

i. Seller code of conduct

This policy requires that sellers act fairly and honestly on Amazon to ensure a safe buying and selling experience. All sellers must:

- Provide accurate information to Amazon and our customers at all times
- Act fairly and not misuse Amazon's features or services
- Not attempt to damage or abuse another Seller, their listings or ratings
- Not attempt to influence customers' ratings, feedback, and reviews
- Not send unsolicited or inappropriate communications
- Not contact customers except through Buyer-Seller Messaging
- Not attempt to circumvent the Amazon sales process
- Not operate more than one selling account on Amazon without a legitimate business need

Violating the Code of Conduct or any other Amazon policies may result in actions against your account, such as cancellation of listings, suspension or forfeiture of payments, and removal of selling privileges. More details about these policies are below.

ii. Accurate Information

You must provide accurate information to Amazon and our customers, and update the information if it changes. For example, this means that you must use a business name that accurately identifies your business and list your products in the correct category.

iii. Acting Fairly

You must act fairly and lawfully and may not misuse any service provided by Amazon. Examples of unfair activities include:

- Providing misleading or inappropriate information to Amazon or our customers, such as by creating multiple detail pages for the same product or posting offensive product images
- Manipulating sales rank (such as by accepting fake orders or orders that you have paid for) or making claims about sales rank in product titles or descriptions
- Attempting to increase the price of a product after an order is confirmed
- Artificially inflating web traffic (using bots or paying for clicks, for example)
- Attempting to damage another Seller, their listings or ratings
- Allowing other people to act on your behalf in a way that violates Amazon's policies or your agreement with Amazon

iv. Ratings, Feedback, and Reviews

You may not attempt to influence or inflate customers' ratings, feedback, and reviews. You may request feedback and reviews from your own customers in a neutral manner, but may not:

- Pay for or offer an incentive (such as coupons or free products) in exchange for providing or removing feedback or reviews
- Ask customers to write only positive reviews or ask them to remove or change a review
- Solicit reviews only from customers who had a positive experience
- Review your own products or a competitors' products

v. Communications

You may not send unsolicited or inappropriate messages. All communications to customers must be sent through Buyer-Seller Messaging and be necessary for fulfilling the order or providing customer services. Marketing communications are prohibited.

vi. Customer Information

If you receive customer information such as addresses or phone numbers to fulfill orders, you may use that information only to fulfill orders and must delete it after the order has been processed. You may not use customer information to contact customers (except through Buyer-Seller Messaging) or share it with any third-party.

vii. Circumventing the Sales Process

You may not attempt to circumvent the Amazon sales process or divert Amazon customers to another website. This means that you may not provide links or messages that prompt users to visit any external website or complete a transaction elsewhere.

viii. Multiple Selling Accounts on Amazon

You may only maintain one Seller Central account for each region in which you sell unless you have a legitimate business need to open a second account and all of your accounts are in good standing. If any of your accounts are not in good standing, we may deactivate all of your selling accounts until all accounts are in good standing.

Examples of a legitimate business justification include:

- You own multiple brands and maintain separate businesses for each
- You manufacture products for two distinct and separate companies
- You are recruited for an Amazon program that requires separate accounts

ix. Filing Infringement Notices as an Agent or Brand Protection Agency

Amazon understands that many brands may choose to have brand protection agencies or agents report intellectual property infringement on their behalf and accepts submissions from authorized agents. However, Amazon does not permit individuals with active selling accounts to file infringement notices as

an agent of a brand when the filing of those notices could benefit their own selling account (through removing competing listings, for example). Any sellers filing notices as an agent to benefit their own status as a seller may have their selling account terminated.

x. **Communication Guidelines**

As part of selling on the Amazon store, sellers communicate with buyers both directly and indirectly. Amazon requires that sellers follow the guidelines below for any communication with buyers. The Communication Guidelines policy is meant to protect buyers from fraud and abuse, and to protect you from unscrupulous actions from your competitors. Raising the bar for all communications to buyers benefits all our selling partners, resulting in a stronger marketplace.

xi. Direct communication

Order status messages

- **Problem with order messages:** You must communicate with buyers if the product ordered is not available to be shipped. Firstly, adjust the full order amount using **Manage orders** in Seller Central or via an Order Adjustment feed. You must use NoInventory or CouldNotShip as the reason codes for the adjustment as necessary. Secondly, follow these directions and select **Problem with order** to communicate with the buyer about your inability to fulfill the order. The message must contain a confirmation that the order amount was adjusted with the appropriate reason for the unavailability of the items. If you think you can fulfill the order but the shipment will be delayed beyond the advertised availability, you must notify the buyer about the delay. If the buyer decides to cancel the order, you should then start the refund process.

Note: Do not contact the buyer and request that they submit a cancellation request when you are out of stock.

- **Return-related messages:** You must process refunds for the order amount (minus any charges) using either **Manage orders** in Seller Central or via an Order Adjustment feed. You may communicate with the buyer about the return only when you need additional information to complete the return or you are offering a partial refund. Follow these directions and select **Follow-up on return request**.

xii. Buyer-Seller Messages

You may only send Permitted Messages to customers who have contacted you about purchasing a product or who have already purchased a product from you on the Amazon store. We define Permitted Messages as those communications necessary to complete an order or to respond to a customer service inquiry.

Proactive Permitted Messages are those messages that you initiate and are not responses to a buyer's question. Proactive Permitted Messages can be sent via email, using Amazon's templates via the **Contact buyer** or **Request a review** page in Seller Central, third-party applications in the Application Store, or via Application Programmer Interface (API). You may send proactive Permitted Messages for the following

reasons: resolving an issue with order fulfillment, requesting additional information required to complete the order, asking a return-related question, sending an invoice, requesting product review or seller feedback or both, scheduling the delivery of a heavy or bulky item, scheduling a Home Services appointment, verifying a custom design, or any other reason where the contact is required for the buyer to receive their purchase. Proactive Permitted Messages must be sent within 30 days of order completion. All proactive Permitted Messages must include the 17-digit order ID and be in the buyer's language of preference. Sending proactive Permitted Messages to your buyer using Amazon's templates, third-party applications, or via API automates the inclusion of order ID, language of preference translations, and critical message guidelines.

Permitted Messages do not include any of the following message types (in many cases we are already emailing customers with this information on your behalf):

- Order or shipping confirmations (Refer to the Indirect communication section below)
- Messages that say only "Thank you" or that you are here to help if buyers have any problems
- Marketing or promotional messaging, including coupons
- Language that either incentivizes or persuades the buyer to submit positive product reviews or seller feedback, including by offering compensation, money, gift cards, free or discounted products, refunds, rebates or reimbursements, or future benefits
- Language that requests removal or an update of an existing product review
- Language that requests a product review only if they have had a positive experience with the product
- A repeat request (per order) for a product review or seller feedback

Permitted Messages may not include any of the following:

- External links unless they are secure working links (https, not http) necessary for order completion or links to Amazon
- Attachments except for those needed to resolve a buyer's issue (for example, shipping labels, invoices, and custom designs)
- Logos, if they contain or display a link to your website
- Link to opt-out of messaging
- Sensitive content in images or text (for example, bare skin, violence or gore, and adult or offensive language)
- Tracking pixels or images
- Email addresses
- Telephone numbers except those related to warranties, shipping providers, or manufacturers
- Images of purchased products as Amazon includes those on your behalf
- Images that do not relate to your brand or company

Permitted Message styling may not contain any of the following:

- Accessibility issues from links without explanatory text (for example, *Click here for warranty information*) or images or graphics without alt-text
- Emojis, including emoticons
- Animated GIFs
- Message margins over 20% maximum width

- Image or graphic sizes larger than 80% maximum width
- Overrides of Amazon's default line height, font family, or font color
- Fonts in more than three sizes
- Message bodies that are centered or that otherwise override default text alignment settings
- More than two line-breaks (spacing between paragraphs) in a row
- Unsecure images (http instead of https)
- Egregious spelling errors or grammar issues

If you have questions about our policies regarding communicating with buyers, contact Selling Partner Support.

Note: Amazon may modify message subject lines in order to protect the buyer experience in our store.

For more information, visit Amazon's guidelines in the Customer product reviews policies Help page. For more information, visit the Communicate with buyers using Buyer-Seller Messages Help page.

xiii. Indirect communication

Amazon communicates order-related information to buyers through their **Your Account** updates. These updates include information, such as when an order has been shipped (with the tracking number) or when a refund has been processed. These updates are based on shipping confirmations and refunds initiated using **Manage orders** or the following feeds:

- **Shipping Confirmation feed:** This feed tells Amazon that you have shipped buyer orders and provides order tracking information for the buyers. Timely communication of order status is an important part of a high-quality shopping experience for Amazon buyers.
Note: We require you to promptly confirm shipment of all orders, either by using **Manage orders** or by uploading a Shipping Confirmation feed. After you confirm shipment, Amazon sends a confirmation email to the buyer.
- **Order Adjustments feed:** This feed tells Amazon that you have issued buyer refunds. Buyers want to know their refund status when returning products. Therefore, it is critical that you process refunds promptly. You can also use **Manage returns** to issue a refund.

Failure to comply with these Communication Guidelines may result in Amazon limiting proactive Permitted Messages to Amazon's templates or a suspension of selling privileges in Amazon stores. Amazon has the authority to block any message at its discretion.

xiv. Conditions of Use

Last updated: August 1, 2019

Welcome to Amazon.com. Amazon Services LLC and/or its affiliates ("Amazon") provide website features and other products and services to you when you visit or shop at Amazon.com, use Amazon products or services, use Amazon applications for mobile, or use software provided by Amazon in connection with any

of the foregoing (collectively, "Amazon Services"). Amazon provides the Amazon Services subject to the following conditions.

xv. By using Amazon Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Amazon Services, and sometimes additional terms may apply. When you use an Amazon Service (for example, Your Profile, Gift Cards, Amazon Video, Your Media Library, Amazon devices, or Amazon applications) you also will be subject to the guidelines, terms and agreements applicable to that Amazon Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

xvi. **PRIVACY**

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

xvii. **ELECTRONIC COMMUNICATIONS**

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

xviii. **COPYRIGHT**

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

xix. **TRADEMARKS**

[Click here](#) to see a non-exhaustive list of Amazon trademarks. In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Amazon Service are trademarks or trade dress of Amazon in the U.S. and other countries. Amazon's trademarks and trade dress

may not be used in connection with any product or service that is not Amazon's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Amazon. All other trademarks not owned by Amazon that appear in any Amazon Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Amazon.

xx. PATENTS

One or more patents owned by Amazon apply to the Amazon Services and to the features and services accessible via the Amazon Services. Portions of the Amazon 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.

xxi. LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Amazon Services. This license does not include any resale or commercial use of any Amazon Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Amazon Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No Amazon Service, nor any part of any Amazon Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse the Amazon Services. You may use the Amazon Services only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Conditions of Use or any Service Terms.

xxii. YOUR ACCOUNT

You may need your own Amazon account to use certain Amazon Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your

account. Click [here](#) to manage your payment options. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Amazon does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Amazon Services only with involvement of a parent or guardian. Parents and guardians may create profiles for teenagers in their Amazon Household. Alcohol listings on Amazon are intended for adults. You must be at least 21 years of age to purchase alcohol, or use any site functionality related to alcohol. Amazon reserves the right to refuse service, terminate accounts, terminate your rights to use Amazon Services, remove or edit content, or cancel orders in its sole discretion.

xxiii. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may post reviews, comments, photos, videos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Amazon reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Amazon a nonexclusive, royalty-free, and fully sublicensable right to use such content throughout the world in any media. You grant Amazon and 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 post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Amazon for all claims resulting from content you supply. Amazon has the right but not the obligation to monitor and edit or remove any activity or content. Amazon takes no responsibility and assumes no liability for any content posted by you or any third party.

xxiv. INTELLECTUAL PROPERTY COMPLAINTS

Amazon respects the intellectual property of others. If you believe that your intellectual property rights are being infringed, please follow our [Notice and Procedure for Making Claims of Copyright Infringement](#)

xxv. RISK OF LOSS

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

xxvi. RETURNS, REFUNDS AND TITLE

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

xxvii. PRODUCT DESCRIPTIONS

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

xxviii. PRICING

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

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

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

xxix. APP PERMISSIONS

When you use apps created by Amazon, such as the Amazon App or Kindle App, you may grant certain permissions to us for your device. Most mobile devices provide you with information about these permissions. To learn more about these permissions, [click here](#).

xxx. SANCTIONS AND EXPORT POLICY

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

xxxi. OTHER BUSINESSES

Parties other than Amazon operate stores, provide services or software, or sell product lines through the Amazon Services. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). Amazon does 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 privacy statements and other conditions of use.

xxxii. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The amazon services and all information, content, materials, products (including software) and other services included on or otherwise made available to you through the amazon services are provided by amazon on an "as is" and "as available" basis, unless otherwise specified in writing. amazon makes no representations or warranties of any kind, express or implied, as to the operation of the amazon services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through the amazon services, unless otherwise specified in writing. you expressly agree that your use of the amazon services is at your sole risk.

to the full extent permissible by law, amazon disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. amazon does not warrant that the amazon services, information, content, materials, products (including software) or other services included on or otherwise made available to you through the amazon services, amazon's servers or electronic communications sent from amazon are free of viruses or other harmful components. to the full extent permissible by law, amazon will not be liable for any damages of any kind arising from the use of any amazon service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through any amazon service, including, but not

limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

xxxiii. DISPUTES

Any dispute or claim relating in any way to your use of any Amazon Service, or to any products or services sold or distributed by Amazon or through Amazon.com 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 Conditions of Use 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 commercial rules. 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.

xxxiv. APPLICABLE LAW

By using any Amazon 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 Conditions of Use and any dispute of any sort that might arise between you and Amazon.

xxxv. SITE POLICIES, MODIFICATION, AND SEVERABILITY

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

OUR ADDRESS

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

xxxvi. ADDITIONAL AMAZON SOFTWARE TERMS

The following terms (“Software Terms”) apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Services (the “Amazon Software”).

1. **Use of the Amazon Software.** You may use Amazon Software solely for purposes of enabling you to use the Amazon Services as provided by Amazon, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Amazon Software in whole or in part. All software used in any Amazon Service is the property of Amazon or its software suppliers and is protected by United States and international copyright laws.
2. **Use of Third Party Services.** When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.
4. **Updates.** We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.
5. **Government End Users.** If you are a U.S. Government end user, we are licensing the Amazon Software to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under these Conditions of Use.
6. **Conflicts.** In the event of any conflict between these Conditions of Use and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

xxxvii. HOW TO SERVE A SUBPOENA OR OTHER LEGAL PROCESS

Amazon accepts service of subpoenas or other legal process only through Amazon’s national registered agent, Corporation Service Company (CSC). Subpoenas or other legal process may be served by sending them to CSC at the following address:

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

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

xxxviii. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

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

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

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

Copyright Agent
Amazon.com Legal Department
P.O. Box 81226
Seattle, WA 98108
phone: (206) 266-4064
e-mail: copyright@amazon.com

Courier address:
Copyright Agent
Amazon.com Legal Department
2021 7th Avenue
Seattle, WA 98121
USA

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;

- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

xxxix. **Customer product reviews policies**

Customer reviews are an integral part of the customer shopping experience on Amazon. Customers use these reviews to learn more about the product, assess whether it fits their needs, and make an informed purchase decision. Customer reviews also help sellers understand the customers' sentiment about their products, what features or aspects of the product customers like, and what areas need improvements. Reviews also provide sellers with ideas on how to improve their products. In order for customer reviews to continue to provide these benefits to customers and sellers, they have to remain a true and authentic reflection of customers' experiences with the products.

Amazon's Community Guidelines have specific policies that are meant to protect the authenticity of Customer Reviews, and we ask you to comply with these policies and report any violations you might notice.

We strongly urge you to thoroughly review Amazon Customer Reviews policies and immediately correct any violating actions. It is important that you educate your business partners, employees, and any third-party partners you work with about these policies as well. Any infractions by your business partners, employees, or third party agencies will result in enforcement actions, even if it happened without your knowledge or consent.

Violations to Customer Reviews policies include, but are not limited to, these actions:

- A seller posts a review of their own product or their competitor's product.
- A seller offers a third party a financial reward, discount, free products, or other compensation in exchange for a review on their product or their competitor's product. This includes using services that sell customer reviews, websites, or social media groups.
- A seller offers to provide a refund or reimbursement after the buyer writes a review (including reimbursement via a non-Amazon payment method). This could be done via buyer-seller messaging on Amazon or directly contacting customers or using 3rd party services, websites, or social media groups.
- A seller uses a third-party service that offers free or discounted products tied to a review (for example, a review club that requires customers to register their Amazon public profile so that sellers can monitor their reviews).
- A family member or employee of the seller posts a review of the seller's product or a competitor's product.
- A seller asks a reviewer to change or remove their review. They might also offer a refund or other compensation to a reviewer in exchange for doing so.

- A seller diverts negative reviews to be sent to them or to a different feedback mechanism while positive reviews are sent to Amazon.
- A seller creates a variation relationship between products with the aim of manipulating reviews and boosting a product's star rating via review aggregation.
- A seller inserts a request for a positive Amazon review or an incentive in exchange for a review into product packaging or shipping box.
- A seller uses a customer account to write or change a review on his or his competitor's product.

Note: References to "seller" here includes all the seller's employees and third party partners.

Amazon has a zero-tolerance policy towards any customer reviews violations. If we detect any attempts to manipulate customer reviews, we take immediate actions that include, but are not limited to:

- Immediate and permanent withdrawal of the seller's selling privileges on Amazon and withholding of funds.
- The removal of all the product's reviews and preventing the product from receiving future reviews or ratings.
- Permanent delisting of the product from Amazon.
- Legal action against the seller, including lawsuits and referral to civil and criminal enforcement authorities.
- Disclosing the seller's name and other related information publicly.

Policy Pages on Seller Central:

- Customer product reviews
- Answers to Questions about Product Reviews
- Communication Guidelines

Guidelines Pages on Amazon:

- Community Guidelines
- About Promotional Content
- Anti-Manipulation Policy for Customer Reviews

xl. **Monitor your account health**

To view your account health, follow these instructions:

1. Go to Seller Central homepage.
2. Under **Performance**, click **Account Health**.

The Account Health page provides an overview of your seller account's adherence to the performance targets and policies required to sell on Amazon. To ensure we are delivering a great experience for our customers, Amazon might take action on these metrics if they do not comply with our targets.

We regularly review the performance of all sellers and notify them when they are off-target. The intent of this review is to give you the opportunity to improve your performance before the issue affects your ability to sell. Occasionally, seller accounts with very poor performance are immediately deactivated.

xli. Appeal a deactivated seller account

If your seller account has been deactivated, you may be eligible for reinstatement. You can appeal by providing us with a plan of action for correcting the problems that contributed to the enforcement action. Learn how to Appeal the restriction or removal of selling privileges.

xlii. Performance metrics

The Account Health page provides you with visibility into your seller account's adherence to the targets for various product policies as well as the below performance metrics:

Order Defect Rate

The Order Defect Rate (ODR) is a key measure of your ability to provide a good customer experience. It includes all orders with one or more defects represented as a percentage of total orders during a given 60-day time period. The following are the types of order defects:

- Negative feedback
- An A-to-z Guarantee claim that is not denied
- Credit card chargeback

Our policy is that sellers maintain an ODR under 1% in order to sell on Amazon. An ODR above 1% may result in account deactivation.

Cancellation Rate

The Cancellation Rate (CR) is all seller-cancelled orders represented as a percentage of total orders during a given 7-day time period. CR only applies to seller-fulfilled orders.

This metric includes all order cancellations initiated by the seller, with the exception of those requested by the customer using the order-cancellation options in their Amazon account. Pending orders that are cancelled by the customer directly on Amazon are not included and do not factor in the seller's CR.

Our policy is that sellers maintain a CR under 2.5% in order to sell on Amazon. A CR above 2.5% may result in account deactivation.

Late Shipment Rate

The Late Shipment Rate (LSR) includes all orders with a ship confirmation that is completed after the expected ship date. LSR is represented as a percentage of total orders over both a 10-day or 30-day period. LSR only applies to seller-fulfilled orders.

It is important to confirm the shipment of orders by the expected ship date so that customers can see the status of their shipped orders online. The following results can occur due to an order with a confirmed late shipment date:

- Increased A-to-z Guarantee Claims
- Negative feedback
- Customer contacts
- Negative customer experience

Our policy is that sellers maintain an LSR under 4% in order to sell on Amazon. An LSR above 4% can result in account deactivation.

Valid Tracking Rate

The Valid Tracking Rate (VTR) includes all shipments with a valid tracking number represented as a percentage of total shipments during a given 30-day time period. VTR only applies to seller-fulfilled orders.

Amazon customers depend on tracking numbers to find out where their orders are and when they can expect to receive them. The Valid Tracking Rate is a performance metric that reflects those expectations. All major carriers, including USPS, FedEx, UPS, and DHL now offer free tracking.

Our policy is that sellers in North America maintain a VTR greater than 95% for their U.S. shipments. A VTR below 95% in a product category may result in restrictions on your ability to sell non-FBA (Fulfillment by Amazon) items within that category. This might also affect your eligibility to participate in Premium Shipping and guaranteed delivery.

On-Time Delivery Rate

The On-Time Delivery Rate (OTDR) includes all shipments delivered by their estimated delivery date represented as a percentage of total tracked shipments. OTDR only applies to seller-fulfilled orders.

We consider OTDR performance when determining which Transit Times you are eligible to set, which may enable you to promise faster delivery times and improve your conversion.

We recommend that sellers maintain an OTDR greater than 97% in order to provide a good customer experience, however, there is no penalty for not meeting the performance target at this time.

xliii. Address buyer feedback

Certain negative performance metrics are caused by a buyer's feedback based on their experience. Sellers should try to determine the cause of the problem and work with the buyer using one of the following options:

Use the Feedback Manager

1. Go to Feedback under the **Performance** tab.
2. In the **Recent Feedback** table, select **Contact Customer** under the **Actions** column next to the designated Order ID.

Use the Buyer-Seller Messaging templates

For more information, see Email templates for Buyer-Seller Messaging.

Note: You can only use the Buyer-Seller Messaging templates to contact a buyer in regards to an order or a customer service question.

Monitor your account health

- Order Defect Rate
- Cancellation Rate
- Late Shipment Rate
- On-Time Delivery
- Valid Tracking Rate (VTR)
- Improve your performance
- Create a plan of action to reinstate selling privileges

xliv. Referral Fees Reimbursement Policy

The requirements and limitations below apply to the reimbursement of referral fees. This policy does not apply to other fee reimbursements.

Referral fee category descriptions are available under Additional Category Guidelines. Amazon reserves the right to determine the validity of referral fee disputes, including for products that are not explicitly described in the guidelines. Any reimbursement will be based on the referral fee rate effective at the date of the disputed transaction.

Important: To be eligible for reimbursement under this policy, you must submit your request within 90 calendar days of the date the fee was charged.

Before submitting your request

- Determine the referral fee amount that you were charged on specific transactions using the Transaction report. This report allows you to download transactions in bulk. You can also click an amount under the **Total** column for a specific transaction.
- Check the Selling on Amazon Fee Schedule to determine if the amount you were charged is in line with your product's category.
- Use Additional Category Guidelines if you are unsure of your product's category. If you are unable to find your product in these guidelines, identify the category you believe your product belongs under and check the **Fee Schedule** for the rate of that category.

Submit your reimbursement request

If you have reviewed your referral fee amount in the Transaction report and believe it is inaccurate, contact Seller Support and open a research request.

To be eligible for a reimbursement, you must provide the following documentation:

- The date of the transaction(s)
- The transaction(s) for which you believe an incorrect referral fee was charged, and the referral fee amounts you were charged
- The referral fee amount that you believe is correct for each transaction, and your rationale
- The category guidelines that place your product in a different category. If the category guidelines do not mention your product specifically, include which category you believe your product should belong under and your rationale for that placement.

Important: File a claim for reimbursement only when you can provide this documentation. A pattern of invalid claims for which research confirms the referral fee charged was accurate could cause further claims to be refused.

Limitations

For each fee charge, you may file only one claim. Additional claims for the same fee charge will be declined.

We may request additional documentation to process your claim. Claims with insufficient documentation may be declined and closed.

Once we complete our investigation, we will notify you whether you are eligible for reimbursement.

If you disagree with the investigation's conclusions, you can file an appeal by requesting in the same case that the case be transferred for a second, independent review. If the case has been resolved, re-open the case to request the appeal. Amazon's appeals determinations are final.

xlv. **Standards for Brands Selling in the Amazon Store**

Amazon obsesses over providing our customers the best possible shopping experience. Since the inception of our store, one way we have ensured a great customer experience is by sourcing products directly from

Brands and selling them to customers in our store ourselves. In order to preserve that customer experience, we may choose to source products from some Brands for sale by Amazon only. Other Brands can operate as sellers in the Amazon store if they can consistently maintain our standards for customer experience. However, to prevent customer confusion, if any of the Brand's products are sold by Amazon, the Brand may not also sell those products as a seller in the Amazon store.

We measure customer experience in a number of ways, including high in-stock rates, delivery experience, price competitiveness, and selection coverage. We offer several tools and services to help you meet our standards and sell successfully in the Amazon store, including tools for inventory management and automated pricing, fulfillment services like Fulfillment by Amazon (FBA), and services to grow and protect your Brand like Brand Registry.

If you cannot maintain our standards for customer experience, you might lose certain privileges associated with operating as a seller in the Amazon store (including having your offers featured on product detail pages), or you might lose the opportunity to operate as a seller in the Amazon store altogether. In that case, you can still offer to sell your products to Amazon so that we can sell them to our customers.

Who does this policy apply to?

This policy applies to Brands and manufacturers, as well as their agents, licensees, and other representatives selling on their behalf in the Amazon store.

What is the purpose of this policy?

To ensure that we are providing customers the best possible experience while shopping on Amazon.

Does this policy impact my ability to sell through other retailers?

No. You are free to sell through other retailers.

How will I know if I need to take any action under this policy?

We will notify Brands if they are impacted by this policy, whether they need to take any actions to maintain a great customer experience, what options they have to take those actions, and the deadlines for taking them.

Who can I contact with additional questions?

Please write to us if you have any additional questions.

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xlvii. Supply chain standards

In addition to complying with other program policies, Amazon expects all products that are sold in the Amazon Store or provided to Amazon to be manufactured or produced in accordance with Amazon's supply chain standards. Our standards include the Amazon supplier code of conduct, which requires that products be manufactured in safe, healthy, and inclusive work environments.

We will not allow products in the Amazon Store that are made:

- **Using forced, indentured, or child labor**, including products:
 - Identified as such by U.S. Customs and Border Protection
 - Made with cotton sourced from Turkmenistan or Uzbekistan (for more information, see the Responsible Sourcing Network cotton pledge)
- **In hazardous or unsafe working conditions**, including in those factories deemed ineligible under the Bangladesh Accord
- **In a facility where workers were subject to discrimination or abuse** (physical, verbal, or psychological)

Amazon evaluates credible allegations or reports of the above.

If Amazon has reason to suspect certain products do not meet our supply chain standards, we may request the following from you:

- Demonstration of policies that align with Amazon's supply chain standards
- Auditing protocols, processes for assessing facility working conditions, or participation in an approved industry association that requires factory monitoring
- Factory information for where products are produced or manufactured
- Unannounced audits of the factory in question, potentially including unsupervised worker interviews

If you supply a product in violation of the law or any of Amazon's policies, including those produced in violation of Amazon's supply chain standards, we will take corrective actions, as appropriate. These include, but are not limited to, returning inventory at your expense, immediately suspending or terminating selling privileges, destroying inventory in our fulfillment centers without reimbursement, or terminating the business relationship.

xlviii. Drop Shipping Policy

Drop shipping, or allowing a third-party to fulfill orders to customers on your behalf, is generally acceptable. If you intend to fulfill orders using a drop shipper, you must always:

- Be the seller of record of your products;
- Identify yourself as the seller of your products on all packing slips, invoices, external packaging, and other information included or provided in connection with them;
- Remove any packing slips, invoices, external packaging, or other information identifying a third-party drop shipper prior to shipping the order;
- Be responsible for accepting and processing customer returns of your products; and
- Comply with all other terms of your seller agreement and applicable Amazon policies.

Examples of drop shipping that is not permitted:

- Purchasing products from another online retailer and having that retailer ship directly to customers, if the shipment does not identify you as the seller of record or if anyone other than you (including the other online retailer) appears on packing slips, invoices, or external packaging; or
- Shipping orders with packing slips, invoices, external packaging, or other information indicating a seller name or contact information other than your own.

xlix. Intellectual Property

- Amazon Anti-Counterfeiting Policy
 - i. Prohibited products include bootlegs, fakes, or pirated copies of products or content; products that have been illegally replicated, reproduced, or manufactured; and products that infringe another party's intellectual property rights.
 - ii. By selling on Amazon, seller agree that:
 - a) The sale of counterfeit products is strictly prohibited.
 - b) Seller may not sell any products that are not legal for sale, such as products that have been illegally replicated, reproduced, or manufactured.
 - c) Seller must provide records about the authenticity of seller's products if Amazon requests that documentation
- Amazon Intellectual Property Policy
 - i. Some common IP concerns that might arise when selling on Amazon. When you sell on Amazon:
 - a) You must comply with all federal, state, and local laws and Amazon policies applicable to your products and product listings
 - b) You may not violate the IP rights of brands or other rights owners

Violating this policy may result in loss of selling privileges or other legal consequences.

Important: This policy is not legal advice. You should consult a lawyer if you have a specific question about your IP rights or the IP rights of others.

- Trademark Usage Guidelines
 - i. Amazon Seller may use the "Available at Amazon" badge (the "Badge") if you comply with the Trademark Usage Guidelines ("Guidelines") on Amazon website. The Guidelines include requirements that:
 - a) Seller to use the Badge only to advertise that seller's products available for purchase on an Amazon website.

- b) Seller to not alter the Badge in any manner, and it must appear in its entirety.
- c) Seller may not use the Badge in any manner that implies sponsorship or endorsement by Amazon.
- d) Seller may not use any Amazon logos or other Amazon trademarks, other than the Badge, in your online or offline marketing materials (including product listings on Amazon websites) unless you have written permission from Amazon.

ii. *Trademark Usage Guidelines*

These Guidelines apply to your use of the Badge, which is a trademark owned solely by Amazon. As used in these Guidelines, the term "we," "us," or "Amazon" means Amazon Services LLC or any of its affiliate companies, and "you" means the seller (either a person or business entity) using the Badge. Strict compliance with these Guidelines is required at all times, and any use of the Badge in violation of these Guidelines will automatically terminate any license related to your use of the Badge.

- a) You are allowed to use the Badge only to advertise the availability of your products on an Amazon website. You may use the Badge only (a) on your own website, (b) in online advertisements, and/or (c) in offline advertisements.
- b) You are allowed to link the Badge to an Amazon website.
- c) You may use the Badge solely for the purpose expressly authorized by Amazon in these Guidelines, and your use must: (i) comply with the most up-to-date version of these Guidelines; and (ii) comply with any other terms, conditions, or policies that Amazon may issue from time to time that apply to the use of the Badge.
- d) You may not alter the Badge in any manner, including but not limited to, changing the proportion, color, or font of the Badge, or adding or removing any element(s) to or from the Badge.
- e) The Badge must appear in its entirety, with reasonable spacing between each side of the Badge and other visual, graphic, or textual elements. Under no circumstance should the Badge be placed on any background that interferes with the readability or display of the Badge.
- f) Do not use the Badge as part of a sentence. For example, do not say, "Our products are (Badge), so please shop online."
- g) You may not use the Badge in any manner that implies sponsorship or endorsement by Amazon, other than by using the Badge as specifically authorized in these Guidelines by Amazon.
- h) You may not use the Badge to disparage Amazon, its products or services, or in a manner that, in Amazon's sole discretion, may diminish or otherwise damage or tarnish Amazon or Amazon's goodwill in the Badge or any other Amazon trademarks.
- i) Unless otherwise approved, product images must not include any Amazon logos or other trademarks, or variations, modifications or anything confusingly similar to Amazon's logos and other trademarks. This includes, but is not limited to, any words or logos with the terms AMAZON, PRIME, ALEXA, or the Amazon Smile design, as well as other Amazon badges, including "Amazon's Choice," "Premium Choice," "Amazon Alexa," "Works with Amazon Alexa," "Best Seller," or "Top Seller."
- j) You may include the following statement in and on any materials that display the Badge (hard copy or electronic): "Amazon's trademark is used under license from Amazon.com, Inc. or its affiliates."

k) You acknowledge that all rights to the Badge, and all other Amazon trademarks, are the exclusive property of Amazon, and all goodwill generated through your use of the Badge will inure solely to the benefit of Amazon. You will not take any action that conflicts with Amazon's rights in, or ownership of, the Badge, or any other Amazon trademarks.

- Unsuitable inventory investigations policy

- i. If Amazon finds that seller have engaged in the sale of counterfeit products and other illegal goods through our fulfillment network, we may deactivate your account and offers and consistent with section F-7 of the Fulfillment by Amazon Service Terms in the Business Solutions Agreement (“**FBA Service Terms**”), immediately withhold and/or dispose of any of your related inventory in order to protect our customers and sellers.
- ii. Amazon may notify you that we require additional information about inventory that we have determined may constitute Unsuitable Units under the FBA Service Terms.

I. Product and Listing Requirements

- Amazon Marketplace Fair Pricing Policy

- i. If Amazon sees pricing practices on a marketplace offer that harms customer trust, Amazon can remove the Buy Box, remove the offer, suspend the ship option, or, in serious or repeated cases, suspending or terminating selling privileges.
- ii. Pricing practices that harm customer trust include, but are not limited to:
 - a) Setting a reference price on a product or service that misleads customers;
 - b) Setting a price on a product or service that is significantly higher than recent prices offered on or off Amazon; or
 - c) Selling multiple units of a product for more per unit than that of a single unit of the same product.
 - d) Setting a shipping fee on a product that is excessive. Amazon considers current public carrier rates, reasonable handling charges, as well as buyer perception when determining whether a shipping price violated our fair pricing policy.

- Amazon Policy on Reference Prices

- a) The list price you provide must represent the price at which you or other retailers or sellers have recently made substantial sales of the product in question.
- b) You also are responsible for ensuring that the reference prices you provide to us remain current.

If you don't have a list price that meets these criteria, please leave the field blank when adding a new product. If Amazon cannot verify the list price you provide, we may not use it.

- ASIN creation policy

- i. To sell a product available in the Amazon catalog, match it to the existing ASIN (Amazon Standard Identification Number) by creating an offer. If your product is not in the Amazon catalog, you will have to create a single new ASIN for the product.
 - ii. To protect the customer shopping experience, we limit the creation of new ASINs for a brand enrolled in Brand Registry, by sellers who are not associated with the brand owner.
 - iii. Creating a new ASIN when the product already exists in Amazon's catalog is prohibited and can result in your ASIN creation or selling privileges being temporarily suspended or permanently removed.
- Category and Product Restrictions
 - i. Certain products cannot be listed or sold on Amazon or may be subject to additional requirements because they have legal or regulatory restrictions (for example, illegal drugs) or violate other Amazon policies (for example, crime scene photos).
 - ii. Sellers need to follow product compliance requirements; safety and labelling requirements; content and listing requirements; and category, product and listing restrictions provided on Amazon website.
- Product Detail Page Rules
 - i. In general, seller will need to:
 - a) Comply with any relevant style guides and refrain from using HTML, JavaScript, or other code.
 - b) Exclude inappropriate content such as obscene or offensive materials, links or contact information, plot spoilers, reviews or requests for reviews, and advertising.
 - c) Accurately categorize and describe your products.
 - d) Refrain from creating duplicate pages for a product that already has a detail page.
 - e) Create new detail pages for new products or versions.
 - f) Only create valid “variations” that relate to the primary product. For more details, please see the Variations Policy.
 - ii. Sellers are required to go through policies at Amazon website for writing listings, adding detail pages and editing detail pages.
- Product Guidelines
 - i. Product guidelines vary for countries depending on national and international laws on selling specific products.
- Prohibited Product Claims
 - i. Amazon policy prohibits the sale of products that are misleading about the qualities or characteristics of the product. Misstatements and partially correct statements are misleading because they do not disclose something the consumer should know.
 - ii. Sellers should go through applicable laws, regulations and guidelines including Drug Act, environment Protection law, and Federal Trade Commission Act, etc., ensuring that the claims about the products are fully compliant.
- Restricted Products Policy

- i. The sale of illegal, unsafe, or other restricted products listed on these pages, including products available only by prescription, is strictly prohibited.
- ii. Additional related policies:
 - a) Certain categories require you to obtain pre-approval from Amazon before listing in those categories.
 - b) Certain categories require you to provide additional information and/or a supplemental guarantee before listing in those categories.
 - c) Those participating in Fulfillment by Amazon (FBA), should also review the FBA Product Restrictions page which lists products that are not eligible for the FBA program.
 - d) Certain products are subject to additional local/national regulations.
 - e) If you wish to list items for international purchase, you are responsible for conducting proper research to ensure that the items listed comply with all applicable laws and regulations.
 - f) Products that claim to be "FDA/DRAP Cleared," "FDA/DRAP approved" or products that include the FDA/DRAP logo in associated images need to meet additional requirements (for more information, see: Is It Really 'FDA Approved'? and FDA Logo Policy)
- iii. Country specific list of restricted products is also provided on the amazon website.