AMAZON VENDOR SITE TERMS

Last updated: May 2015

Welcome to the Amazon Vendor Site. Amazon Services LLC and its affiliates (“we”, “our”, “us” or “Amazon”) provide the site, services, and content available through this site (collectively, “Vendor Services”) subject to the following terms of use (“Site Terms”). By visiting this site or using any Vendor Services, you accept these Site Terms. Please read them carefully. In addition, when you use any Vendor Service, you also will be subject to any additional agreements, policies, and guidelines governing your use of that Vendor Service (collectively, the “Additional Terms”). To the extent there is a conflict between these Site Terms and any Additional Terms, the Additional Terms will control.

ELECTRONIC COMMUNICATIONS

When you use any Vendor Service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through the other Vendor Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any Vendor Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property or the property of our suppliers and protected by United States and international copyright and other intellectual property laws. The compilation of all content included in or made available through any Vendor Service is our exclusive property and protected by U.S. and international copyright laws.

TRADEMARKS

Click here to see a non-exhaustive list of our trademarks. In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Vendor Service are our trademarks or trade dress in the U.S. and other countries. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. All other trademarks not owned by us that appear in any Vendor Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

PATENTS

One or more patents owned by us apply to the Vendor Services. Portions of the Vendor Services operate under license of one or more patents. Click here to see a non-exhaustive list of applicable Amazon patents and applicable licensed patents.
LICENSE AND SITE ACCESS

Subject to your compliance with these Site Terms and any Additional Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of the Vendor Services solely for purposes of selling your products to us (such purpose, the “Permitted Purpose”). This license does not include any resale or other commercial use of any Vendor Services; any derivative use of any Vendor Services; any downloading or copying of account information for the benefit of another person; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Site Terms or any Additional Term are reserved and retained by us or our licensors, suppliers, publishers, rightsholders, or other content providers. Unless otherwise specified by us in a separate license, your right to use any software, data, documentation or other materials that you access or download through any Vendor Services is subject to these Site Terms and any applicable Additional Terms.

No Vendor Service nor any part of any Vendor Service may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose other than the Permitted Purpose without our express written consent. You may not frame or utilize framing techniques to enclose our trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express written consent. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks without our express written consent. You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the software, data, documentation or other materials that you access or download through any Vendor Service, whether in whole or in part, or create any derivative works from or of any of them. You may use the Vendor Services only as permitted by law. The licenses granted by us terminate if you do not comply with these Site Terms or any Additional Terms.

YOUR ACCOUNT AND ACTIVITY ON THIS SITE

If you use any Vendor Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computers and other applicable devices. We may provide the ability for you to grant additional users access to your account under separate user names and passwords. You agree that you are responsible for all activities that occur under your account or password, including all activities that occur under any user name you grant access to your account. You will ensure that all users granted access to your account comply with these Site Terms. The Vendor Services are not intended for use by children. We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

YOUR LICENSE

If you submit any material through the Vendor Services other than Product Information (as such term is defined in the Additional Terms), you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant us and our sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate these Site Terms and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content
you supply. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content submitted by you or any third party.

**CERTAIN DESCRIPTIONS**

We attempt to be as accurate as possible. However, we do not warrant that descriptions of services, content or other materials available through the Vendor Services are accurate, complete, reliable, current, or error-free.

**OTHER BUSINESSES**

Parties other than us may provide services on or through the Vendor Services. In addition, we may provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their conditions of use.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE VENDOR SERVICES, AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE VENDOR SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE VENDOR SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH VENDOR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF ANY VENDOR SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE VENDOR SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH VENDOR SERVICES, OUR SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM US OR ON OUR BEHALF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY VENDOR SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY VENDOR SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**DISPUTES**
Any dispute or claim arising out of or otherwise relating to these Site Terms, any Additional Terms, or your use any Vendor Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

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 these Site Terms and any applicable Additional Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. 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 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. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any Vendor Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Site Terms and any dispute arising out of or otherwise relating to these Site Terms, any Additional Terms, or your use of any Vendor Service.

MODIFICATIONS AND SEVERABILITY

We reserve the right to make changes to this site and the other Vendor Services, these Site Terms, and the Additional Terms, at any time without notice to you. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. We may assign these Site Terms, in whole or in part, at any time without notice to you. You may not assign these Site Terms, or assign, transfer or sublicense your rights, if any, in the Vendor Services.

OUR ADDRESS
Amazon Services LLC
8329 West Sunset Road, Suite 220
Las Vegas, NV 89113
**How to Serve a Subpoena**

If you have a subpoena to serve on Amazon, please note that we do not accept service via e-mail or fax and will not respond to the subpoena. All subpoenas must be properly served on Amazon.com, preferably by mailing the subpoena to Corporation Service Company (CSC), our national registered agent. Please find below the Washington address for CSC (the CSC office in your jurisdiction may be located through the Secretary of State’s website):

Amazon.com, Inc.
Corporation Service Company
300 Deschutes Way SW, Suite 304
Tumwater, WA 98501
Attn: Legal Department – Subpoena

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request.