  License Restrictions.** You may not and may not authorize any other party to do the following to or with the WebStore Service, the WebStore Site or the Amazon 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 WebStore Service or any Amazon Materials be disclosed, licensed, distributed or otherwise made available to anyone; or (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them. In addition to any other rights or remedies that we may have, any use in violation of this section will immediately terminate your right to use the WebStore Service, the WebStore Site and the Amazon Materials.

**W-7.4  Ownership; Reservation of Rights.** You acknowledge and agree that we (or our licensors, as applicable) own all right, title and interest in and to the WebStore Service, the Amazon Materials, and Amazon Trademarks, and, except as explicitly included in this Agreement, you do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in or to the WebStore Service, the Amazon Materials, any Amazon Trademarks, or any other intellectual property or technology that we provide or use in connection with the WebStore Service. All licenses not expressly granted in these WebStore Service Terms are reserved and no other licenses, immunity or rights, express or implied are granted by us, by implication, estoppels or otherwise.

**W-7.5  URLs.**

**W-7.5.1  General.** Except as provided in Section W-7.5.2, you will be responsible for securing all rights to the URL(s) for the WebStore Site, including maintaining the registration for the URLs with your domain name registrars. You will comply with our requirements regarding the URL(s) and its administration with the registrar so that we can provide the WebStore Service to you. You represent and warrant that the URLs used in connection with the WebStore Site does not violate any intellectual property rights or any other proprietary rights of any person. Except in connection with any URL provided by us as described in Section W-7.5.2, you will not include "amazon", or any other Amazon Trademark or any variation or misspelling similar thereto in any URL used in connection with the WebStore Site, or otherwise.

**W-7.5.2  Amazon Provided URL.** We may provide you with a URL to use in connection with your WebStore Site. If you choose to use it you will comply with our requirements for its administration.

**W-7.6  Messaging.** We will have the right to determine the use of any Amazon Trademarks and any messaging or notice on the WebStore Site, for example, we will control how our role in processing orders and payments is explained to the customer, and (if applicable) how our "A-to-z Guarantee" is described. The WebStore Site will also display privacy and customer account use and creation messaging, which will include any terms we may require. At a minimum, you will ensure that your privacy policy discloses that you use third party service providers to provide your WebStore Site and that your third party service providers will have access to customer information. Should we allow or require you to include any Amazon Trademarks or messaging, you will do so strictly in accordance with instructions we provide to you.

**W-8  Effect of Termination.**

Your termination rights are set forth in [Section 3 of the General Terms of the Business Solutions Agreement](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#TermTermination). Upon any termination of the term of the Business Solutions Agreement or these WebStore Service Terms, all rights and obligations of the parties under these WebStore Service Terms will terminate, except that: the rights and obligations of the parties under Sections W-2, W-3, W-4, W-5, W-6 and W-8 with respect to Your Transactions occurring prior to termination will survive such termination.

**W-9  Miscellaneous.**

**Your Representations; Compliance with Laws.** In addition to your representation and warranties in Section 5 of the Business Solutions Agreement, you hereby represent and warrant to us that: (a) all of Your Products and their packaging comply and will comply with all applicable marking and labeling requirements required by law; (b) none of Your Products are or will be produced or manufactured, in whole or in part, by child labor or by convict or forced labor; (c) you and all of your subcontractors, agents and suppliers involved in producing or delivering Your Products will strictly adhere to all applicable Laws of Your Elected Country, its territories and all other countries where Your Products are produced or delivered, regarding the operation of their facilities and their business and labor practices, including without limitation working conditions, wages, hours and minimum ages of workers; (d) you will not, unless we otherwise agree, redirect any customers or prospective customers from the WebStore Site into any other sales channel, and will not use the WebStore Service for any purpose other than the offering or sale of Your Products as contemplated hereunder; (e) Your Materials, Your Products and your offer and subsequent sale of any of the same complies with all applicable Laws (including all marking and labeling requirements) and do not contain any defamatory, obscene or sexually explicit materials (except to the extent expressly permitted under applicable Program Policies); (f) you will ensure that Your Transactions are made at no less than fair value under the antidumping laws of the United States and will otherwise comply with the antidumping laws of the United States, its territories and of all other countries where Your Products are produced, delivered, or intended to be sold; (g) in connection with the WebStore Service or your WebStore Site, you will not separately ask for or require any customers or prospective customers to provide any credit card, debit card, bank account, or other information related to a payment method; and (h) you will not, without our prior consent, use any third party payment service for the processing of payments for transactions associated with your WebStore Site.

**WebStore Definitions**

**"Amazon Functionality"** means all techniques, know-how, features and functionality specific to development of a website presence to display products loaded into the Amazon platform, including the following features and functions: search, browse, product detail display, shopping cart and credit card transaction processing, order/account lookup, and storefront administration & merchandising.

**"Amazon Materials"** means: (a) the Amazon Functionality (including, without limitation, all techniques, know-how, algorithms, materials, specifications and source code related thereto); and (b) all WebStore Service-related product information, APIs, and any distinctive trade dress and trade styles (including, without limitation, color schemes), proprietary fonts, and the design, formatting, organization and structure of screens and other elements included within the WebStore Site.

**"Amazon Product"** means any products that are sold and fulfilled by Amazon (or one of its affiliates) on its own behalf.

**"Amazon Transaction"** means the sale of any Amazon Product through the WebStore Site for which Amazon (or its affiliate) receives Amazon Transaction Revenues.

**"Amazon Transaction Revenues"** means: (a) the aggregate revenues (excluding taxes, bad debt, gift-wrapping charges, shipping and handling charges, or services charges and credit card processing fees) derived by Amazon and its affiliates from sales of Amazon Products through the WebStore Site as provided herein; less (b) any revenues attributable to returned Amazon Products, if such revenues previously were included in "Amazon Transaction Revenues".

**"Customer Account Information"** means the following non-transaction-specific information you receive from Amazon prior to the expiration or termination of this Agreement with respect to customer accounts created or otherwise used to purchase Your Products on the WebStore Site: customer name, physical address, e-mail address and phone numbers. Notwithstanding the foregoing and for the avoidance of doubt, Customer Account Information does not include: (a) any WebStore Transaction Information; (b) any credit card, other account or identifying number of, or any other information specifically concerning, any payment instrument or method; (c) sign-in credentials; (d) information that pertains specifically to functionality of the WebStore Site (e.g., personalization settings); or (e) user clickstream information.

**"Public Software"** means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL); Lesser/Library GPL (LGPL), or Free Documentation License; (b) The Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Sun Community Source License (SCSL); (f) the Sun Industry Standards License (SISL); (g) the BSD License; and (h) the Apache License.

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

**"WebStore Launch Date"** means the date on which any of Your Products are first listed for sale on the WebStore Site.

**"WebStore Required Product Information"** means with respect to each of Your Products, the following: (a) a description of Your Product; (b) the UPC code (unless we otherwise agree) and SKU number for Your Product and such other identifying information related thereto as we may reasonably request; (c) information regarding the in-stock status, shipping availability period or shipping availability date, and Your shipping limitations or requirements (in each case, in accordance with any categorizations we prescribe from time to time); (d) the categorization of Your Product within each Amazon browse structure applicable thereto we prescribe from time to time; (e) a digitized image of Your Product (provided that you will first remove any logos, text or other marking included on such image except to the extent that such logos, text or other marking actually appear on Your Product); (f) the price for Your Product; (g) any text, disclaimers, warnings, notices, labels or other content required by applicable law to be displayed in connection with the offer, merchandising, advertising or sale of Your Product; (h) 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; (i) brand; (j) model; (k) product dimensions; (l) weight; (m) a delimited list of technical specifications; (n) UPC code and SKU number (and other identifying information as Amazon may reasonably request) for accessories related to Your Product that are available in Amazon's catalog; and (o) any other information we reasonably request (e.g., the condition of used or refurbished products).

**"WebStore Transaction Information"** means the following information you receive from Amazon associated with any orders of Your Product through your WebStore Site: total transaction amount; order ID#; order item code; SKU; product name; quantity; price; and adjustments. Notwithstanding the foregoing and for the avoidance of doubt, WebStore Transaction Information does not include: (a) any Customer Account Information; (b) sign-in credentials; (c) user click-stream information; or (d) any credit card or other account or identifying number of, or any other information specifically concerning, any payment instrument or method.

**Fulfillment by Amazon Service Terms**

Fulfillment by Amazon (**"FBA"**) provides fulfillment and associated services for Your Products.

These FBA Service Terms are part of the Amazon Services Business Solutions Agreement (**"Business Solutions Agreement"**), and, unless specifically provided otherwise, concern and apply only to your participation in FBA. BY REGISTERING FOR OR USING FBA, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY [THE BUSINESS SOLUTIONS AGREEMENT](https://sellercentral.amazon.com/gp/on-board/help-content.html?ie=UTF8&agreementID=&hasCloseButton=1&hasPrintButton=1&helpNodeID=&invitationID=&isOnlineMapa=&localizationKey=ATVPDKIKX0DER&mapaAcceptanceDate=&marketplaceID=ATVPDKIKX0DER&repeatButtonsAtEnd=1&showTitles=1&tokens=agreement.MERCHANT_SILVER#ASBSA) AND THESE FBA SERVICE TERMS. Unless defined in these FBA Service Terms, all capitalized terms are as defined in the Business Solutions Agreement. You expressly agree that Amazon may engage its affiliate(s) or a third party in order to complete one or more of the fulfillment and associated services outlined below.

If Your Elected Country is Japan, the following applies to you: Notwithstanding anything to the contrary in the Business Solutions Agreement, if there should be any subject matter specified in the "Standard Storage Bailment Terms and Conditions (Hyoujun Soko Kitaku Yakkan – Otsu)" that is not specified in the Business Solutions Agreement, including these FBA Service Terms, upon your request, such provision will be determined by discussion and mutual agreement of the parties.

**Fulfillment Services**

**F-1  Your Products**

Once you are accepted into FBA, you must apply to register each product you sell that you wish to include in the FBA 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 in the format we require accurate and complete information about Your Products registered in FBA, and will provide Fulfillment Requests for any Units fulfilled using FBA that are not sold through the Amazon Site (**"Multi-Channel Fulfillment 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 fulfillment centers located within Your Elected Country, to be delivered to customers in Your Elected Country only. 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) and Amazon will not pay any shipping costs except as provided in Section F-3.2. You are responsible for payment of all customs, duties, taxes and other charges. In the case of any improperly packaged or labeled Unit, we may return the Unit to you at your expense (pursuant to Section F-7) or re-package or re-label the Unit and charge you an administrative fee.

**F-3.2** You will not deliver to us, and we may refuse to accept, any shipment or Unsuitable Unit. We may return or dispose of any Unsuitable Unit as provided in Section F-7 (and you will be deemed to have consented to such action): (a) immediately if we determine in our sole discretion that the Unit creates a safety, health or liability risk to Amazon, our personnel or any third party; (b) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days after we notify you that the Unit has been recalled; or (c) except as otherwise provided in this Section F-3.2, if you fail to direct us to return or dispose of any Unsuitable Unit within ninety (90) days after we notify you that we are in possession of it. In addition, you will reimburse us for any expenses we incur in connection with any Unsuitable Units.

**F-3.3** If Your Elected Country is the United States, we may, at our option, allow you to ship Units at your expense (as described in Section F-9.2) to fulfillment centers 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, 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. You will not use our carrier account information (e.g., 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 Business Solutions Agreement. As between you, us and our carrier, you will be the shipper of record, and we will be the payer of record with respect to all Units shipped to us 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 hereby authorize the applicable carrier to provide us with all shipment tracking information.

**F-3.4** If you ship Units from outside of Your Elected Country to fulfillment centers, 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 fulfillment center. We will not be required to physically mark or segregate Units from other inventory units (e.g., products with the same Amazon standard identification number) owned by us, our affiliates or third parties in the applicable fulfillment center(s). If we elect to commingle Units with such other inventory units, both parties agree that our records will be sufficient to identify which products are Units. We may move Units among facilities. If there is a loss of or damage to any Units while they are being stored, we will, as your sole remedy, pay you the Replacement Value (as described and defined in the [FBA Guidelines](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=53921)) and you will, at our request, provide us a valid tax invoice for the Replacement Value paid to you. If we pay you the Replacement Value of a Unit, we will be entitled to dispose of the Unit pursuant to Section F-7. Payment of the Replacement Value is our total liability for any duties or obligations that we or our agents or representatives may have as a bailee or warehouseman, and your only right or remedy that you may have as a bailor. At all other times, you will be solely responsible for any loss of, or damage to, any Units. Our confirmed receipt of delivery does not: (a) indicate or imply that any Unit has been delivered free of loss or damage, or that any loss or damage to any Unit later discovered occurred after confirmed receipt of delivery; (b) indicate or imply that we actually received the number of Units of Your Product(s) specified by you for such shipment; or (c) waive, limit or reduce any of our rights under the Business Solutions Agreement. We reserve the right to impose, and change from time to time, scheduling restrictions and volume limitations on the delivery and storage of your inventory in fulfillment centers, and you will comply with any of these restrictions or limitations.

**F-5  Fulfillment**

As part of our fulfillment services, we will ship Units from our inventory of Your Products to the shipping addresses in Your Elected Country included in valid customer orders, or submitted by you as part of a Fulfillment 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 Fulfillment Request. If Your Elected Country is the United States and you elect to participate in our export fulfillment services, we will also ship Your Products that we determine to be eligible (each, a "Foreign-Eligible Product") to Foreign Addresses within countries we determine to be eligible for foreign shipments, subject to the additional terms on foreign shipments in the [FBA Guidelines](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=53921).

**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 Fulfillment Units in accordance with the Business Solutions Agreement (including the applicable Program Policies).

**F-6.2** We will receive and process returns of any Amazon Fulfillment Units that were shipped to addresses within Your Elected Country in accordance with the terms of your Seller Agreement, these FBA Service Terms and the Program Policies. Any Sellable Units that are also Amazon Fulfillment Units and that are properly returned will be placed back into the inventory of Your Products in the FBA Program. We may fulfill customer orders for Your Products with any returned Amazon Fulfillment Units. Except as provided in Section F-7, you will retake title of all Units that are returned by customers.

**F-6.3** Except as provided in Section F-5, we will, at your direction, either return or dispose of any Selling on Amazon Unit that is returned to us and that we determine is an Unsuitable Unit as provided in Section F-7. Without limitation of our rights under Section F-7.1, we may elect to return or dispose of that Unsuitable Unit as provided in Section F-7, and you will be deemed to have consented to our election if you fail to direct us to return or dispose of the Unsuitable Unit within ninety (90) days after we notify you of the Unsuitable Unit.

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

**F-7  Returns to You and Disposal**

**F-7.1** You may, at any time, request that Units be returned to you. We may return Units to you for any reason, including upon termination of these Service Terms. These returned shipments will be sent to your designated shipping address that is within Your Elected Country. If we have an outdated, incorrect or international address for you, or if we cannot make arrangements for you to pay for the return shipment, the Unit(s) will be deemed abandoned and we may elect to dispose of the Unit(s) as provided herein.

**F-7.2** You may, at any time, request that we dispose of Units. We may dispose of any Unit we are entitled to dispose of in the manner we prefer. Title to each disposed Unit will transfer to us at no cost to us as necessary for us to dispose of the Unit, and we will retain all proceeds, if any, received from the disposal of any Unit.

**F-7.3** You will promptly notify us of any recalls or threatened recalls of any of Your Products and cooperate and assist us in connection with any recalls, including by initiating the procedures for returning items to you under our standard processes. You will be responsible for all costs and expenses you, we or any of our or your affiliates incur in connection with any recall or threatened recall of any of Your Products (including the costs to return, store, repair, liquidate or deliver to you or any vendor any of these products).

**F-8  Customer Service**

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

**F-8.2** We will be responsible for and have sole discretion regarding all customer service issues relating to packaging, handling and shipment and customer returns, refunds and adjustments related to Amazon Fulfillment Units. We will have the right to determine whether a customer will receive a refund, adjustment or replacement for any Amazon Fulfillment Unit and to require you to reimburse us where we determine you have responsibility in accordance with the Business Solutions Agreement (including these Service Terms and the Program Policies). Except as provided in this Section F-8 regarding any Amazon Fulfillment Units, customer service will be handled as set forth in your Seller Agreement.

**F-8.3** In situations relating to Amazon Fulfillment Units where the wrong item was delivered or the item was damaged or lost or is missing, unless we determine that the basis for such request is caused by you or any of your employees, agents or contractors, we will, as your sole and exclusive remedy and at our option: (a) for any Amazon Fulfillment Unit, (i) ship a replacement Unit to the customer and pay you the Replacement Value (as described in the [FBA Guidelines](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=53921)) for the replacement Unit, or (ii) process a refund to the customer and pay you the Replacement Value for the Unit; or (b) for any Multi-Channel Fulfillment Unit, pay you the Replacement Value for the Unit (and you will, at our request, provide us a valid tax invoice for the Replacement Value paid to you). Any customer refund will be processed in accordance with the Selling on Amazon 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 Service Terms, respectively. Except as expressly provided in this Section F-8.3, you will be responsible for all costs associated with any replacement or return.

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

**F-9  Compensation for Fulfillment Services**

**F-9.1  Handling and Storage Fees.** You will pay us the applicable fees set forth in the Fulfillment by Amazon [Fee Schedule](http://www.amazon.com/gp/seller/fba/fba_pricing.html/). You will be charged the Storage Fees beginning on the day (up to midnight) that the Unit arrives at a fulfillment center and is available for fulfillment 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 Fulfillment Units we will determine the amounts charged to the customer for shipping and gift wrap services for the Units that we fulfill 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 "Super Saver Shipping" promotion, the amounts charged to the customer for shipping the Selling on Amazon Units that Amazon fulfills 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 Your Elected Country is the United States and 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.

**F-9.3  Proceeds.** We may keep all proceeds of any Units that we dispose of or to which title transfers, including returned, damaged or abandoned Units. You will have no security interest, lien or other claim to the proceeds that we receive in connection with the sale, fulfillment and/or shipment of these Units.

**F-10  Indemnity**

In addition to your obligations under Section 6 of the Business Solutions Agreement, you also agree to indemnify, defend and hold harmless us, our affiliates and their and our respective officers, directors, employees, representatives and agents against any Claim that arises out of or relates to: (a) the Units (whether or not title has transferred to us, and including any Unit that we identify as yours pursuant to Section F-4 regardless of whether such Unit is the actual item you originally sent to us), including any personal injury, death or property damage; (b) the shipment, export or delivery of Your Products to Foreign Addresses (including with respect to any classification data and other information provided by you to us in connection therewith, and notwithstanding any rights we have under Section F-5 or any certifications we may make in connection with the shipment, export or delivery of Your Products); (c) any of Your Taxes or the collection, payment or failure to collect or pay Your Taxes; and, if applicable (d) any sales, use, value added, personal property, gross receipts, excise, franchise, business or other taxes or fees, or any customs, duties or similar assessments (including penalties, fines or interest on any of the foregoing) imposed by any government or other taxing authority in connection with the shipment of Foreign-Eligible Products to Foreign Addresses (collectively, **"Foreign Shipment Taxes"**).

**F-11  Release**

You hereby, on behalf of yourself and successors, subsidiaries, affiliates, officers, directors, shareholders, employees, assigns and any other person or entity claiming by, through, under or in concert with them (collectively, the **"Releasing Parties"**), irrevocably acknowledge full and complete satisfaction of and hereby unconditionally and irrevocably release and forever fully discharge Amazon and each of its affiliates, and any and all of their predecessors, successors, and affiliates, past and present, as well as each of their partners, officers, directors, shareholders, agents, employees, representatives, attorneys, and assigns, past and present, and each of them and all Persons acting by, through, under or in concert with any of them (collectively, the **"Released Parties"**), from any and all claims, obligations, demands, causes of action, suits, damages, losses, debts or rights of any kind or nature, whether known or unknown, suspected or unsuspected, absolute or contingent, accrued or unaccrued, determined or speculative (collectively, **"Losses"**) which the Releasing Parties now own or hold or at any time heretofore have owned or held or in the future may hold or own against the Released Parties, or any of them, arising out of, resulting from, or in any way related to the shipment, export or delivery of Your Products to Foreign Addresses, including any tax registration or collection obligations. You, on behalf of yourself and all other Releasing Parties, recognize that you, and each of them, may have some Losses, whether in tort, product liability, contract, warranty or otherwise, against the Released Parties of which you, or any of them, are totally unaware and unsuspecting, or which may arise or accrue after the date you register for these FBA Service Terms, which the Releasing Parties are giving up by agreeing to these FBA Service Terms. It is your intention in agreeing to these FBA Service Terms that these FBA Service Terms will deprive the Releasing Parties of each and all such Losses and prevent the Releasing Party from asserting any such Losses against the Released Parties, or any of them. In furtherance of the intentions set forth herein, you hereby acknowledge, on behalf of yourself and all other Releasing Parties that you are familiar with Section 1542 of the Civil Code of the State of California, as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

You, on behalf of yourself and all other Releasing Parties, hereby expressly waive and relinquish any rights that you had or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the law of any other jurisdiction, to the full extent that you may lawfully waive all such rights pertaining to the subject matter of this FBA Service Terms.

**F-12  Disclaimer**

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE BUSINESS SOLUTIONS AGREEMENT, WE HEREBY DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER UNITED STATES 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.

**F-13  Effect of Termination**

Following any termination of the Business Solutions Agreement or these FBA Service Terms, we will, as directed by you, 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 ninety (90) days 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 will be deemed to have consented to this. 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 under Sections F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-11, F-12 and F-13 with respect to Units received or stored by Amazon as of the date of termination will survive the termination.

**F-14  Tax Matters**

You understand and acknowledge that storing Units at fulfillment centers may create tax nexus for you in any country, state, province, or other localities in which your Units are stored, and you will be solely responsible for any taxes owed as a result of such storage. If any Foreign Shipment Taxes or Your Taxes are assessed against us as a result of performing services for you in connection with the FBA 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 F-10 of these FBA Service Terms.

**F-15  Additional Representation**

In addition to your representations and warranties in Section 5 of the Business Solutions Agreement, you represent and warrant to us that: (a) you have valid legal title to all Units and all necessary rights to distribute the Units and to perform under these FBA Service Terms; (b) you will deliver all Units to us in new condition (or in such condition otherwise described by you in the applicable Your Product listing) and in a merchantable condition; (c) all Units and their packaging will comply with all applicable marking, labeling and other requirements required by Law; (d) no Unit is or will be produced or manufactured, in whole or in part, by child labor or by convict or forced labor; (e) you and all of your subcontractors, agents and suppliers involved in producing or delivering Units will strictly adhere to all applicable Laws of Your Elected Country, its territories and all other countries where Units are produced or delivered, regarding the operation of their facilities and their business and labor practices, including working conditions, wages, hours and minimum ages of workers; and (f) that all Foreign-Eligible Products (i) can be lawfully exported from Your Elected Country or the United States, as applicable, without any license or other authorization, and (ii) can be lawfully imported into, and comply with all applicable Laws of, any Eligible Country.

**FBA Definitions**

**"Amazon Fulfillment Units"** means Units fulfilled using FBA that are sold through the Amazon Site. For avoidance of doubt, if you have successfully registered for both the FBA and Selling on Amazon Services, then the term "Amazon Fulfillment 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 [Program Policies](https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html/?itemID=1801&language=en_US).

**"Foreign Address"** means (a) if Your Elected Country is the United States, any mailing address that is not (i) within the fifty states of the United States or Puerto Rico, or (ii) an APO/FPO address; and (b) if Your Elected Country is not the United States, any mailing address that is not within Your Elected Country.

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

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

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

**"Seller Agreement"** means the Selling on Amazon Service Terms, the Merchants@ Program Agreement, the Marketplace Participation Agreement, any successor to any of these agreements, or any other similar agreement (as determined by Amazon) between you and us that permits you to list and sell products 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, or lacking required label(s); (b) the labels for which were not properly registered with Amazon before shipment or do not match the product that was registered; (c) that is an FBA Excluded Product or does not comply with the Business Solutions Agreement (including applicable Program Policies); (d) that Amazon determines is unsellable or unfulfillable; or (e) that Amazon determines is otherwise unsuitable.

**Note:** Based on your agreement with Amazon, other or additional terms may apply.