

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation,

Plaintiff,

v.

FBA STORES, LLC, a limited liability  
company; FBA DISTRIBUTORS, LLC, a  
limited liability company; FBA  
ADVANTAGE, LLC, a limited liability  
company; AWS, LLC, a limited liability  
company; ONLINE AUCTION LEARNING  
CENTER, INC., a corporation;  
CHRISTOPHER BOWSER, an individual;  
ADAM BOWSER, an individual; and DOE  
Companies 1 – 20,

Defendants.

CASE NO.

COMPLAINT

Defendants Christopher and Adam Bowser are con-artists who prey on people hoping to become sellers on Amazon.com. Through their entities FBA Stores, LLC and AWS, LLC, and a web of related entities and websites, the Bowsers lure people to seminars that purportedly offer inside information about, and special access to, Amazon's systems. The Bowsers attract victims in part by deceitfully suggesting that they are affiliated with, or somehow sponsored or sanctioned by, Amazon; indeed, the names "FBA Stores, LLC" and "AWS, LLC" both illegally trade on

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SUMMIT LAW GROUP PLLC  
315 FIFTH AVENUE SOUTH, SUITE 1000  
SEATTLE, WASHINGTON 98104-2682  
Telephone: (206) 676-7000  
Fax: (206) 676-7001

1 Amazon trademarks and falsely suggest some connection to Amazon. When the Bowers' victims  
2 attend these seminars, they are duped into paying tens of thousands of dollars by false promises of  
3 unrealistic profits they will earn as Amazon sellers. The Bowers do not and cannot deliver on  
4 their false promises because they have no special information about Amazon and no way to offer  
5 consumers any advantage as Amazon sellers; worse yet, the Bowers actively mislead consumers  
6 about Amazon's systems and what is permissible under Amazon's selling policies. When the  
7 Bowers' victims realize they have been duped (as many eventually do), the Bowers refuse to  
8 return those victims' money.

9 The Bowers' scheme has been disturbingly successful and has already harmed hundreds  
10 or even thousands of would-be entrepreneurs. It has also harmed Amazon and its trust and  
11 goodwill with customers, as many of the Bowers' victims continue to believe that Amazon is  
12 somehow affiliated with, or approves of, this scam. Amazon brings this lawsuit to protect its  
13 customers from the Bowers' unscrupulous and illegal conduct, and to dispel any confusion about  
14 Amazon's affiliation (or lack thereof) with the Bowers, FBA Stores, or their affiliates.

## 15 I. INTRODUCTION

16 1. This is a case about two con-men and their companies that trade on the Amazon  
17 name to convince thousands of people around the country to sign up for their "selling on Amazon"  
18 training programs and to buy their wholesale products to sell on Amazon.com. Posing as Amazon  
19 in aggressive marketing campaigns, they pitch a get-rich-quick scheme to hopeful entrepreneurs  
20 wanting to learn how to join Amazon's third-party seller program.

21 2. In their costly training workshops, Defendants teach their "students" (as the  
22 Bowers euphemistically call them, rather than victims) how to set up an Amazon seller account  
23 and how to increase their sales, in part by violating Amazon's seller policies. With exaggerated  
24 promises of guaranteed profits, Defendants then sell to their students products that are often  
25 overpriced, mislabeled and/or counterfeit, which Defendants then list for sale on Amazon.com and  
26 make available to Amazon's customers on behalf of Defendants' students. Defendants' conduct

damages Amazon's third-party seller ecosystem, undermines the trust of Amazon's customers, and tarnishes Amazon's brand and reputation.

**A. Amazon, Its Third-Party Seller Program, and Its "FBA" Service.**

3. Since opening its virtual doors on the World Wide Web in July 1995, Amazon.com has become one of the most trusted consumer brands in the world. Each day, millions of consumers use Amazon's website to purchase a wide range of products across dozens of product categories from Amazon and its authorized third-party sellers. The Amazon brand allows customers to shop with confidence online regardless of whether the products are offered directly by Amazon or through its third-party sellers.

4. Amazon has been able to attract third-party sellers to its ecommerce marketplace largely as a result of the brand recognition, reputation, and customer goodwill it has worked diligently to develop and enhance over the years. Amazon's third-party seller program provides registered sellers ("Amazon Sellers" or "Sellers") access to Amazon's customer-base and other significant benefits. In turn, their participation in the Amazon marketplace and the wider array of products they offer expands Amazon's online catalog and drives down prices, ultimately increasing consumer options and enhancing the customer experience.

5. To ensure that customers receive competitive prices, quality products, and excellent customer service, regardless of product source, Amazon has developed a uniform set of contract terms, conditions, policies and guidelines that govern Seller activities. Seller compliance with these terms is an important part of maintaining Amazon's brand, customer goodwill, and a consistent consumer experience.

6. Amazon offers Sellers the option of fulfilling orders through its FBA – "Fulfillment by Amazon" – service.<sup>1</sup> With the FBA service, Sellers can ship their products to one of the many Amazon fulfillment centers strategically located around the country and Amazon will pick, pack,

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<sup>1</sup> An overview of Amazon's FBA services is available at [https://services.amazon.com/fulfillment-by-amazon/benefits.htm/ref=asus\\_soa\\_gs\\_fba](https://services.amazon.com/fulfillment-by-amazon/benefits.htm/ref=asus_soa_gs_fba).

1 and ship these products to the end customer. Products offered through Amazon's FBA service are  
2 displayed with Amazon's Prime logo, indicating to customers that Amazon itself handles the  
3 shipping and customer service. Products shipped from Amazon's fulfillment centers are also  
4 eligible for Amazon Prime FREE Two-Day Shipping for Prime members and FREE Shipping for  
5 all customers. Amazon also provides customer service for these products, handling questions,  
6 complaints, returns, and refunds.

7 7. Prime members often prefer to buy products eligible for Amazon Prime FREE  
8 Two-Day Shipping. Many other customers also prefer to buy products for which Amazon handles  
9 the shipping and customer service.

10 8. For these and other reasons, Amazon's FBA service can be particularly valuable to  
11 new Sellers without a proven track record.

12 9. Amazon's FBA service also can be very attractive to smaller-scale Sellers seeking  
13 to scale their business and reach more customers. Amazon has no minimum product quantity for  
14 intake into its fulfillment centers, which provides a significant value proposition for Sellers with  
15 modest or fluctuating inventory. And Sellers using Amazon's FBA service are charged for the  
16 storage space they use and the orders that Amazon fulfills, providing a flexible, cost-effective, and  
17 simple fulfillment solution.

18 10. Amazon's FBA service addresses several significant barriers to the online  
19 marketplace faced by new and small-scale Sellers. In this way, Amazon's FBA service opens  
20 doors and creates opportunities, particularly for would-be entrepreneurs.

21 11. But with reduced barriers to market entry come inexperienced market entrants and,  
22 unfortunately, bad actors who take advantage of that inexperience.

23 **B. Defendants' Scheme to Exploit Amazon and Deceive Aspiring Amazon Sellers.**

24 12. Defendants Chris Bowser and his brother Adam Bowser, individually and through  
25 their co-Defendant network of affiliated companies, improperly exploit Amazon's name,  
26 intellectual property, and reputation to sell their get-rich-quick scheme to thousands of individual



aspiring entrepreneurs around the country. These people often pay tens of thousands of dollars to Defendants based on Defendants' false portrayal of an affiliation with Amazon, relying on these misrepresentations to start a business using Amazon's FBA service. Because of Defendants' improper guidance and other bad acts, these entrepreneurs often fail in their efforts, enriching only the Defendants. Many of these entrepreneurs have complained to Amazon, mistakenly believing that Amazon is associated with the Defendants.

13. Defendants' scheme includes, but is not limited to, the following misconduct:

- Using Amazon's trademarks without authorization as a central pillar of their business model;
- Exploiting the Amazon brand to recruit "students" interested in becoming Amazon Sellers;
- Persuading their students to pay for expensive workshops and training programs based on exaggerated promises of special access to inside Amazon information and guaranteed profits;
- Manipulating students' personal credit card applications so they can pay for their costly products and services;
- Teaching their students to open multiple Seller accounts in violation of Amazon's Seller policies;
- Instructing their students to obtain fraudulent product reviews in violation of Amazon's Seller policies;
- Supplying fraudulent documentation to Amazon on behalf of their student sellers to obtain approval to sell restricted product categories ("ungating");
- Selling to their students over-priced, mislabeled, and/or counterfeit products; and
- Listing mislabeled and/or inauthentic products for sale on Amazon.com on behalf of their students.

14. At the center of the scheme is the Bowers' company, Defendant FBA Stores, LLC ("FBA-Stores"), whose name intentionally and confusingly implies a connection with Amazon and its FBA service. Amazon does not yet fully understand the relationship between and among

the corporate Defendants or the products and services provided by each, as these relationships are obfuscated by Defendants. Amazon believes that some of the products and services described in this Complaint may be provided by entities owned, operated, or otherwise closely related to the named Defendants and, on that basis, has listed as additional Defendants DOE Companies 1–20.

15. As explained below, each of the corporate Defendants are owned, controlled, and/or managed by Chris Bowser and Adam Bowser. Individually and in combination, the Bowsers are the guiding force behind each of the corporate Defendants, whose activities are coordinated to exploit Amazon’s trademarks as part of a common scheme to enrich themselves at Amazon’s and their students’ expense. The Bowsers are the central figures who drive the strategy of the enterprise and who authorize, direct and personally participate in the unlawful actions and activities of their companies alleged herein.

16. Multiple times each week in cities across the country, FBA-Stores hosts a free “LIVE Amazon Workshop” touted as a “once-in-a-lifetime opportunity” where “you will see how to: Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before[.]” FBA-Stores entices prospective Amazon Sellers to these workshops by plastering Amazon’s logos on its mass marketing materials, effectively posing as Amazon. As part of a direct mail campaign, Defendants enclose “Complimentary VIP Tickets” to the presentation, which include *Amazon’s trademarked logo* as the only indication of origin:



1           17. In coordination and cooperation with its co-Defendants and at the Bowsers’  
2 direction, FBA-Stores uses these free presentations to convince the audience members to sign up  
3 for a follow-on 3-day workshop (at a cost of \$995) for additional training on how to sell products  
4 using Amazon’s FBA service. Even after sitting through the free 2-hour presentation, a large  
5 percentage of those who sign up for the 3-day workshop continue to believe they are dealing  
6 directly with Amazon or at least a company endorsed or sponsored by Amazon. This confusion is  
7 intentional; it is a key part of Defendants’ business plan and is reinforced with repeated exposure  
8 to signs and other materials prominently displaying Amazon’s trademarks.

9           18. At the 3-day workshops, FBA-Stores “students” are shown how to register as  
10 Amazon Sellers, how to use Amazon’s FBA service, and how to accept Amazon’s standard  
11 contract terms and conditions for selling on Amazon.com.

12           19. But FBA-Stores students are also taught how to *violate* Amazon’s terms and  
13 conditions, including by opening multiple seller accounts and obtaining fraudulent product  
14 reviews. Not only are they shown how to violate these terms in order to increase their sales,  
15 Defendants provide instruction on how to do so in ways expressly intended to avoid detection by  
16 Amazon. Upon information and belief, FBA-Stores is not honest or transparent about Amazon’s  
17 selling policies, so many students are not aware that FBA-Stores is encouraging or facilitating  
18 conduct that violates Amazon’s policies.

19           20. Amazon’s terms and conditions prohibit Sellers from opening multiple accounts  
20 without authorization. Despite knowing this, Defendants explicitly show their students how to set  
21 up additional accounts in ways that keep “everything separate **so Amazon will never link your**  
22 **accounts**” and have at times offered to set up a second store on a new laptop to avoid detection.

23           21. Amazon also strictly prohibits any attempt to manipulate customer reviews and  
24 actively polices its website to remove false, misleading, and inauthentic reviews. But in one video  
25 presentation, Chris Bowser describes a number of ways FBA-Stores’ students can obtain  
26 fraudulent product reviews, including the “sneaky little trick” of *paying* for favorable reviews:

**And here's a sneaky little trick a lot of people don't know about.  
Another thing you can do is buy reviews.**

22. By instructing students to set up multiple accounts and to obtain fraudulent positive product reviews to increase their sales in violation of the terms and conditions governing their status as Amazon sellers, Defendants are inducing their students to breach their Seller agreements with Amazon. In doing so, Defendants are engaging in behavior that hurts Amazon, its customers, and other Sellers.

23. FBA-Stores also uses the 3-day workshops to upsell expensive "continuing education" packages, at costs ranging from \$4,995 to \$34,995. In addition to one-on-one "coaching" sessions, some packages also come with the empty promises of special access to Defendants' wholesale products with guaranteed rates of return of 15% - 30% or higher. Some packages also come with access to a "Fulfillment by Adam" service where FBA-Stores will list products on Amazon.com and ship them to Amazon's fulfillment centers on behalf of its student Sellers, for further handling through Amazon's FBA service, all in exchange for various fees and charges. The "Fulfillment by Adam" label is a transparent and amateurish attempt to justify FBA-Stores' trading on Amazon's FBA name and marks.

24. As part of these expensive packages, Defendants have supplied and continue to supply FBA-Stores student Sellers with overpriced, mislabeled, and/or counterfeit products. FBA-Stores then incorrectly lists those products for sale on Amazon.com on behalf of its student Sellers, in violation of Amazon's contractual provisions requiring accurate product listings and anti-counterfeiting policy. When Defendants introduce counterfeit and/or mislabeled products into the Amazon marketplace through student Sellers using Amazon's FBA service, Amazon handles all customer service issues, returns, and refunds.

25. Amazon's Seller policies require accurate and complete product listings. Amazon also has zero tolerance for counterfeits, and its anti-counterfeiting policy unequivocally prohibits

1 the sale of counterfeit products: “The sale of counterfeit products, including any products that  
2 have been illegally replicated, reproduced, or manufactured, is strictly prohibited.”<sup>2</sup>

3 26. When Amazon finds counterfeit products from whatever source, it removes those  
4 products immediately. Amazon regularly suspends or blocks sellers suspected of engaging in  
5 illegal behavior or infringing others’ intellectual property rights. Amazon has suspended or  
6 terminated many FBA-Stores student Seller accounts due to suspicion of fraud, intellectual  
7 property infringement, product quality concerns, or other violations of Amazon’s policies.

8 27. Defendants have engaged in a concerted, coordinated, and systematic effort to  
9 exploit Amazon’s name, brand, and intellectual property to convince thousands of people around  
10 the country to spend millions of dollars on worthless, inauthentic, and/or over-priced products and  
11 services. Some FBA-Stores students have contacted Amazon about Defendants’ programs, not  
12 understanding the distinction between Amazon and Defendants even after sitting through  
13 Defendants’ 2-hour presentation. Large numbers of victimized students share their stories in  
14 online forums and blogs.<sup>3</sup> FBA-Stores has an “F” rating with the Better Business Bureau.  
15 Hundreds, if not thousands, of people have experienced significant financial harm as a result of  
16 Defendants’ conduct.

17 28. Defendants’ misconduct also has caused and is causing irreparable harm to  
18 Amazon’s reputation and the goodwill it has developed both with its customers and its Sellers.  
19 The primary remedy Amazon seeks by way of this lawsuit is injunctive relief:

- 20 • to prevent Defendants from engaging in any further improper use of  
21 Amazon’s name, brand, and trademarks; and

22  
23 <sup>2</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201166010>.

24 <sup>3</sup> E.g., <https://www.complaintsboard.com/complaints/fba-stores-individual-coaching-c834708.html#comments>;  
25 <https://onemorecupof-coffee.com/are-amazon-fba-courses-a-scam/>;  
26 <https://sellercentral.amazon.com/forums/thread.jspa?threadID=359272&tstart=0>;  
<http://www.reviewopedia.com/workathome/insider-online-secrets-reviews-legit-or-scam/>;  
<https://secondskillstudio.com/fba-stores-review-why-you-shouldnt-try-their-products>.

- to prevent Defendants from instructing any other prospective Sellers how to violate the terms and conditions applicable to all Amazon Sellers, or facilitating such violations on behalf of any Seller.

## II. PARTIES

29. Plaintiff Amazon.com, Inc. (“Amazon”) is a Delaware corporation with its principal place of business in Seattle, Washington. Through its subsidiaries, Amazon owns and operates the Amazon.com website and equivalent international websites. Amazon has more than 250 million active customers. In addition to Amazon’s own retail sales, a large number of third-party Sellers make their own products available on Amazon.com. Of those, and as described in greater detail below, many use Amazon’s fulfillment service, Fulfillment by Amazon, or FBA.

30. Defendant FBA Stores, LLC (“FBA-Stores”) is a limited liability company organized under the laws of the State of Nevada. According to records available on the website for the Nevada Secretary of State, FBA-Stores was organized on September 23, 2016. Upon information and belief, FBA-Stores’ principal place of business is located at 293 Libbey Industrial Pkwy Suite 250, Weymouth, MA 02189. Adam Bowser is listed as FBA-Stores’ Manager.

31. Defendant FBA Distributors, LLC is a limited liability company organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, FBA Distributors, LLC was organized under a prior name (One Source Electronics LLC) on March 31, 2014. Its name was changed on June 24, 2016. Its address is listed as 293 Libbey Industrial Pkwy Suite 250, Weymouth, MA 02189. Adam Bowser and Chris Bowser are listed as its Managers.

32. Defendant FBA Advantage, LLC is a limited liability company organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, FBA Advantage, LLC was organized on June 18, 2016. Its address is listed as 293 Libbey Industrial Pkwy Suite 150, Weymouth, MA 02189.

33. Defendant AWS, LLC is a limited liability company organized under the laws of the State of Nevada. According to records available on the website for the Nevada Secretary of State, the company was organized on July 11, 2017. Adam Bowser is listed as its Manager.

34. Defendant Online Auction Learning Center Inc. (“OALC”) is a corporation organized under the laws of the State of Massachusetts. According to records available on the website for the Massachusetts Secretary of State, OALC was organized on December 30, 2013. Its address is listed as 293 Libbey Industrial Pkwy Suite 250, Weymouth, MA 02189. Chris Bowser is listed as its President. Adam Bowser is listed as its Treasurer and Secretary. Chris and Adam Bowser are listed as the only two directors. According to records available on the website for the Nevada Secretary of State, OALC was registered in Nevada on August 21, 2015, with an address at 3165 N. Moapa Valley Blvd., Logandale, NV 89021. Upon information and belief, Chris and Adam Bowser founded OALC and are its majority shareholders.

35. Defendant Chris Bowser is an individual believed to reside in the State of New York.

36. Defendant Adam Bowser is an individual believed to reside in the State of Massachusetts.

37. Defendant DOE Companies 1 – 20 are believed to be owned and operated by, or otherwise closely-related to, the named Defendants and have engaged and continue to engage in the same or similar conduct that forms the basis of Amazon’s claims as described in this Complaint. This Complaint will be amended to name each such entity once identified through discovery.

### III. JURISDICTION AND VENUE

38. This action arises under the Lanham Trademark Act 15 U.S.C. §§ 1051 *et seq.* (the “Lanham Act”). Accordingly, this Court has federal question jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a), (b). This Court



1 also has diversity jurisdiction pursuant to 28 U.S.C. § 1332. This Court has supplemental  
2 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

3 39. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) in that a substantial  
4 part of the events giving rise to the claims occurred in this district.

5 40. This Court has personal jurisdiction over Defendants, all of whom have conducted  
6 business activities in and directed to Washington and are primary participants in tortious acts in  
7 and directed to Washington. By way of example only, Defendants Chris and Adam Bowser each  
8 authorized and signed marketing materials sent to Washington residents advertising events held in  
9 Washington, which materials improperly and without authorization used and displayed Amazon's  
10 trademarks for their personal benefit and the benefit of the corporate Defendants they control.

#### 11 **IV. AMAZON'S MARKS AND ITS THIRD-PARTY SELLER SERVICES**

##### 12 **A. The Amazon Marks.**

13 41. Amazon annually spends significant time, money, and effort advertising and  
14 promoting the products and services on which its trademarks are used. Through these and other  
15 investments in its customers' trust, Amazon has developed a reputation for quality products and  
16 services.




17 42. For hundreds of millions of consumers, the names "Amazon" and "Amazon.com"  
18 have come to represent wide selection, fast delivery, everyday low pricing, outstanding customer  
19 service, and unsurpassed trust for Internet commerce. There is a close association among  
20 consumers between Amazon.com the business, its trademarks, and the products and services it  
21 offers.

22 43. Amazon publishes an easily accessible non-exhaustive list of its registered  
23 trademarks on its website.<sup>4</sup> Included among that list are references to the following registered  
24 marks at issue in this lawsuit (the "Amazon Marks"):

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25  
26 <sup>4</sup> <https://www.amazon.com/gp/help/customer/display.html/?nodeId=200738910>.



<b><u>Mark</u></b>	<b><u>Registration Number/s</u></b>
AMAZON	5102687; 4907371; 4533716; 4656529; 5281455; 2657226; 2738838; 2738837; 2832943; 3868195; 4171964; 2857590; 2078496
FBA	4621427; 4621428
AWS	3576161
	5038752; 4171965
	4841614; 2951941
	5129530; 5100558; 4969037; 3911425; 3904646; 4067393

44. Amazon is the owner of all rights in the Amazon Marks.

45. Amazon has continuously used these marks to distinguish its products and services.

As a result of Amazon's long-standing use of the Amazon Marks, strong common law trademark rights have amassed in the Amazon Marks. Amazon's use of the marks has also built substantial goodwill in and to the Amazon Marks.

46. Through Amazon's advertisement and promotion and the high level of recognition by the general consuming public of the United States, the Amazon Marks are famous and became famous prior to Defendants' illegal acts—indeed, the Amazon Marks were famous before any of the corporate Defendants were incorporated. The Amazon Marks are famous by virtue of their inherent distinctiveness and secondary meaning as a designation of the source of the trust that consumers can place in purchasing from Amazon and by their continuous use since Amazon's founding in 1994.

47. Today, the Amazon Marks are well known by the general consuming public of the United States. Moreover, due to Amazon's advertisement and promotion of the Amazon Marks, consumers have come to recognize the Amazon Marks as a symbol of the trustworthiness of the

1 products and services bearing the Amazon Marks, and further, associate the Amazon Marks solely  
2 with Amazon and its high quality goods and services.

3 48. The Amazon Marks are valuable assets of Amazon. To protect that value and  
4 maintain the positive association between the Amazon Marks and Amazon's products and  
5 services, Amazon only permits others to use its marks in limited circumstances and subject to  
6 explicit guidelines designed to avoid consumer confusion.

7 49. For example, with advance approval by Amazon, sellers may use Amazon's  
8 "Available at Amazon" logo, provided that they adhere to strict guidelines that Amazon publishes  
9 on its website. Amazon's Trademark Usage Guidelines<sup>5</sup> include the following terms:

- 10 • "You may use the [Available at Amazon] Mark solely for the purpose  
11 expressly authorized by Amazon in writing and your use must: (i) comply  
12 with the most up-to-date version of these Guidelines; and (ii) comply with any  
13 other terms, conditions, or policies that Amazon may issue from time to time  
14 that apply to the use of the Amazon Mark."
- 15 • "You may not alter the Amazon Mark in any manner, including but not  
16 limited to, changing the proportion, color, or font of the Amazon Mark, or  
17 adding or removing any element(s) to or form the Amazon Mark."
- 18 • **"You may not use the Amazon Mark in any manner that implies  
19 sponsorship or endorsement by Amazon other than by using the Amazon  
20 Mark as specifically authorized in writing by Amazon."** (Emphasis  
21 added.)

22 50. Defendants have made extensive and systematic use of the Amazon Marks without  
23 Amazon's authorization in order to misleadingly promote their own products and services as  
24 Amazon products and services. In addition to the various examples of this unauthorized use in  
25 marketing and other materials provided to FBA-Stores students (described throughout the  
26

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<sup>5</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=201713630>.

remainder of this Complaint), the following is just a small sample found on Defendants' various websites:<sup>6</sup>



<sup>6</sup> E.g., [www.amazonwealthsystems.com](http://www.amazonwealthsystems.com), [www.amazonworkshop.com](http://www.amazonworkshop.com), [www.liveamazonworkshop.com](http://www.liveamazonworkshop.com), [www.sellingwithamazon.com](http://www.sellingwithamazon.com), [www.fbastores.com](http://www.fbastores.com), [www.fbadistributors.com](http://www.fbadistributors.com), [www.fbadistribution.com](http://www.fbadistribution.com), [www.FBAworkshop.com](http://www.FBAworkshop.com).

51. Defendants' use of the Amazon Marks is pervasive and intended and highly likely to confuse and mislead prospective Amazon Sellers into believing that Defendants' products and services are affiliated with, endorsed by, or sponsored by Amazon.

**B. Selling on Amazon and the Amazon Services Business Solutions Agreement ("BSA").**

52. Anyone interested in selling products in the Amazon marketplace must first create a Selling on Amazon account using Amazon's Seller Central, the Web interface where Sellers open and manage their selling account. Sellers also must agree to the Amazon Services Business Solutions Agreement ("BSA"), which governs Seller access to and use of Amazon's services and sets forth Amazon's rules and restrictions for selling through the website.

53. A copy of the BSA is attached hereto as Exhibit 1.<sup>7</sup> By agreeing to the BSA, Sellers also agree to be bound by all applicable Program Policies, defined as:

[A]ll terms, conditions, policies, guidelines, rules, and other information on the applicable Amazon Site, on Seller Central, or on the MWS Site, 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).

54. Once a Seller is registered, Selling on Amazon is a simple process involving three main components: listing, selling, and shipping.

55. In order to sell a product on the Amazon Marketplace, the Seller must first create a listing accurately identifying the product for sale. Each product sold on Amazon.com is assigned and identified by a unique Amazon Standard Identification Number, or ASIN.

56. It is critical for product listings to be accurate; Amazon.com customers expect that they will get what they ordered. The requirement for "accurate and complete" product listings is incorporated into the "Selling on Amazon Service Terms" section of the BSA.

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<sup>7</sup> Also available at <https://sellercentral.amazon.com/gp/seller/registration/participationAgreement.html>.

57. Once listed, a Seller's products become visible to customers on Amazon.com and can be bought through Amazon's standard process, which includes features like 1-Click buying and Amazon's A-to-z Guarantee. Amazon has invested significant time, effort, and resources to develop a brand that millions of people trust and customers have come to expect that they can make quick, easy, and worry-free purchases on Amazon.com, regardless of the source of the product being sold.

58. To help shoppers make informed purchasing decisions, Amazon encourages its customers to review the products they purchase and publishes these customer reviews on the product detail pages. In order to review a product, an individual must be an Amazon customer and must have an Amazon account. Amazon expressly prohibits paid reviews, as stated in its policy on Prohibited Seller Activities and Actions.<sup>8</sup> Amazon's Customer Review Creation Guidelines, which are incorporated into its Conditions of Use, also prohibit paid reviews.<sup>9</sup>

59. Consumers rely on this customer feedback and trust that these reviews will be honest, helpful, and authentic.

60. Amazon takes the integrity of its customer reviews very seriously. Amazon has developed sophisticated technologies and protocols to detect and remove false, misleading, and inauthentic reviews from its website and suspends sellers that post or purchase fake reviews. Amazon also has taken legal action against those who offer to supply paid reviews.

61. Once a customer places an order, Amazon notifies the Seller. Orders are then fulfilled in one of two ways: by the Seller itself or by Amazon, if the Seller is using Amazon's FBA Service.

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<sup>8</sup> Available at [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_rel\\_topic?ie=UTF8&nodeId=200414320](https://www.amazon.com/gp/help/customer/display.html/ref=hp_rel_topic?ie=UTF8&nodeId=200414320).

<sup>9</sup> Available at <https://www.amazon.com/gp/aw/help/id=201602680>.

**V. DEFENDANTS' UNLAWFUL ACTIVITIES**

**A. Defendants Pose as Amazon to Lure in Potential Victims of their Scheme.**

62. Defendants market and sell a number of products and services that depend on Amazon for their existence and appeal – without Amazon and the Amazon Seller ecosystem, there would be no market for Defendants' products and services.

63. FBA-Stores' primary line of business relates to the Amazon training packages it sells to its students, all of whom Defendants seek payment from as prospective Amazon "Student" Sellers. One or more of the Defendants also sell wholesale products to FBA-Stores' students and sell certain fulfillment services to students who want FBA-Stores to handle shipping of those products to Amazon's fulfillment centers, for further processing by Amazon's FBA service.

64. Defendants' business model depends on and starts with its mass marketing campaigns. FBA-Stores maintains contact information for more than 100,000 people in its database, called "Infusion." Defendants use aggressive and misleading marketing tactics to generate interest in their products and services, including by creating and fostering an impression of endorsement or sponsorship by Amazon through systematic and pervasive unauthorized use of Amazon's intellectual property.

65. FBA-Stores and its affiliates advertise their free Amazon workshops throughout the country. They promote these workshops through direct mail fliers, spam email invitations, and advertisements in newspapers, on Facebook and other media. Upon information and belief, dozens of such presentations are made each week. Representative examples of the direct mail fliers – which use the Amazon Marks without Amazon's permission – are collected at Exhibit 2.

66. As part of its direct mailers, FBA-Stores typically includes two complimentary "VIP Tickets" to attend a free 2-hour presentation. Recipients of this "SPECIAL INVITATION" ... "to attend an exclusive LIVE AMAZON WORKSHOP" can choose from several presentation times and places, generally held in a hotel in one of several cities within driving distance. For example, Defendants advertised, and conducted, multiple sessions in Bellevue, Bellingham,

Everett, and Redmond between July 5 and July 9, 2017, additional presentations in Kennewick, Yakima, Wenatchee, and Spokane between September 5 and September 9, 2017, and further presentations in Seattle, Bellevue, Bellingham, Bothell, Everett, Tacoma, Tumwater, and Redmond between November 7 and November 11, 2017.

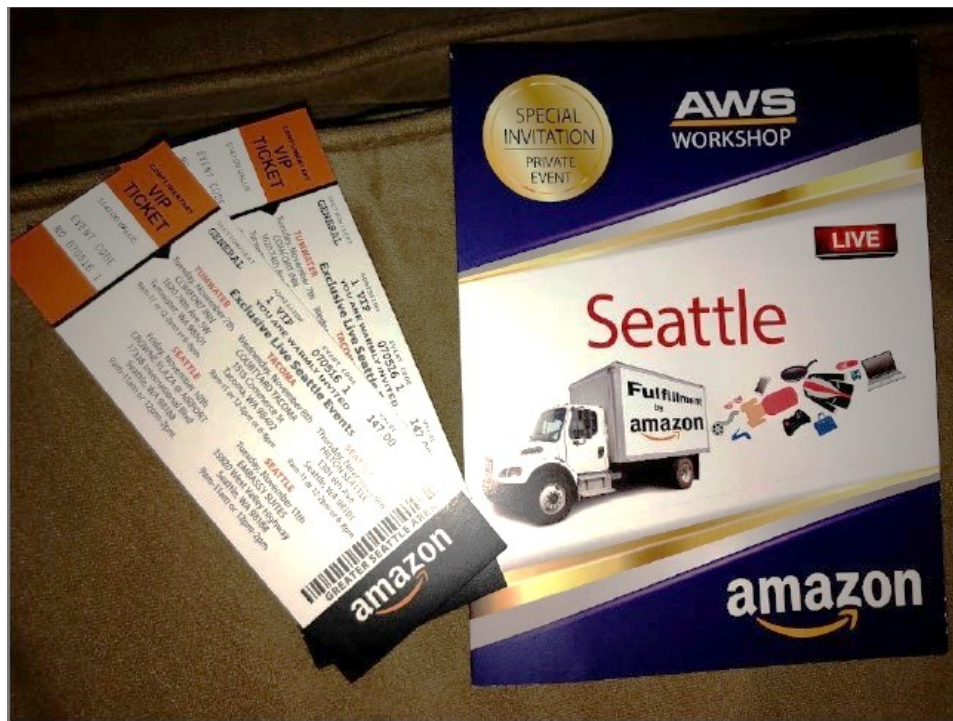
67. As shown by these examples, the tickets Defendants print and circulate for their events prominently display the Amazon logo, without any mention of any other organization:



68. The accompanying flier reinforces the false and misleading impression of endorsement or sponsorship by Amazon. For example, the Amazon logo appears on the front cover, along with the registered mark “AWS”<sup>10</sup> and an image of a truck with “Fulfillment by Amazon” printed on its side:

<sup>10</sup> As noted above, “AWS” is a registered Amazon trademark, used in connection with Amazon Web Services.





69. Each direct mailer is signed by either Chris Bowser or Adam Bowser. On information and belief, the Bowers have authorized the content of such marketing materials and have directed that they be sent to prospective FBA-Stores students throughout the country, including in Washington State. For example, Chris Bowser signed a mailer sent to Washington residents that advertised presentations in Bellevue, Redmond, Bellingham, and Everett. In it, he wrote: “My name is **Chris Bowser**.... I am coming to the Seattle area to share my secrets for making money on Amazon.” (Emphasis in original.) A few months later, Adam Bowser signed off on a similar mailer sent to Washington residents that advertised presentations in Seattle, Tacoma and Tumwater, with nearly identical language: “My name is **Adam Bowser**.... I’m going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon.” (Emphasis in original.)

70. Like the direct mailers, other advertisements for Defendants’ free presentations similarly use one or more of the Amazon Marks, without authorization, to create a false



impression of association with, or endorsement by, Amazon with the goal of exploiting the Amazon brand to increase sales of their own products and services.

71. Because of Defendants' unauthorized use of the Amazon Marks many FBA-Stores students believe that Amazon is the source of these marketing materials and that Amazon itself is conducting, endorsing or sponsoring the advertised presentations.

72. Upon arrival, students are routinely greeted by large signs that display one or more of the Amazon Marks, like these signs from two recent free presentations:



73. The sign provides no indication that the presentation is hosted by a company without any affiliation with Amazon. To the contrary, the sign creates the false impression of endorsement or sponsorship by Amazon.

74. More than 50, and up to or more than 100 people, often attend the free presentations. The goal of these presentations is to upsell a follow-on 3-day workshop, which FBA-Stores generally sells for \$995 for one person and a guest (or \$495 for one person). Those who sign up for the 3-day workshop receive additional “training” materials, loaded onto an Amazon Kindle, flash-drive, and set of DVDs. As with the signage, the DVD box covers use the Amazon Marks without authorization and are on prominent display at the presentations:



75. Even after sitting through the free 2-hour presentation, many students continue to believe that the presentation was hosted, endorsed, or sponsored by Amazon.

#### **B. Upselling FBA-Stores’ 3-Day Training Workshops.**

76. FBA-Stores regularly hosts its 3-day workshops in multiple cities around the country. The 3-day workshops typically take place within one to two weeks after the 2-hour presentations, in a location within driving distance of the free feeder presentations.

77. As with the free presentations, upon arrival, students are routinely greeted by the same large sign displaying the Amazon Marks, as depicted above. Again, the sign provides no indication that the 3-day workshop is hosted by a company with no affiliation with Amazon, but instead continues to reinforce the false impression of endorsement or sponsorship by Amazon.

78. FBA-Stores has sold its 3-day workshops to several thousand Amazon Sellers and prospective Sellers, a large percentage of whom believed they were buying services provided by, or at the very least endorsed or sponsored by, Amazon.

**C. Defendants Teach FBA-Stores Students How to Violate Amazon's Seller Contract.**

79. As noted above, students who attend the 3-day workshop receive a set of DVDs that provide additional information.

80. At various times, on the cover of the DVD boxes, Defendants have printed Amazon's registered mark "FBA" above the words "Fulfillment by Amazon" and next to a logo of a bent arrow that is purposefully created to reflect Amazon's "smile" design mark:



81. At other times, Defendants have used Amazon's registered mark "AWS," the Amazon logo, and the phrases "Fulfillment by Amazon" and "Amazon Wealth Systems" on the cover of the DVD boxes, in connection with the same training workshops and materials:



82. Some of the videos included on the DVDs are narrated by Chris Bowser. Others are narrated by Adam Bowser.

83. The DVD titled “Getting Started on FBA” is narrated by Chris Bowser. In the video, he explains how to open a Seller account using Amazon’s Seller Central interface, instructing the viewer to check the box indicating acceptance of the BSA terms – “you are going to accept the terms of Amazon’s agreement.”

84. Although Defendants are aware of the BSA and explain that their student Sellers must “accept the terms of Amazon’s agreement,” Defendants repeatedly instruct their student Sellers to violate the terms of the BSA in numerous ways.

85. Defendants intend for these materials and the information contained therein to be shared with FBA-Stores’ students located throughout the country, including in Washington State.

**D. Defendants Instruct Students to Obtain Fraudulent Product Reviews in Violation of Amazon’s BSA.**

86. The set of 3 DVDs titled “Private Labeling” also is narrated by Chris Bowser.

1           87.     The third Private Labeling DVD addresses the importance of product reviews. In  
2 that DVD, Chris Bowser instructs FBA-Stores students how to obtain fraudulent product reviews,  
3 in violation of Amazon's policies in three different ways.

4           88.     First, he suggests that students obtain 15 reviews from friends and family, with  
5 instructions designed to circumvent certain of Amazon's automatic fraud detection devices  
6 ("understand this, you cannot have like fifteen people come to your computer and buy that  
7 product, they have to be on different computers, different networks, and that type of stuff").

8           89.     Second, he offers to help procure positive reviews through the FBA-Stores student  
9 network:

10                   And, if you ever need help with something like that and you need  
11 reviews like that, contact me. I can send out a quick email to you  
12 know some of our - my coaching students if you're doing products  
13 for free. The advantage you have is that you are now part of a  
14 network. Send me an email and say "Hey Chris, I've got this new  
15 product up on Amazon, can you do me a favor and blast like twenty-  
16 five people for me and have them get the products" -- either have  
17 them buy it for the cost or give it to them for free but they will go on  
18 and leave reviews. They would do it for you and you will do it for  
19 them. That's the benefit of our relationship.

20           90.     Third, he even encourages students to buy fraudulent positive reviews, including  
21 from a company he knows Amazon sued for selling fraudulent reviews:

22                   **And here's a sneaky little trick a lot of people don't know about.**  
23 **Another thing you can do is buy reviews.** I don't know how much  
24 longer this is going to be around for; they're actually currently being  
25 sued by Amazon. ... So if you can't find people to get reviews for  
26 you, you can actually go to BuyAmazonReviews.com and these  
people will leave you good reviews. Again, I don't know how much  
longer this is going to be around for. If not this site there'll be  
another site. (Emphasis added.)

91. Amazon's Anti-Manipulation Policy for Customer Reviews prohibits the type of review manipulation Defendants are teaching.<sup>11</sup> Amazon also advises that Seller accounts may be suspended or terminated for violation of this policy and that Sellers who attempt to purchase fraudulent reviews may be subject to legal action:

We pursue lawsuits for reviews manipulation against dishonest sellers and manufacturers who attempt to purchase fraudulent reviews and the parties who provide and post those reviews.

92. Defendants are aware of these terms and conditions when they instruct FBA-Stores students to obtain fraudulent product reviews for their Amazon stores. Upon information and belief, FBA-Stores and the Bowers are not honest or transparent about Amazon's policies, so many of their students are not aware they are taking, or authorizing FBA-Stores to take on their behalf, actions that violate Amazon's policies.

**E. Defendants Instruct Students to Create Multiple Seller Accounts in Violation of Amazon's BSA.**

93. At the 3-day workshops, at the Bowers' direction and with their knowledge, presenters encourage students to create multiple Amazon stores to increase their sales, knowing that such conduct would be a violation of the students' Seller contract with Amazon, the BSA. Amazon's policy for Prohibited Seller Activities and Actions on its website are incorporated by reference in the BSA as part of the applicable Program Policies.<sup>12</sup> The policy strictly prohibits multiple seller accounts without express permission from Amazon:

**Multiple seller accounts:**

Operating and maintaining multiple Seller Central accounts is prohibited. If you have a legitimate business need for a second account, you can apply for an exception to this policy[.]

<sup>11</sup> Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201749630> ("Any attempt to manipulate reviews, including by directly or indirectly contributing false, misleading or inauthentic content, is strictly prohibited.")

<sup>12</sup> [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_rel\\_topic?ie=UTF8&nodeId=200414320](https://www.amazon.com/gp/help/customer/display.html/ref=hp_rel_topic?ie=UTF8&nodeId=200414320).

94. As part of the “Diamond” level coaching package (available for an additional fee as discussed below), students are told that FBA-Stores will help them create a second store set up on a second computer so that Amazon will never link the two accounts to the same Seller. FBA-Stores’ written materials state this explicitly:

**Bonus #4: 2<sup>nd</sup> Store Setup in Boston with fully loaded laptop & Mifi**

- We create your 2<sup>nd</sup> Amazon store so that you can double your income and sell your products twice as fast....
- We provide you with the 2<sup>nd</sup> computer to run and manage your business from so that you don’t link both accounts together. We show you how to keep everything separate so Amazon will never link your accounts.<sup>13</sup>

95. FBA-Stores advises students to take the following precautions “so Amazon will never link your accounts”: use a different name for the second store; open the second store in the name of a family member; use a different email address; and use different banking information.

**F. Upselling FBA-Stores’ “Continuing Education” Programs.**

96. In addition to the 3-day workshops, FBA-Stores also sells various additional training programs, currently packaged as “Continuing Education: Advanced Education Programs.” FBA-Stores offers at least four program levels at a cost of \$4,995 to \$34,995: Diamond, Platinum, Gold, and Wholesale.<sup>14</sup>

97. When FBA-Stores makes the pitch to sell these packages on the last day of the 3-day workshop, a large percentage of FBA-Stores students believe that they are dealing with Amazon or at least a company endorsed or sponsored by Amazon.

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<sup>13</sup> Exhibit 3.

<sup>14</sup> See Exhibits 3, 4, 5, and 6.



98. FBA-Stores has at various times provided a hand-out to its students towards the end of the 3-day workshop listing the benefits of its Diamond-level package, using Amazon's registered mark "FBA" above the words "Fulfillment by Amazon" and next to a logo of a bent arrow that looks confusingly similar to Amazon's "smile" design mark:



99. The current "Diamond Enrollment" package costs \$34,995<sup>15</sup> and includes the following features:

- **16 Personal 1 on 1 Coaching Sessions**
  - Held every week at a scheduled time with our Amazon Coach
- **Access to FBA Stores Angel Supplier Rolodex**
  - Lifetime supply of product with great deals for your store
- **FBA Stores Deal Analysis & Partnering Program**
  - We will analyze any deal you get offered & partner with you on deals
- **Fulfillment by Adam (FBA)**
  - We fulfill any product orders to Amazon warehouses
- **3 Day "Amazon Summit" Trade Show Event**
  - Las Vegas ASD & CES Trade Show twice a year
- **Unlimited Access to "The Network"**
  - Wholesale products to & through our network of online sellers
- **Ungating:** in 2 categories in first store

100. With respect to the last item on this list – "Ungating" – certain product categories are "gated," meaning that Sellers must obtain approval from Amazon before listing products in

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<sup>15</sup> At times, the price will be reduced as an inducement to those unwilling to pay, or unable to afford, the full price.



1 those restricted product categories. A list of these categories and the specific requirements to  
 2 obtain approval for each category are available online.<sup>16</sup>

3 101. While the requirements vary by category, in general they are designed to ensure  
 4 that the Seller and its products are reliable and genuine. Typically, this requires Sellers to have a  
 5 verifiable history and to submit product invoices/receipts. At the workshops, students are told that  
 6 FBA-Stores has “a whole department” that specializes in “ungating.” The function of this  
 7 “department” is to convince Amazon to “ungate” product categories for new student Sellers, based  
 8 on fraudulent documentation. FBA-Stores has neither the right to “ungate” any category or  
 9 product nor the ability to do so without engaging in fraud.

10 102. In order to create the appearance of legitimacy and demonstrate a track record of  
 11 authentic sales, FBA-Stores will misrepresent to Amazon its *own* purchase and sale of genuine  
 12 products as the student Sellers’. A presenter explained the process like this:

13 FBA-Stores: Let’s take a blender for instance. So, Blendtec, right? You  
 14 want to sell the name-brand Blendtec Blender, you actually  
 15 have to have the receipts, you actually have to have the  
 16 item. Amazon will go in – er, FBA – will go in, actually  
 17 purchase the items for you.

18 ...

19 We’ll purchase the items for you, we’ll send you the actual  
 20 receipts, although you never actually have to pay for them  
 21 yourself.

22 ...

23 We just take care of that cost. Now, you obviously don’t  
 24 get the inventory associated with that.

25 Student: Yeah, you guys would sell that.

26 FBA-Stores: Yep, we take care of that. And then we sell that on our  
 own. But that’s like one of the ways that we would help  
 you get things ungated. Is we take care of that.

103. To take advantage of certain aspects of this ungating service, students are told they  
 need to provide FBA-Stores with remote access to their Amazon Seller accounts. This is so that

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<sup>16</sup> See <https://www.amazon.com/gp/help/customer/display.html?nodeId=14113001>.

Defendants can manipulate the approval process through fraudulent interactions with both Amazon and product manufacturers on the students' behalf.

104. The current "Platinum Enrollment" package costs \$19,995 and includes the following features:

- **8 Personal 1 on 1 Coaching Sessions**
- **Access to FBA Stores Angel Supplier Rolodex**
- **3 Day "Amazon Summit" Trade Show Event**
- **Unlimited Access to "The Network"**

105. Diamond- and Platinum-level students are invited to attend the annual CES and/or ASD trade shows in Las Vegas, ostensibly so that they can network with manufacturers and suppliers to find sources of product to sell on Amazon.com. At the so-called "Amazon Summit" trade show in Las Vegas that FBA-Stores offers to students who buy the most expensive Diamond or Platinum packages, attendees receive a notebook with the Amazon logo on the cover:



106. Defendants attempt to upsell to FBA-Stores students who attend these trade shows a "Master Mentor" program for an additional \$20,000. Those who enroll in the program are promised special access to Chris Bowser and Adam Bowser, special product sourcing lists, and "master classes" held in various vacation destinations. Many students believe the Master Mentor provides little or no additional value.

107. The current "Gold Enrollment" package costs \$9,995. It includes four coaching sessions, access to a supplier list, and access to "The Network." At various times FBA-Stores has

1 represented that the Gold-level package would provide students with “Immediate Access to  
 2 Product With 20% Profit Margins.”<sup>17</sup>

3 108. The “Wholesale Coaching” package costs \$5,995. It includes two weeks of  
 4 coaching, access to a supplier list, and a “deal analysis” feature.

5 109. The features offered for each package are believed to have changed over time. At  
 6 various times FBA-Stores also has offered incentive bonuses to students who agree to buy the  
 7 upper level packages at the 3-day seminar. For example, at times FBA-Stores has offered the  
 8 following “Act Now Bonuses” to students who purchase the Diamond level package:

- 9 • Bonus #1: Free \$1500 Amazon Gross Sales Value Goods
- 10 • Bonus #2: TWO Days in Boston with Chris and Adam’s Team
- 11 • Bonus #3: Private Labeling Marketing Campaign
  - 12 ○ The opportunity to sell a product with 100%+ markup with NO competition
- 13 • Bonus #4: 2<sup>nd</sup> Store Setup in Boston with fully loaded laptop & Mifi
- 14 • Bonus #5: Elite Coaching Hotline<sup>18</sup>

15 110. The individual 1-on-1 coaching sessions typically take place over the phone. They  
 16 may also involve instruction through computer screen-sharing. Upon information and belief,  
 17 FBA-Stores has at times hired coaches with little or no experience or specialized training, leading  
 18 to frequent complaints by FBA-Stores students that they receive little to no value from the  
 19 coaching component of these expensive packages. Upon information and belief, the main  
 20 qualification for coaches appears to be that they themselves have registered as an Amazon Seller.  
 21 Upon information and belief, FBA-Stores coaches historically have been independent contractors  
 22 who work out of their homes and are paid by OALC. Upon information and belief, FBA-Stores  
 23 recently brought some of its coaches in-house such that they operate out of Defendants’ Boston-  
 24 area warehouse.

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25 <sup>17</sup> Exhibit 4.

26 <sup>18</sup> Exhibit 3.

**G. Defendants Misrepresent the Wholesale Products They Sell to FBA-Stores Students.**

111. In order to further entice its students to purchase one of the above-described Continuing Education packages, FBA-Stores represents that it has a special relationship with Amazon and access to valuable inside information based on that relationship. For example, FBA-Stores has misrepresented that it has unique access to secret lists of high-demand products that Amazon supposedly wants more of its Sellers to sell. FBA-Stores has misrepresented to its students that it can provide access to products with guaranteed profit margins of 15% - 30% (and even up to 100%), with the higher margin products available only to students who purchase the most expensive packages.

112. Upon information and belief, one or more of the corporate Defendants acquire wholesale products to sell to FBA-Stores students from overseas, often purchasing containers of product from China. These products are then stored in one or more warehouses in the Boston area, Las Vegas, or Hicksville, NY, which are owned by FBA-Stores or one of the other Defendants.

113. Upon information and belief, Defendants intentionally or negligently misrepresent the products they have sold and continue to sell to FBA-Stores students. By way of example only and without limitation, upon information and belief one or more of the corporate Defendants have sold used or refurbished products to FBA-Stores' students as new (*e.g.*, Nikon cameras, cell phones), have sold counterfeit or knock-off products as brand name products (*e.g.*, Garden Genie gloves and Rawlings baseball helmets), and have sold "original" series product as "pro" series (*e.g.*, CopperFit ankle braces/sleeves).

114. Upon information and belief, in each such case FBA-Stores students pay for the more expensive product but receive the cheaper product, enriching Defendants at the students' expense. As explained in the next section, this same deception is then repeated when FBA-Stores lists these products for sale on Amazon.com on behalf of its students as part of FBA-Stores'

1 shipping and handling service, compounding the problem and causing additional harm to Amazon,  
2 its customers and other Sellers.

3 115. FBA-Stores students report that Defendants' deliveries are often delayed and that  
4 by the time the products finally arrive, the price at which they are selling on Amazon.com has  
5 dropped, forcing students to sell their products for little or no profit, or even at a loss. Because  
6 Defendants sell the same products to their students delivered at or near the same point in time, the  
7 market becomes flooded, driving down prices as students are pitted against other students as a  
8 function of the program Defendants have designed. This practice results in many students being  
9 unable to recoup their investments. Defendants know that their students cannot sell or realize any  
10 meaningful profit from these products, despite Defendants' promises to the contrary.

11 **H. Defendants Improperly Facilitate Financing so FBA-Stores Students Can Pay for**  
12 **their Products and Services.**

13 116. At the 3-day workshops, FBA-Stores instructs its students on various methods to  
14 pay for its coaching packages and buy wholesale products from Defendants.

15 117. For example, upon information and belief, FBA-Stores has at various times had an  
16 arrangement with certain third-parties including Average Joe Funding, Seed Capital, and others to  
17 facilitate financing. Upon information and belief, these third-parties are owned and operated by  
18 friends or family of the Bowers.

19 118. Upon information and belief, with Defendants' knowledge, consent and complicity,  
20 these third-parties have helped students apply for multiple credit cards with low introductory rates.  
21 By submitting multiple credit card applications simultaneously, Defendants make it difficult for  
22 credit reporting agencies to provide the card-issuing financial institutions with accurate real-time  
23 information. Students are charged significant fees for this service and are told not to disclose to  
24 the credit-card issuers that they are working with these third-party financing facilitators. These  
25 third-parties have at times submitted credit card applications without a valid signature of the  
26 student applicant.

119. At other times, presenters at the 3-day workshops have instructed the students to apply for multiple credit cards on their own. Presenters also have instructed students to falsely misrepresent their current income level on credit card applications, insisting that \$110,000 is a “good number” to use since that is what the students will be making through Defendants’ program.

120. Many students who rely on the easy credit promoted by Defendants and their third-party financing partners amass large debts that become especially burdensome when low introductory rates expire.

121. FBA-Stores also promotes other techniques for financing student purchases of Defendants’ products and services, including but not limited to accessing value in their 401k retirement accounts and taking a second home mortgage – because (according to Defendants) home equity is not actually “working for” the students, but is just “sitting there.”

122. Upon information and belief, many students have been duped into borrowing large sums of money to pay for Defendants’ products and services. Many have been retirees on fixed budgets and others who similarly could not afford for the investment to fail. In an effort to recoup some of their losses and escape the significant debt burden Defendants’ conduct had created, upon information and belief, some of these students took Defendants’ advice to increase sales in ways prohibited by Amazon’s Seller policies. In some cases, following this advice resulted in suspension or termination of the students’ Amazon Seller accounts.

**I. FBA-Stores Misrepresents Product Listings on Amazon.com Through Its Shipping and Handling Service (*aka* “Fulfillment by Adam”) in Violation of Amazon’s BSA.**

123. Upon information and belief, FBA-Stores uses the term “FBA” to refer not only to Amazon’s fulfillment service, but also its own fulfillment service, sometimes described as “Fulfillment by Adam.” As part of this service – offered as part of the Diamond-level package discussed above – FBA-Stores labels, packs, and ships products to Amazon’s fulfillment centers

1 on behalf of its Amazon Seller students. FBA-Stores provides this service for little or no charge<sup>19</sup>  
2 for products that students purchase directly from Defendants. For products sourced from unrelated  
3 third-parties, FBA-Stores charges an additional fee per item.

4 124. As part of FBA-Stores' fulfillment services, Defendants obtain access to the  
5 students' Amazon Seller Accounts on Seller Central. Defendants then list the products being  
6 shipped to Amazon's fulfillment centers.

7 125. Whether intentionally or negligently, FBA-Stores' process results in providing  
8 false and misleading product information to its students who rely on that information in making  
9 purchasing decisions. FBA-Stores compounds this problem by providing false and misleading  
10 product descriptions in the listings it prepares for its students and provides to Amazon on the  
11 students' behalf.

12 126. Amazon and its customers rely on the accuracy of the product listing information  
13 provided by Sellers who use Amazon's FBA service and those providing such information on  
14 behalf of its Sellers. Amazon relies on the accuracy of the listing information both to track  
15 incoming shipments and for posting the listed products on Amazon.com once the product becomes  
16 available for shipment by Amazon through its FBA service upon intake at one of Amazon's  
17 fulfillment centers.

18 127. Amazon publishes its policy for Prohibited Seller Activities and Actions on its  
19 website, which are incorporated by reference in the BSA.<sup>20</sup> The policy prohibits Sellers from  
20 providing false or misleading information when listing items for sale on Amazon.com.

21 128. Amazon also publishes Condition Guidelines that require accurate listing of a  
22 product's condition.<sup>21</sup>

23  
24 <sup>19</sup> Cost is believed to vary depending on what coaching package the Student has purchased and due to changing  
FBA-Stores policies over time.

25 <sup>20</sup> [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_rel\\_topic?ie=UTF8&nodeId=200414320](https://www.amazon.com/gp/help/customer/display.html/ref=hp_rel_topic?ie=UTF8&nodeId=200414320).

26 <sup>21</sup> [https://www.amazon.com/gp/help/customer/display.html/ref=help\\_search\\_1-2?ie=UTF8&nodeId=1161242&qid=1502998363&sr=1-2#GCG](https://www.amazon.com/gp/help/customer/display.html/ref=help_search_1-2?ie=UTF8&nodeId=1161242&qid=1502998363&sr=1-2#GCG).

1           129. Customers expect to receive authentic and accurately-described products when they  
 2 shop on Amazon.com. While customers can always return the product and receive a refund if not  
 3 satisfied with their purchase, such experiences have a tendency to tarnish Amazon's reputation and  
 4 also can result in low ratings or reviews for the associated Seller. Returns, low ratings, and bad  
 5 reviews can reduce Seller profits and impact future sales.

6           130. If an Amazon Seller receives excessive customer complaints or is linked to the sale  
 7 of counterfeit products, the Seller's account can be suspended or terminated. Many FBA-Stores  
 8 student Sellers have had their accounts suspended or terminated because of improper guidance by  
 9 Defendants, compounding the financial problems created for student Sellers by Defendants.

10 **J. Impact on Students' Amazon Seller Accounts.**

11           131. Internal analysis shows that FBA-Stores' student Sellers are more likely than other  
 12 third party sellers on Amazon to experience problems with their Amazon Seller accounts. More  
 13 than a quarter of FBA-Stores accounts identified by Amazon have received warnings from  
 14 Amazon or been suspended, including for possible trademark infringement, suspicion of product  
 15 review abuse, poor delivery performance, high order defect rates, or other violations of Amazon's  
 16 BSA and incorporated Seller policies. The FBA-Stores accounts identified by Amazon have also  
 17 performed worse than other Amazon sellers, as demonstrated by their higher-than-average rate of  
 18 customer returns and lower average sales volume and revenue.

19 **VI. CAUSES OF ACTION**

20 **Count I: Trademark Infringement**  
 21 **(Lanham Act § 32; 15 U.S.C. § 1114)**

22           132. Amazon incorporates by reference the allegations of each and every one of the  
 23 preceding paragraphs as though fully set forth herein.

24           133. The Amazon Marks are valid, distinctive, protectable marks that have been  
 25 registered as trademarks on the principal register in the United States Patent and Trademark  
 26 Office.



134. Amazon is the owner and registrant of the Amazon Marks.

135. Defendants have used the Amazon Marks without authorization in commerce in connection with the sale of their products and services in a manner that is designed, intended, and likely to cause confusion or to cause mistake or to deceive consumers as to the origin, source, sponsorship or affiliation of Defendants' goods and services, and is designed, intended, and likely to cause consumers to believe, contrary to fact, that Defendants' goods or services are sold, authorized, endorsed, or sponsored by Amazon, or that Defendants are in some way affiliated with or sponsored by Amazon. Defendants Chris Bowser and Adam Bowser each have authorized, directed, and/or personally participated in these acts, as outlined above.

136. Defendants' conduct constitutes trademark and service mark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

137. Upon information and belief, Defendants have committed the foregoing acts of infringement with full knowledge of Amazon's rights in the Amazon Marks and with the willful and deliberate intent to cause confusion and trade on Amazon's goodwill.

138. Defendants' unauthorized and unlawful conduct is causing immediate and irreparable harm to Amazon and its goodwill and reputation, and will continue to both damage Amazon and confuse the public unless enjoined by this Court, including an order of destruction of all of Defendants' infringing materials. Amazon has no adequate remedy at law. Amazon is entitled to, among other relief, injunctive relief and an award of actual damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

**Count II: False Association/Federal Unfair Competition  
(Lanham Act, § 43(a); 15 U.S.C. § 1125(a))**

139. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

140. Defendants' unauthorized use in commerce of the Amazon Marks as alleged herein is designed, intended, and likely to deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods and services, and is designed, intended, and likely to cause consumers to believe, contrary to fact, that Defendants' goods and services are sold, authorized, endorsed, or sponsored by Amazon, or that Defendants are affiliated with or sponsored by Amazon. Defendants Chris Bowser and Adam Bowser each have authorized, directed, and/or personally participated in these acts, as outlined above.

141. Defendants' conduct as alleged herein constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

142. Upon information and belief, Defendants' conduct as alleged herein is willful and is intended to and is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Defendant with Amazon.

143. Defendants' conduct as alleged herein is causing immediate and irreparable harm and injury to Amazon, and to its goodwill and reputation, and will continue to both damage Amazon and confuse the public unless enjoined by this Court. Amazon has no adequate remedy at law.

144. Amazon is entitled to, among other relief, injunctive relief and an award of actual damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

**Count III: False Advertising/Unfair Competition  
(Lanham Act § 43(a); 15 U.S.C. § 1125(a))**

145. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

146. Defendants' unauthorized use in commerce of Amazon's Marks as alleged herein in combination with the Defendants' conduct in, among other things: 1) creating or causing

1 consumers to create false product reviews on Amazon's ecommerce marketplace; 2) creating or  
2 causing consumers to create multiple Amazon seller accounts for the purpose of deceiving  
3 Amazon and consumers; 3) misrepresenting wholesale products sold to consumers for the purpose  
4 of reselling the products with inaccurate descriptions on Amazon's ecommerce marketplace; and  
5 4) misrepresenting products and services on Amazon's ecommerce marketplace for the purpose of  
6 deceiving or confusing Amazon and consumers, constitutes use of a false designation of origin and  
7 misleading description and representation of fact, and constitutes unfair competition in violation of  
8 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B). Defendants Chris Bowser and  
9 Adam Bowser each have authorized, directed, and/or personally participated in these acts, as  
10 outlined above.

11 147. Defendants' unauthorized use of Amazon's Marks in combination with their  
12 conduct and statements as alleged herein deceived or had the capacity to deceive Amazon, its  
13 Sellers, and its customers as to who the Sellers of the services and products are and whether  
14 Defendants were selling genuine or quality products to its student Sellers, some of which  
15 Defendants then listed for sale on the Amazon marketplace on behalf of those Sellers for the  
16 purpose of deceiving Amazon and Amazon's customers. Defendants' deceptive acts were  
17 material to Amazon's decision to allow Defendants' student Sellers to sell their goods on the  
18 Amazon marketplace because Amazon would not have permitted them to sell Defendants'  
19 counterfeit and/or mislabeled goods but for the deceptive acts.

20 148. Defendants' deceptive acts and statements were also material to Amazon's  
21 customers and likely to influence their buying decisions, because Amazon customers rely on  
22 Amazon and Amazon Sellers to only sell genuine and accurately-advertised products. Upon  
23 information and belief, Defendants' conduct as alleged herein is willful and is intended to and is  
24 likely to cause confusion, mistake or deception as to the affiliation, connection, or association of  
25 Defendants with Amazon and constitutes willful false statements in connection with goods and/or  
26

1 services distributed in commerce, in violation of Section 43(a) of the Lanham Act, 15 U.S.C.  
2 § 1125(a).

3 149. Defendants' conduct as alleged herein is causing immediate and irreparable harm  
4 and injury to Amazon, and to its goodwill and reputation, and will continue to both damage  
5 Amazon and confuse the public unless enjoined by this Court. Amazon has no adequate remedy at  
6 law.

7 150. Amazon is entitled to, among other relief, injunctive relief and an award of actual  
8 damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs  
9 of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with  
10 prejudgment and post-judgment interest.

11 **Count IV: Dilution and Tarnishment of a Famous Mark**  
12 **(Lanham Act § 43(c); 15 U.S.C. § 1125(c))**

13 151. Amazon incorporates by reference the allegations of each and every one of the  
14 preceding paragraphs as though fully set forth herein.

15 152. Without Amazon's authorization, Defendants have used and are using the Amazon  
16 Marks and confusingly similar marks to sell their products and services to Amazon Sellers and  
17 those desiring to become Sellers on Amazon's ecommerce marketplace. Defendants have used the  
18 Amazon Marks and confusingly similar marks in interstate commerce, wrongfully capitalizing on  
19 Amazon's reputation and goodwill to induce Amazon Sellers or potential Sellers to buy their  
20 products and services. Defendants Chris Bowser and Adam Bowser each have authorized,  
21 directed, and/or personally participated in these acts, as outlined above.

22 153. The Amazon Marks are distinctive and familiar to millions of Amazon's customers  
23 and identified with Amazon's goods and services. They are famous trademarks within the  
24 meaning of 15 U.S.C. § 1125(c).

25 154. Defendants' acts as alleged herein have diluted and will, unless enjoined, continue  
26 to dilute and are likely to dilute the distinctive quality of Amazon's famous Amazon Marks.

1 155. Defendants' acts as alleged herein, have tarnished and will, unless enjoined,  
2 continue to tarnish, and are likely to tarnish Amazon's Marks by undermining and damaging the  
3 valuable goodwill associated with the Amazon Marks.

4 156. Upon information and belief, Defendants' acts as alleged herein are intentional and  
5 willful in violation of Section 43(c)(1) of the Lanham Act, 15 U.S.C. § 1125(c)(1), and have  
6 already caused Amazon irreparable damage, and will, unless enjoined, continue to so damage  
7 Amazon, which has no adequate remedy at law.

8 157. Amazon is entitled to, among other relief, injunctive relief and an award of actual  
9 damages, Defendants' profits, enhanced damages and profits, reasonable attorneys' fees, and costs  
10 of the action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with  
11 prejudgment and post-judgment interest.

12 **Count V: Tortious Interference**

13 158. Amazon incorporates by reference the allegations of each and every one of the  
14 preceding paragraphs as though fully set forth herein.

15 159. Amazon has a contractual relationship with each of its Sellers, who are required to  
16 agree to the terms and conditions outlined in the BSA and the policies and guidelines incorporated  
17 by reference therein.

18 160. Defendants know that each Seller must agree to the BSA as a condition of selling  
19 on Amazon.

20 161. Defendants know that Sellers are contractually prohibited from maintaining more  
21 than one Amazon store without express authorization from Amazon. Despite this knowledge,  
22 Defendants provide instruction to their students on how to open more than one Amazon store in a  
23 way intended to avoid detection by Amazon, in violation of the BSA and Amazon's published  
24 policies. Defendants also offer to provide students who purchase the "Diamond" level continuing  
25 education package with a laptop for the express purpose of breaching their contracts with Amazon  
26

1 by establishing a second store that Amazon would have difficulty linking to the student's original  
2 seller account.

3 162. Defendants know that Amazon Sellers are contractually prohibited by the BSA  
4 from manipulating reviews of their products. Despite this knowledge, Defendants instruct their  
5 student Sellers to obtain fraudulent product reviews from friends, family, other FBA-Stores  
6 students, or from companies in the business of selling fake reviews.

7 163. Defendants also know that Sellers are contractually prohibited from selling  
8 counterfeit goods on the Amazon marketplace and otherwise providing misleading and inaccurate  
9 product listings. Despite this knowledge, and for the purpose of encouraging Sellers to violate  
10 their contracts with Amazon, Defendants supply mislabeled and/or inauthentic goods to the FBA-  
11 Stores student Sellers and then represent those goods as genuine articles when listing those  
12 products on behalf of those Sellers through Amazon's Seller Central interface. Defendants also  
13 misrepresent the condition, quality, and/or description of certain genuine articles when listing  
14 those products on behalf of the FBA-Stores student Sellers, in violation of the BSA.

15 164. Through their conduct, Defendants intended to disrupt and, with malice and  
16 through unfair means, did interfere with the performance of Amazon's contracts with the FBA-  
17 Stores student Sellers. Defendants induced some student Sellers to engage in behavior Defendants  
18 knew violated the terms of Amazon's BSA and incorporated policies. In addition, Defendants –  
19 acting on behalf of certain student Sellers and using their access to the students' Seller accounts –  
20 themselves took direct action that resulted in a breach of student Seller contracts with Amazon by:

- 21 • Setting up second seller accounts for students as part of FBA-Stores' "Diamond-  
22 level" package on laptops provided expressly for that purpose;
  - 23 • Providing and/or facilitating fake positive product reviews; and
  - 24 • Preparing and inputting inaccurate product listings for their student Sellers using  
25 access to their students' Amazon Seller accounts.
- 26





1 (iv) interfering directly or indirectly in Amazon's contractual relationships with  
its Sellers; and

2 (v) assisting, instructing, aiding or abetting any other person or business entity  
3 in engaging or performing any of the activities referred to in  
subparagraphs (i) - (iv) above;

4 C. That the Court enter an order requiring forfeiture and/or destruction of all materials  
5 displaying the Amazon Marks without authorization;

6 D. That the Court enter an order requiring disgorgement of Defendants' profits and  
7 awarding Amazon compensatory and treble damages, including prejudgment and post-judgment  
8 interest;

9 E. That the Court enter an order requiring Defendants to pay to Amazon both the costs  
10 of this action and the reasonable attorneys' fees incurred by Amazon in prosecuting this action;  
11 and

12 F. That the Court grant Amazon such other, further, and additional relief as the Court  
13 deems just and equitable.

14 DATED this 6th day of December, 2017.

15 SUMMIT LAW GROUP PLLC  
16 Attorneys for Plaintiff Amazon.com, Inc.

17 By s/ Philip S. McCune

18 By s/ Christopher T. Wion

19 Philip S. McCune, WSBA #21081  
20 Christopher T. Wion, WSBA #33207  
315 Fifth Avenue S., Suite 1000  
Seattle, WA 98104  
(206) 676-7000  
21 *philm@summitlaw.com*  
*chrisw@summitlaw.com*

# EXHIBIT 1



Seller Central Help

[Close Window](#)

## Amazon Services Business Solutions Agreement

### General Terms

Welcome to **Amazon Services Business Solutions**, a suite of optional services for sellers including: [Selling on Amazon](#), [Fulfillment by Amazon](#), [Amazon Clicks](#), [Transaction Processing Services](#), and the [Marketplace Web Service](#).

THIS AMAZON SERVICES BUSINESS SOLUTIONS AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND AMAZON. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SERVICE TERMS AND PROGRAM POLICIES THAT APPLY FOR EACH COUNTRY FOR WHICH YOU REGISTER OR ELECT TO USE A SERVICE (IN EACH CASE, THE "**ELECTED COUNTRY**").

As used in this Agreement, "**we**," "**us**," and "**Amazon**" means the applicable Amazon Contracting Party and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using a Service as an individual), or the business employing the applicant (if registering for or using a Service as a business) and any of its Affiliates. Capitalized terms have the meanings given to them in this Agreement. If there is a conflict among terms in this Agreement, the Program Policies will prevail over any applicable Service Terms and the General Terms, and the applicable Service Terms will prevail over the General Terms.

#### 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, the 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 any or all of the Services at our sole discretion and without notice.

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

Fee details are described in the applicable Service Terms and Program Policies. You are responsible for all of your expenses in connection with this Agreement. To use a Service, you must provide us with valid credit card information from a credit card or credit cards acceptable by Amazon ("**Your Credit Card**") as well as valid bank account information for a bank account or bank accounts acceptable by Amazon (conditions for acceptance 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 a Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. 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 the issuer of Your Credit Card, and to charge Your Credit Card or debit Your Bank Account for any sums payable by you to us (in reimbursement or otherwise). All payments to you will be remitted to Your Bank Account through a banking network or by other means specified by us.

**If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Amazon or third parties, then we may in our sole discretion withhold any payments to you for as long as**

**we determine any related risks to Amazon or third parties persist. For any amounts that we determine you owe us, we may (a) charge Your Credit Card or any other payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you.** 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.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Amazon or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture.

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 an Amazon Site or Service is unavailable following the commencement of a transaction.

### **3. Term and Termination.**

The term of this Agreement will start on the date of your completed registration for or use of a Service, whichever occurs first, and continue until terminated by us or you as provided in this Agreement (the "**Term**"). We may terminate or suspend this Agreement or any Service for any reason at any time by notice to you. You may terminate this Agreement or any Service for any reason at any time by the means then specified by Amazon. 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 19 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 applicable Amazon Site or Service); 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).

### **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) you have all requisite right,

power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you or your Affiliates to Amazon or its Affiliates is at all times accurate and complete; (d) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) 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, our Affiliates, and our and their respective officers, directors, employees, representatives, 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 of Your Sales Channels other than Amazon Sites and Amazon Associated Properties, Your Products (including their offer, sale, performance, and fulfillment), 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; (c) Your Personnel (including any act or omission of Your Personnel or any Claim brought or directed by Your Personnel); or (d) 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 SITES 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 SITES, THE SERVICES, THE MWS SITE, AND SELLER CENTRAL AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) 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 SITES 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 PARTICIPANT RELEASES 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 THOSE 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 gross proceeds from Your Transactions exceed the applicable 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 for each applicable Elected Country commercial general, umbrella or excess liability insurance with the Insurance Limits per occurrence and in 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, reporting, and payment of any and all of Your Taxes, except to the extent Amazon expressly agrees to receive taxes or other transaction-based charges in connection with tax calculation services made available by Amazon and used by you. You agree to and will comply with the Tax Policies. 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 other Person; 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.**

Subject to the Transaction Processing Service Terms (if the Elected Country for a Service is the United States), 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 will be construed to give to any person other than the parties to this Agreement 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 in this Agreement are intended to be and are for the sole and exclusive benefit of Amazon, you, and customers. 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 any Amazon Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under this Agreement if 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 with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any customer; or (e) target communications of any kind on the basis of the intended recipient being an Amazon Site user. In addition, you may only use tools and methods that we designate to communicate with Amazon Site users regarding Your Transactions, including for the purpose of scheduling, communicating, or cancelling the fulfillment of Your Products. 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 that 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 any Amazon Site or Service (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. If we make suggestions on using the Services, you are responsible for any actions you take based on our suggestions.

#### **16. Modification.**

We may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on Seller Central, on the MWS Site, or on the applicable 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 General Terms and the Service Terms 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 and the MWS Site, as applicable, to review the current Agreement (including the Service Terms and Program Policies) and to be sure that the items you offer can be offered via the applicable Service. YOUR CONTINUED USE OF A SERVICE AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

#### **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, including the MWS Site, as applicable) to use the Services, 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. Export.**

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

#### **19. 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. If the Elected Country is Japan, Amazon and you both consent that any dispute with Amazon or its Affiliates or claim relating in any way to your use of the Services or this Agreement as it relates to your use of the Services in Japan will be adjudicated in the Governing Courts, and you consent to exclusive jurisdiction and venue in the Governing Courts. If the Elected Country is the United States, Canada, or Mexico, **Amazon and you both consent that any dispute with Amazon or its Affiliates or claim relating in any way to this Agreement or your use of the Services will be resolved by binding arbitration as described in this paragraph, rather than in court**, except that (i) you may assert claims in a small claims court that is a Governing Court if your claims qualify and (ii) you or we may bring suit in the Governing Courts, submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, 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., 2215-B Renaissance Drive, Las Vegas, NV 89119. 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 at a mutually agreed location. **Amazon and you 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 **Amazon and you 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.

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Services, including by redesigning, modifying, removing, or restricting access to any of them.

Because Amazon is not your agent (except for the limited purpose set out in the Transaction Processing Service Terms (if the Elected Country for a Service is the United States)), 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 the MWS Site, as applicable, or by any other means then specified by Amazon. We may also communicate with you electronically and in other media, and you consent to such communications regardless of any "E-mail Preferences" (or similar preferences or requests) you may have indicated on the applicable Amazon Site, on Seller Central, on the MWS Site, or by any other means. You may change your e-mail addresses and certain other information in Seller Central and the MWS Site, as applicable. You will ensure that all of your information is up to date and accurate at all times. You must send all notices and other communications relating to Amazon to our Merchant Services Team by using the [Contact Us](#) form.

This Agreement incorporates and you accept the applicable Service Terms and Program Policies, which Amazon may modify from time to time. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. If the 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: Si le pays de service est le Canada, les parties conviennent que la présente autorisation et tous les termes et conditions applicables s'y rattachant soient rédigés en anglais.) If the Elected Country is any country other than Japan, we may make available translations to this Agreement and the applicable Service Terms and Program Policies, but the English version will control. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter 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 that entity.

**"Amazon Associated Properties"** means any website or other online point of presence, mobile application, service or feature, other than an Amazon Site, through which any Amazon Site, or products or services available on any of them, are syndicated, offered, merchandised, advertised, or described.

**"Amazon Contracting Party"** means the party outlined below.

- If the Elected Country is Canada:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Services International, Inc.
Selling on Amazon (if your account is enabled to list Optional Coverage Plans)	Amazon Services Contracts, Inc.
Fulfillment by Amazon	Amazon.com.ca, Inc.
Amazon Clicks	Amazon Services International, Inc.

- If the Elected Country is Japan:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Japan G.K.
Fulfillment by Amazon	Amazon Japan G.K.

Amazon Clicks	Amazon Japan G.K.
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- If the Elected Country is Mexico:

Service	Amazon Contracting Party
Selling on Amazon	Servicios Comerciales Amazon México S. de R.L. de C.V.
Fulfillment by Amazon	Servicios Comerciales Amazon México S. de R.L. de C.V.
Amazon Clicks	Servicios Comerciales Amazon México S. de R.L. de C.V.

- If the Elected Country is the United States:

Service	Amazon Contracting Party
Selling on Amazon	Amazon Services LLC
Selling on Amazon (if your account is enabled to list Optional Coverage Plans)	Amazon Services Contracts, Inc.
Fulfillment by Amazon	Amazon Services LLC
Amazon Clicks	Amazon Services LLC
Transaction Processing Services	Amazon Payments, Inc.

- If you register for or use the Marketplace Web Service, the Amazon Contracting Party is the Contracting Party that provides the applicable Service you use in connection with the Marketplace Web Service.

**"Amazon Site"** means, as applicable, the CA Amazon Site, the JP Amazon Site, the MX Amazon Site, or the US Amazon Site.

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

**"CA Amazon Site"** means the website, the primary home page of which is identified by the url [www.amazon.ca](http://www.amazon.ca), and any successor or replacement of such website.

**"Content"** means copyrightable works under applicable Law and content protected by database rights under applicable Law.

**"Excluded Products"** means the items described on the applicable [Restricted Products pages](#) in Seller Central, any other applicable Program Policy, or any other information made available to you by Amazon.

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

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

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

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

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

- One Million Canadian Dollars (\$1,000,000) (if the Elected Country is Canada),
- One Hundred Million Japanese Yen (¥100,000,000) (if the Elected Country is Japan),
- Ten Million Mexican Pesos (\$10,000,000) (if the Elected Country is Mexico),
- One Million U.S. Dollars (\$1,000,000) (if the Elected Country is the United States).

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

- Ten Thousand Canadian Dollars (\$10,000) (if the Elected Country is Canada),
- One Million Japanese Yen (¥1,000,000) (if the Elected Country is Japan),
- One Hundred Thousand Mexican Pesos (\$100,000) (if the Elected Country is Mexico),
- Ten Thousand U.S. Dollars (\$10,000) (if the 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.

**"JP Amazon Site"** means that website, the primary home page of which is identified by the url [www.amazon.co.jp](http://www.amazon.co.jp), and any successor or replacement of such website.

**"Law"** means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future 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 the Elected Country is the United States),
- Canadian Dollars (if the Elected Country is Canada),
- Mexican Pesos (if the Elected Country is Mexico),
- Japanese Yen (if the Elected Country is Japan).

**"MX Amazon Site"** means the website, the primary home page of which is identified by the url [www.amazon.com.mx](http://www.amazon.com.mx), and any successor or replacement of such website.

**"MWS Site"** means that website (and any successor or replacement of such website), the primary homepage of which is currently located at <http://developer.amazonservices.com/>.

**"Optional Coverage Plans"** means warranties, extended service plans and related offerings, in each case as determined by us, that you offer.

**"Order Information"** means, with respect to any of Your Products ordered through an Amazon 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 applicable Amazon Site, on Seller Central, or on the MWS Site, 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](#)).

**"Sales Proceeds"** means the gross proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges, and including taxes and customs duties to the extent specified in the applicable [Tax Policies](#).



**"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 a particular Amazon Site or any other online point of presence.

**"Service"** means each of the following services: Selling on Amazon, Fulfillment by Amazon, Amazon Clicks (including Amazon Sponsored Products), the Marketplace Web Service, and, if the Elected Country for a Service is the United States, the Transaction Processing Services, together in each case with any related services and materials we make available.

**"Service Terms"** means the service terms applicable to each Service, which are made part of this Agreement upon the date you elect to register for or use the applicable Service, and any subsequent modifications we 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.

**"US Amazon Site"** means that website, the primary home page of which is identified by the url www.amazon.com, and any successor or replacement of such website.

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

**"Your Personnel"** means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

**"Your Product"** means any product or service (including Optional Coverage Plans) that you: (a) have offered through the Selling on Amazon Service; (b) have made available for advertising through the Amazon Clicks Service; or (c) have fulfilled or otherwise processed through the Fulfillment by Amazon Service.

**"Your Sales Channels"** means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

**"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 (a) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services; (b) in connection with any products or services provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of you or your Affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors, or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange. Also, if the Elected Country is the United States, Mexico, 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 an Amazon Site.

## **Selling on Amazon Service Terms**

The Selling on Amazon Service ("**Selling on Amazon**") is a Service that allows you to offer certain products and services directly on the Amazon Sites.

These Selling on Amazon Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in Selling on Amazon. BY REGISTERING FOR OR USING THE SELLING ON AMAZON SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING 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 THROUGH A PARTICULAR AMAZON SITE (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 YOUR PRODUCTS ON THAT AMAZON SITE PURSUANT TO SUCH SEPARATE AGREEMENT, TRANSACTIONS OF YOUR PRODUCTS ON THAT 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.**

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

**S-1.1 Products and Product Information.** You will provide in the format we require accurate and complete Required Product Information for each product or service that you offer through any Amazon Site and promptly update that 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 on any Amazon Site 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 offer any Excluded Products on any Amazon Sites; or provide any URL Marks for use, or request that any URL Marks be used, on any Amazon Site.

**S-1.2 Product Listing; Merchandising; Order Processing.** We will enable you to list Your Products on a particular Amazon Site, and conduct merchandising and promote Your Products as permitted by us (including via the Amazon Associated Properties or any other functions, features, advertising, or programs on or in connection with the applicable Amazon Site). We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and Amazon may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your Products through the applicable Amazon Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so, and will remit them to you in accordance with these Selling on Amazon Service Terms.

**S-1.3 Shipping and Handling Charges.** For Your Products ordered by customers on or through an Amazon Site that are not fulfilled using Fulfillment by Amazon, you will determine the shipping and handling charges subject to our Program Policies and standard functionality (including any category-based shipping and handling charges we determine, such as for products offered by sellers on the Individual selling plan and BMVD Products generally). When we determine the shipping and handling charges, you will accept them as payment in full for your shipping and handling. Please refer to the Fulfillment by Amazon Service Terms for Your Products that are fulfilled using Fulfillment by Amazon.

**S-1.4 Credit Card Fraud.** We will bear the risk of credit card fraud (i.e., a fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Your Transactions except in connection with Seller-Fulfilled Products that are not fulfilled strictly in accordance with the Order Information and Shipment Information. You will bear all

other risk of fraud or loss. 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 or cancel orders of Your Products if we ask you to do so. If you have already transferred Your Products to a carrier or shipper when we ask you to stop or cancel an order, you will use commercially reasonable efforts to stop or cancel delivery of that order. 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 for each Amazon Site for which you register or use the Selling on Amazon Service, you will: (a) source, offer, sell and fulfill your Seller-Fulfilled Products, and source and, offer and sell your Amazon-Fulfilled Products, in each case in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the applicable Amazon Site at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner complying with all applicable packaging and labeling requirements and ship each of Your Products on or before its Expected Ship Date; (c) retrieve Order Information at least once each business day; (d) only cancel Your Transactions as permitted pursuant to your terms and conditions appearing on the applicable Amazon Site at the time of the applicable order or as may be required under this Agreement; (e) fulfill Your Products throughout the Elected Country (except to the extent prohibited by Law or this Agreement); (f) provide to Amazon information regarding fulfillment 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) ensure that you are the seller of each of Your Products; (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 each of Your Products on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (k) except as expressly permitted by this Agreement, not send customers emails confirming orders or fulfillment of Your Products. If any of Your Products are fulfilled using Fulfillment by Amazon, the Fulfillment by Amazon Service Terms for the applicable Amazon Site will apply to the storage, fulfillment, and delivery of such Amazon-Fulfilled Products.

**S-2.2 Cancellations, Returns, and Refunds.** The Amazon Refund Policies for the applicable Amazon Site will apply to Your Products. Subject to [Section F-6](#), for any of Your Products fulfilled using Fulfillment by Amazon, you will promptly accept, calculate, and process cancellations, returns, refunds, and adjustments in accordance with this Agreement and the Amazon Refund Policies for the applicable Amazon Site, using functionality we enable for your account. Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments for the benefit of customers. You will route any payments to customers in connection with Your Transactions through Amazon. We will make any payments to customers in the manner we determine, and you will reimburse us for all amounts we pay.

## **S-3 Problems with Your Products.**

**S-3.1 Delivery Errors and Nonconformities; Recalls.** You are solely responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment 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 for the applicable Amazon Site will apply to non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of those of Your Products. You are also responsible for any non-conformity or defect in, any public or private recall of, or safety alert of any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls, or safety alerts of Your Products or other products provided in connection with Your Products.



**S-3.2 A-to-z Guarantee and Chargebacks.** If we inform you that we have received or initiated a claim under the "A-to-z Guarantee" offered on a particular Amazon Site, or any chargeback or other dispute, concerning one of Your Transactions, you will deliver to us in a format and manner we specify: (a) proof of fulfillment of Your Product(s) (as applicable); (b) the applicable Amazon order identification number; (c) a description of Your Product(s) (as applicable); and (d) any terms provided by you or us and displayed on the Amazon Site at the time of the transaction in question. 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 S-1.4; 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 in accordance with the Service Fee Payments section of this Agreement 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 the Elected Country is Japan and we receive or initiate 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 offer on a particular Amazon Site. You will maintain parity between the products you offer through Your Sales Channels and the products you list on any Amazon Site by ensuring that : (a) the Purchase Price and every other term of offer 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 cancellation, return and refund policies) is at least as favorable to Amazon Site users as the most favorable terms upon which a product is offered 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 and service 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, if the shipping and handling charges associated with the sale and fulfillment of any of Your Products offered on an Amazon Site are included (and not separately stated) in the item price listed for Your Product (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 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 or sale for the product (including any and all separately stated shipping and handling charges) pursuant to which the product or service is offered or sold via any of Your Sales Channels.

#### **S-5 Compensation.**

You will pay us: (a) the applicable Referral Fees; (b) any applicable Variable Closing Fee; (c) the non-refundable Selling on Amazon Subscription Fee in advance each month; and (d) any other applicable fees described in this Agreement (including any applicable Program Policies). "**Selling on Amazon Subscription Fee**" means the fee specified as such on the Selling on Amazon Fee Schedule for the applicable Amazon Site at the time such fee is payable. With respect to each of Your Transactions: (i) "**Sales Proceeds**" has the meaning set out in this Agreement; (ii) "**Variable Closing Fee**" means the applicable fee, if any, as specified on the Variable Closing Fee Schedule for the applicable Amazon Site; and (iii) "**Referral Fee**" means the applicable fee based on the Sales Proceeds from Your Transaction through the applicable Amazon Site specified on the Selling on Amazon Fee Schedule for that Amazon Site at the time of Your Transaction, based on the

categorization by Amazon of the type of product that is the subject of Your Transaction; provided, however, that Sales Proceeds will not include any shipping charges set by us in the case of Your Transactions that consist solely of products fulfilled using Fulfillment by Amazon.

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

Except as otherwise stated in this Agreement, we will remit to you your available balance on a bi-weekly (14 day) (or at our option, more frequent) basis, which may vary for each Elected Country. For each remittance, your available balance is equal to any Sales Proceeds received by us or our Affiliates but not previously remitted to you as of the applicable Remittance Calculation Date (which you will accept as payment in full for Your Transactions), less: (a) the Referral Fees; (b) the applicable Variable Closing Fee; (c) any Selling on Amazon Subscription Fees; (d) any other applicable fees described in this Agreement (including any applicable Program Policies); and (e) any amounts we require you to maintain in your account balance pursuant to this Agreement (including payments withheld pursuant to Section 2 of the General Terms, Section S-1.4, and applicable Program Policies).

We may establish a reserve on your account based on our assessment of risks to Amazon or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time at our sole discretion.

When you either initially provide or later change Your Bank Account information, the Remittance Calculation Date may be deferred by up to 14 days. 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), on the next available Remittance Calculation Date 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), less the Refund Administration Fee for each of Your Products 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. **"Refund Administration Fee"** means the applicable fee described on the Refund Administration Fee Schedule for the applicable Amazon Site.

#### **S-7 Control of Amazon Sites.**

We have the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Amazon Sites, including by redesigning, modifying, removing, or restricting access to any of them, and by suspending, prohibiting, or removing any listing.

#### **S-8 Effect of Termination.**

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

#### **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 published on the applicable Amazon Site and applicable to products and services offered via that Amazon Site.

**"BMVD Product"** means any book, magazine or other publication, sound recording, video recording, and/or other media product in any format, including any subscription, in each case excluding any software product, computer game, and/or video game.

**"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 a particular Amazon Site but that we do not honor or support (but only until such time as we honor or support the same on such Amazon Site); 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 the Elected Country is Canada, Mexico, or the United States, have affirmatively elected and opted-in to participate in your or one of your Affiliates' membership-based customer loyalty or customer incentive programs.

**"Expected 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.

**"Media Product"** means any book, magazine or other publication, sound recording, video recording, software product, computer game, videogame, or other media product in any format, including any related subscription, offered through an 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).

**"Remittance Calculation Date"** is the date that is two (2) business days prior to the date of remittance (the **"Remittance Calculation Date"**).

**"Required Product Information"** means, with respect to each of Your Products in connection with a particular Amazon Site, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (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); (h) any text, disclaimers, warnings, notices, labels, warranties, or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising, or sale of 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; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

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

**"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 of a top level domain (e.g., dot com, dotcom, net, or com).

**"Your Transaction"** is defined in the General Terms of this Agreement; however, as used in these Selling on Amazon Service Terms, it means any and all such transactions through Selling on Amazon only.

## **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 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 AGREEMENT, INCLUDING THESE FBA SERVICE TERMS. 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 the Elected Country is Japan, the following applies to you: Notwithstanding anything to the contrary in the 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 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 offer 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 an 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 the applicable Elected Country, to be delivered to customers in the same 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. 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.

**F-3.3** 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 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 General Terms of this Agreement. As between you, us, and the applicable carrier, you will be the shipper of record, and we will make payment to the carrier with respect to the shipment of all Units 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 authorize the applicable carrier to provide us with all shipment tracking information.

**F-3.4** If you ship Units from outside the applicable 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, reimburse you in accordance with the FBA Guidelines, and you will, at our request, provide us a valid tax invoice for the compensation paid to you. If we reimburse you for a Unit, we will be entitled to dispose of the Unit pursuant to Section F-7. This reimbursement is our total liability for any duties or obligations that we or our agents or representatives may have and is your only right or remedy. 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 this 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 the 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 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 applicable FBA Guidelines.

## 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 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 the 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** Subject to Section F-7, we will, at your direction, either return or dispose of any Unit that is returned to us by a customer and that we determine is an 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 or that we dispose of Units.

**F-7.2** We may return Units to you for any reason, including upon termination of these FBA Service Terms. Returned Units will be sent to your designated shipping address. However, if (a) the designated shipping address we have for you is outdated or incorrect, (b) you have not provided or, upon our request, confirmed a designated shipping address in the Elected Country, or (c) we cannot make arrangements for you to pay for the return shipment, then the Unit(s) will be deemed abandoned and we may elect to dispose of them in our sole discretion.

We may dispose of any Unsuitable Unit (and you will be deemed to have consented to our action): (i) 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; (ii) 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 (iii) if you fail to direct us to return or dispose of any Unsuitable Unit within thirty (30) days (or as otherwise specified in the applicable Program Policies) after we notify you. In addition, you will reimburse us for expenses we incur in connection with any Unsuitable Units.

**F-7.3** We may dispose of any Unit we are entitled to dispose of (including any Unsuitable Units) 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.

**F-7.4** You will promptly notify us of any recalls or potential recalls, or safety alerts of any of Your Products and cooperate and assist us in connection with any recalls or safety alerts, 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 potential recall or safety alerts 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 Agreement (including these FBA Service Terms and the Program Policies). Except as provided in this [Section F-8](#) regarding any Amazon Fulfillment Units, customer service will be handled in accordance with 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 reimburse you in accordance with the [FBA Guidelines](#) for the replacement Unit, or (ii) process a refund to the customer and reimburse you in accordance with the FBA Guidelines for the Unit; or (b) for any Multi-Channel Fulfillment Unit, reimburse you in accordance with the FBA Guidelines for the Unit (and you will, at our request, provide us a valid tax invoice for the compensation paid to you). Any customer refund will be processed in accordance with the Selling on Amazon and the Transaction Processing Service Terms (if the Elected Country for a Service is the United States). 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 FBA 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 a Unit back into your inventory, you will reimburse us for the applicable Replacement Value (as described in the FBA Guidelines) of the returned Unit. Any replacement Unit shipped by us under these FBA 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 applicable Amazon Site or Service in accordance with, and subject to, the terms and conditions of this Agreement and your Seller Agreement.

## **F-9 Compensation for Fulfillment Services**

**F-9.1 Handling and Storage Fees.** You will pay us the applicable fees described in the applicable Fulfillment by Amazon [Fee Schedule](#). 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 "Free 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 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 General Terms of this Agreement, you also agree to indemnify, defend, and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives, and agents against any Claim that arises from 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, on behalf of yourself and any 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 unconditionally and irrevocably release and forever fully discharge Amazon and each of our Affiliates, and any and all of our and their predecessors, successors, and Affiliates, past and present, as well as each of our and 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 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 or use FBA, 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 addition to the foregoing, you 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, 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 these FBA Service Terms.

#### **F-12 Disclaimer**

IN ADDITION TO THE DISCLAIMER IN SECTION 7 OF THE GENERAL TERMS OF THIS AGREEMENT, WE DISCLAIM ANY DUTIES OF A BAILEE OR WAREHOUSEMAN, AND YOU WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (WHETHER ARISING UNDER 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 Agreement or these FBA Service Terms in connection with a particular Elected Country, we will, as directed by you, return to you or dispose of the Units held in that Elected Country as provided in Section F-7. If you fail to direct us to return or dispose of the Units within thirty (30) days (or as otherwise specified in the applicable Program Policies) 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 our actions. Upon any termination of these FBA Service Terms in connection with a particular Elected Country, all rights and obligations of the parties under these FBA Service Terms in connection with such Elected Country 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 General Terms of this 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 the 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 Canada, Mexico, Japan, 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 an Amazon Site. For avoidance of doubt, if you have successfully registered for or used 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 applicable Program Policies.

**"Foreign Address"** means (a) if the 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 the Elected Country is not the United States, any mailing address that is not within the 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 offer products and services via a particular 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, unfit for a particular purpose, 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 Agreement (including applicable Service Terms and Program Policies); (d) that Amazon determines is unsellable or unfulfillable; or (e) that Amazon determines is otherwise unsuitable.

## Amazon Clicks Service Terms

Amazon Clicks, including Amazon Sponsored Products ("**Amazon Clicks**"), is a Service that allows you to advertise Your Products on Amazon Network Properties.

These Amazon Clicks Service Terms are part of the Agreement, and, unless specifically provided otherwise, concern and apply only to your participation in Amazon Clicks. BY REGISTERING FOR OR USING AMAZON CLICKS, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE AMAZON CLICKS SERVICE TERMS.

### C-1 Amazon Clicks

Your Ads may be displayed or made available on Amazon Network Properties as we determine. We do not guarantee that Your Ads will be displayed or made available on any Amazon Network Property, or that Your Ads will appear in any particular position or rank. Notwithstanding any other provision of the Agreement, we may in our sole discretion restrict, modify or otherwise determine the content, appearance, design, functionality and all other aspects of Your Ads, and we may remove any of Your Ads without notice. Except to the extent expressly stated in the Agreement, you are solely responsible for all obligations, risks and other aspects pertaining to the sale of any of Your Products referred to in Your Ads, including without limitation order processing, order fulfillment, returns, refunds, recalls, misdelivery, theft, customer service, and collection of taxes. In addition, you are solely responsible for all ad content, URLs and any other information you submit to us in connection with Your Ads, and the websites and/or other properties to which Your Ads direct users (other than the Amazon Site).

We may use mechanisms that rate, or allow users to rate, Your Products and/or your performance, and we may make these ratings and feedback publicly available. We may use any means we determine necessary to review and monitor Your Ads to improve our service and ad quality.

### C-2 Product Information

You will, in accordance with applicable Program Policies, provide, in the format we require, accurate and complete information for each of Your Ads. You will update this information as necessary to ensure that it is at all times accurate and complete. You will not provide any information for, or otherwise seek to advertise for sale on any Amazon Network Property, any products that are unlawful or are otherwise prohibited by applicable Program Policies.

### **C-3 Amazon Clicks Requirements**

Using the highest industry standards, you will treat users and customers who link to Your Products via any of Your Ads with courtesy and respect during all stages of the buying process and resolve to our and their satisfaction in a timely and professional manner any related customer service matters we or they bring to your attention. You will ensure that Your Materials and your advertisement, offer, sale and fulfillment of Your Products comply with all applicable Laws and Program Policies. You will not, directly or indirectly, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with your participation in Amazon Clicks, including: (a) sending multiple listings of identical products in the same feed or sending multiple feeds under different accounts; (b) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise; (c) collecting any user information from any Amazon Network Property or retrieving, extracting, indexing or caching any portion of any Amazon website or services or the websites or services of our Affiliates, whether through the use of automated applications or otherwise; (d) targeting communications of any kind on the basis of the intended recipient being a user of any Amazon Network Property; (e) interfering with the proper working of any Amazon Network Property, Amazon Clicks or our systems; or (f) attempting to bypass any mechanism we use to detect or prevent any of the activities described in this paragraph.

### **C-4 Payment and Tax Matters**

You will pay us the applicable fees we calculate for your use of the Amazon Clicks Service. Any per Click fee will be determined solely by Amazon based on the amount you bid for each of Your Ads, consistent with any applicable product category minimums and Program Policies. You agree to pay us the applicable fees we calculate for your use of the Amazon Clicks Service in the applicable Local Currency only. In addition to any other means permitted by the Agreement, we may collect the applicable fees: (a) in accordance with the payment ladder described in the Program Policies; and (b) on a recurring monthly basis for any remaining unpaid fees accrued after the last ladder payment charged each month. If we choose to invoice you for amounts due to us under the Agreement, you will pay the invoiced amounts within 30 days of the date of the applicable invoice. We may require payment of interest at the rate of 1.5% per month compounded monthly (19.56% compounded annually) or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until paid in full. You will reimburse us for all fees incurred in connection with our collection of amounts payable and past due. You waive all claims related to the fees we charge (including without limitation fees based on suspected invalid Clicks on or invalid impressions of Your Ads), unless claimed within 60 days after the date charged. You understand third parties may generate impressions or Clicks on Your Ads for improper purposes, and you accept this risk. Your sole and exclusive remedy for any suspected invalid impressions or Clicks is to request advertising credits within the timeframe set out above.

### **C-5 Effect of Termination**

Upon any termination of the Term of the Agreement or these Amazon Clicks Service Terms, all rights and obligations of the parties under these Amazon Clicks Service Terms will terminate, except that Sections C-1, C-2, C-4, C-5, C-6 and C-7 will survive termination.

### **C-6 Agents**

If you are an Agent: (a) you represent and warrant that you have been appointed as an agent of an Amazon Clicks Participant, that you are duly authorized to enter into this Agreement on behalf of the Amazon Clicks Participant and have full power and authority to bind the Amazon Clicks Participant to this Agreement, that all of your actions related to this Agreement and the Amazon Clicks Service will be within the scope of this agency, and that the Agreement including these Amazon Clicks Service



Terms will be enforceable against the Amazon Clicks Participant in accordance with its terms; (b) you will, upon our request, provide us written confirmation of the agency relationship between you and the Amazon Clicks Participant, including, for example, the Amazon Clicks Participant's express acknowledgment that you are its Agent and are authorized to act on its behalf in connection with Amazon Clicks; (c) except as set forth in the Agreement, you will not make any representation, warranty, promise or guarantee about Amazon Clicks, us or your relationship with us; (d) you will perform your duties pursuant to the Agreement including these Amazon Clicks Service Terms in a professional manner consistent with any requirements we may establish; (e) you will not at any time use information received in connection with Amazon Clicks to conduct any marketing efforts targeted at our existing advertisers or Amazon Clicks Participants; (f) you and the Amazon Clicks Participant are each responsible for all payment obligations under these Amazon Clicks Service Terms, and you and the Amazon Clicks Participant each waive any rights that might require us to proceed against one or more of you prior to proceeding against the other; and (g) you will abide by all restrictions applicable to the Amazon Clicks Participant under this Agreement, including without limitation confidentiality and non-use obligations (e.g., you will not disclose any Confidential Information generated or collected in connection with Amazon Clicks to any person or entity other than to the Amazon Clicks Participant to which such data or information relates, and you will not use any Confidential Information generated or collected in connection with Amazon Clicks for any purpose other than creating, managing, and reporting advertising campaigns on Amazon Network Properties on behalf of the particular Amazon Clicks Participant that has expressly authorized you to do so).

## **C-7 Miscellaneous**

### **C-7.1 Representations**

In addition to your representations and warranties in Section 5 of the Agreement, you represent and warrant to us that: (a) on any website to which Your Ads link (other than on the Amazon Site), you will at all times post and comply with a privacy policy that complies with all applicable Laws; and (b) Your Materials and any information displayed on your website or on any website to which Your Ads link (for the Amazon Site, only to the extent such information is based on Your Materials) comply with all applicable Laws (including without limitation all marking and labelling requirements) and do not contain any false, misleading, infringing, defamatory, obscene or sexually explicit materials (except to the extent expressly permitted under applicable Program Policies).

### **C-7.2 Indemnification**

In addition to your obligations under Section 6 of the Agreement, you agree to indemnify, defend and hold harmless us, our Affiliates, and our and their respective officers, directors, employees, representatives and agents against any Claim arising from or related to: (a) your participation in Amazon Clicks, including without limitation the display of any of Your Ads, any Content, data, materials or other items or information to which Your Ads link, or any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing; (b) your actual or alleged breach of any representation, warranty, or obligation set forth in these Amazon Clicks Service Terms or the Program Policies; or (c) if you are an Agent, any breach or alleged breach of Section C-6 or your other representations, warranties, or obligations set forth in these Amazon Clicks Service Terms.

### **C-7.3 Disclaimers**

IN ADDITION TO THE DISCLAIMERS IN SECTION 7 OF THE AGREEMENT, WE AND OUR AFFILIATES DISCLAIM AND YOU WAIVE ALL CLAIMS REGARDING ANY GUARANTEES ABOUT TIMING, POSITIONING, ADJACENCY, PERFORMANCE, QUANTITY OR QUALITY OF (AS APPLICABLE): PLACEMENTS, TARGETING, IMPRESSIONS, CLICKS, CLICK RATES, CONVERSION RATES, AUDIENCE SIZE, DEMOGRAPHICS OR ADVERTISING COSTS.

### **C-7.4 API Partner**

You may authorize another entity ("**API Partner**") to access or use the Amazon Clicks Service on your behalf through an application program interface or other means as we may designate. Your authorization of an API Partner to access or use the Amazon Clicks Services is conditioned on our consent, which we may grant or withdraw at any time in our sole discretion. You will require your

API Partner to be bound by, and your API Partner will comply with, all restrictions applicable to you under this Agreement (including without limitation your confidentiality and non-use obligations). As between you and us, you will be fully responsible for the acts, omissions, and obligations of your API Partner as if such acts, omissions, and obligations were your acts, omissions, and obligations.

### **Amazon Clicks Definitions**

**"Agent"** means an advertising agency or other person or entity who represents an Amazon Clicks Participant as its agent.

**"Amazon Clicks Participant"** means any person or entity enrolled in Amazon Clicks by you if you are the Agent of that person or entity.

**"Amazon Network Properties"** means: (a) the Amazon Site; (b) any website, device, service, feature or other online point of presence operated by Amazon or any of our Affiliates; and (c) any Amazon Associated Properties.

**"Click"** means each time a user clicks on any of Your Ads as determined solely by Amazon.

**"Your Ads"** means any advertisement for Your Product based upon Your Materials that is displayed through Amazon Clicks.

### **Transaction Processing Service Terms**

BY REGISTERING FOR OR USING ANY SERVICE OTHER THAN AMAZON CLICKS FOR WHICH THE ELECTED COUNTRY IS THE UNITED STATES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THESE TRANSACTION PROCESSING SERVICE TERMS FOR THAT SERVICE. **NOTWITHSTANDING THE FOREGOING, IF A SEPARATE AGREEMENT GOVERNS THE OFFER, SALE OR FULFILLMENT OF YOUR PRODUCTS ON THE US AMAZON SITE, THE TERMS OF THAT AGREEMENT WILL CONTINUE TO GOVERN THE PROCESSING OF YOUR TRANSACTIONS TO THE EXTENT DESCRIBED IN THAT AGREEMENT.**

#### **P-1 Payments Processing Agency Appointment**

You authorize Amazon Payments, Inc. ("**Amazon Payments**") to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions, receiving and holding Sales Proceeds on your behalf, remitting Sales Proceeds to Your Bank Account, charging your Credit Card, and paying Amazon and its Affiliates amounts you owe in accordance with this Agreement or other agreements you may have with Amazon Affiliates. Amazon Payments provides the services described in these Transaction Processing Service Terms and the related services described in Sections S-1.4, S-2.2, S-6, and F-8.3 of the Agreement (collectively, the "**Transaction Processing Services**").

When a buyer instructs us to pay you, you agree that the buyer authorizes and orders us to commit the buyer's payment (less any applicable fees or other amounts we may collect under this Agreement) to you. You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. We will remit funds to you in accordance with this Agreement.

#### **P-2 Remittance**

Subject to Section 2 of the General Terms of this Agreement, Amazon Payments will remit funds to you in accordance with Section S-6 of the Agreement and these Transaction Processing Service Terms. Amazon Payments' obligation to remit funds collected by it on your behalf is limited to funds that have actually been received by Amazon Payments less amounts owed to Amazon, subject to chargeback or reversal or withheld for anticipated claims in accordance with this Agreement. Without limiting Amazon's rights to collect any amounts you owe, Amazon Payments' receipt of Sales Proceeds discharges your obligation to pay applicable fees and other amounts under this Agreement to the extent the Sales Proceeds equal or exceed the fees and other amounts you owe and the Sales Proceeds are applied to the payment of those fees and amounts.

#### **P-3 Your Funds**

Your Sales Proceeds will be held in an account with Amazon Payments (a **"Seller Account"**) and will represent an unsecured claim against Amazon Payments. Your Sales Proceeds are not insured by the Federal Deposit Insurance Corporation. Prior to disbursing funds to you, Amazon Payments may combine Sales Proceeds held with the funds of other users of the Services, invest them, or use them for other purposes permitted by applicable Laws. You will not receive interest or any other earnings on any Sale Proceeds. To the extent required by applicable Laws, Amazon Payments will not use any funds held on your behalf for its corporate purposes, will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit its creditors to attach such funds.

#### **P-4 Verification**

We may at any time require you to provide any financial, business or personal information we request to verify your identity. You authorize us to obtain from time to time consumer credit reports to establish or update your Seller Account or in the event of a dispute relating to this Agreement or the activity under your Seller Account. You agree to update all Seller Account information promptly upon any change. The [Amazon Payments Privacy Notice](#) applies to your use of the Transaction Processing Services.

#### **P-5 Dormant Accounts**

If there is no activity (as determined by us) in connection with your Seller Account for the period of time set forth in applicable unclaimed property laws and we hold Sales Proceeds on your behalf, we will notify you by means designated by us and provide you the option of keeping your Seller Account open and maintaining the Sales Proceeds in your Seller Account. If you do not respond to our notice (s) within the time period we specify, we will send the Sales Proceeds in your Seller Account to your state of residency, as determined by us based on the information in your Seller Account. If we are unable to determine your state of residency or your Seller Account is associated with a foreign country, your funds may be sent to the State of Delaware.

### **Marketplace Web Service Terms**

The Marketplace Web Service ("**MWS**") is a Service that enables your systems to interface with certain features or functionality available to Sellers. These MWS Service Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your participation in MWS.

BY REGISTERING FOR OR USING THE MARKETPLACE WEB SERVICE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE MARKETPLACE WEB SERVICE TERMS.

#### **MWS-1 Description of the Marketplace Web Service.**

We may make available to you MWS Materials that permit your systems to interface with certain features or functionality available to Sellers. MWS and MWS Materials are provided by us at no charge, subject to the General Terms of this Agreement and the Marketplace Web Service Terms. All terms and conditions applicable to MWS and MWS Materials are solely between you and us. MWS Materials that are Public Software may be provided to you under a separate license, in which case, notwithstanding any other provision of this Agreement, that license will govern your use of those MWS Materials. For the avoidance of doubt, except to the extent expressly prohibited by the license governing any MWS Materials that are Public Software, all of the non-license provisions of this Agreement will apply.

#### **MWS-2 License and Related Requirements.**

**MWS-2.1 Generally.** Subject to your completion of our online registration process for MWS and compliance with the terms of this Agreement, including all applicable Program Policies, we grant you a limited, revocable, non-exclusive, non-sublicenseable, nontransferable license to do the following: (a) access and use MWS, and install, copy, and use MWS Materials, solely in support of your use of the Services covered by this Agreement in accordance with any applicable MWS Specifications, or (b)



access and use MWS, and install, copy, use, and distribute MWS Materials, for the purpose of integrating or enhancing a Seller's systems with the features and functionality permitted by us to be accessed through MWS, but solely in support of Sellers who (i) we approve as participating in good standing in the applicable Services covered by this Agreement, and (ii) have specifically authorized you to provide support services for their Selling Account under an agreement between you and the applicable Seller.

**MWS-2.2 Selling Account.** You must maintain a Selling Account (which may be a Staging Account) in good standing at all times during the Term.

**MWS-2.3 License Restrictions.** You may use and access MWS and applicable MWS Materials only through MWS APIs documented and communicated by us to you. You may not and may not authorize any other party to do any of the following with MWS or MWS 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 MWS or any MWS Materials be disclosed, licensed, distributed, or otherwise made available to anyone; (f) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them; (g) access or use them in a way intended to avoid incurring any applicable fees or exceeding usage limits or quotas; or (h) engage in any activities we otherwise prohibit. In addition, all licenses granted in these Marketplace Web Service Terms are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.

**MWS-2.4 Account Identifiers and Credentials.** To access MWS APIs, you must use your Account Identifiers and Credentials in accordance with these Marketplace Web Service Terms. Your Account Identifiers and Credentials are for your personal use only and you must maintain their secrecy and security. You are solely responsible for all activities that occur using your Account Identifiers and Credentials, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors, or agents). You will provide us with notice immediately if you believe an unauthorized third party may be using your Account Identifiers and Credentials or if your Account Identifiers and Credentials are lost or stolen. We are not responsible for unauthorized use of your Account Identifiers and Credentials.

**MWS-2.5 Security of Your Information.** You are solely responsible for the development, content, operation, and maintenance of Your Information, and for properly configuring and using MWS and taking your own steps to maintain appropriate security, protection and backup of Your Information, including using encryption technology to protect them from unauthorized access and routinely archiving them. We are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss, or failure to store any of Your Information in connection with MWS (including as a result of your or any Seller's or other third party's errors, acts, or omissions).

**MWS-2.6 MWS Applications.** Prior to making your MWS Application available for commercial use, you must thoroughly test your MWS Application to ensure that it operates properly with MWS and MWS Materials, including, without limitation, that it complies with MWS Specifications.

**MWS-2.7 Information and System Access.** To the extent you access or use MWS or MWS Materials for the purposes set forth in Section MWS-2.1 of this Agreement, you will not access or use any Selling Account unless and only for so long as the access and use is (a) approved beforehand in writing by the Seller as part of a binding agreement between you and the Seller, and (b) required to deliver or operate an MWS Application to or on behalf of the Seller in accordance with that agreement. You may not modify the account settings, Content, or offers of any Selling Account or make any other change to a Selling Account except to the extent authorized in writing by the Seller as part of a binding agreement between you and the Seller. You will not access or use any MWS Transaction Information or Personal Information for any purpose other than the delivery or operation of an MWS Application to or on behalf of the Seller. You may not reproduce or disseminate or disclose to any third party any MWS Transaction Information or Personal Information for any purpose. Without limiting the foregoing, you will (i) take appropriate technical and organizational measures to protect against unauthorized or unlawful processing or use of MWS Transaction

Information or Personal Information and against accidental loss or destruction of, or damage to, MWS Transaction Information or Personal Information, (ii) maintain all MWS Transaction Information and Personal Information logically separate from all other information, and (iii) at all times ensure that you are aware of and have documentation of the location of all copies of any MWS Transaction Information or Personal Information stored by or for you.

### **MWS-3 Termination.**

**MWS-3.1 Termination of Your Access to MWS and MWS Materials.** Without limiting the parties' rights and obligations under the Agreement, we may limit, suspend, or terminate your access to MWS and all MWS Materials at any time and for any reason upon notice to you, including but not limited to circumstances where your access to any other Service is suspended or terminated, where the access of any Seller you support to use one or more Services is suspended or terminated, or if we determine:

- your use of MWS or MWS Materials (a) poses a security risk to MWS or MWS Materials or any Seller or other of our customers, (b) may harm our systems or any Seller or other of our customers, or (c) may subject us or any third party to liability;
- you are using MWS or MWS Materials for fraudulent or illegal activities; or
- our provision of any aspect of MWS or MWS Materials to you is prohibited by law.

Upon any suspension or termination of your access to MWS, you will immediately cease use of MWS and all MWS Materials. Upon any termination of your access to MWS, you will also immediately destroy all MWS Materials. Upon any suspension or termination of your access to MWS, we may cause your Account Identifiers and Credentials to cease to be recognized by the Amazon Network for the purposes of MWS and MWS Materials.

**MWS-3.2 Effect of Termination.** Upon termination of these Marketplace Web Service Terms, all rights and obligations of the Parties under these Marketplace Web Service Terms will be extinguished, except that Sections MWS-1, MWS-3, MWS-4, MWS-5, MWS-6, MWS-7, MWS-8, MWS-9, and MWS-10 survive termination.

### **MWS-4 Modifications to MWS or MWS Materials.**

We may change, deprecate, or discontinue MWS or MWS Materials (including by changing or removing features or functionality of MWS or MWS Materials) from time to time.

### **MWS-5 Notices.**

For notices made by you to us under these Marketplace Web Service Terms and for questions regarding this Agreement, MWS, or MWS Materials, you may contact us at the Contact Address.

### **MWS-6 Suggestions.**

If you suggest to us improvements to MWS or MWS Materials (collectively, "**MWS Suggestions**"), in addition to the rights you grant to us in the General Terms, we will own all right, title, and interest in and to the MWS Suggestions, even if you have designated the MWS Suggestions as confidential. We will be entitled to use the MWS Suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the MWS Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the MWS Suggestions. We reserve the right to contact Sellers in order to conduct periodic surveys to ascertain Sellers' general level of satisfaction with the MWS and MWS Materials and with your delivery of related services to Sellers, and you agree that we may publically report the results of surveys without restriction.

### **MWS-7 Rights in MWS, MWS Materials, MWS Specifications, and the Amazon Network.**

As between you and us, we or our licensors own all right, title, and interest in and to MWS, MWS Materials, MWS Specifications, and the Amazon Network. Except as provided in Section MWS-2 of this Agreement, you obtain no rights under this Agreement from us or our licensors to MWS, MWS Materials, MWS Specifications, or the Amazon Network, including any related intellectual property rights.

**MWS-8 Indemnification.**

In addition to your obligations under the General Terms of this Agreement, you agree to defend, indemnify, and hold harmless us, our Affiliates, our and their licensors, and each of our and their respective employees, officers, directors, and representatives from and against any Claims arising out of or relating to: (a) your use of MWS or MWS Materials (including any of Your Materials you upload, transfer, or otherwise make available to or through MWS); (b) Your Information or the combination of Your Information with other applications, Content, or processes, including any claim involving alleged infringement or misappropriation of third party rights or the use, development, design, production, advertising, or marketing of Your Information; or (c) any dispute between you and any Seller. If we or any of our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process in connection with your use of MWS or MWS Materials (including as described in clause (a) above), you will also reimburse us for reasonable attorneys' fees, as well as our or their employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our or their then-current hourly rates. For Claims outlined in clauses (a) through (c) above, you must: (i) defend against any Claim with counsel of your own choosing (subject to our prior written consent); or (ii) settle the Claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the Claim at any time.

**MWS-9 Disclaimers.**

IN ADDITION TO THE DISCLAIMERS IN THE GENERAL TERMS OF THIS AGREEMENT, MWS AND MWS MATERIALS ARE PROVIDED "AS IS". WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING MWS OR MWS MATERIALS, INCLUDING ANY WARRANTY THAT MWS OR MWS MATERIALS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY SOFTWARE, DATA, TEXT, AUDIO, VIDEO, IMAGES, OR OTHER CONTENT YOU ACCESS, USE, STORE, RETRIEVE, OR TRANSMIT IN CONNECTION WITH MWS, INCLUDING YOUR INFORMATION, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE INABILITY TO USE MWS OR MWS MATERIALS, INCLUDING AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS MATERIALS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS MATERIALS; OR (D) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MWS OR MWS MATERIALS. WE AND OUR AFFILIATE COMPANIES AND LICENSORS MAY DISCONTINUE PROVIDING OR DEPRECATE MWS AND ANY MWS MATERIALS, AND MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF MWS AND ANY MWS MATERIALS FROM TIME TO TIME, AND YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES OR LICENSORS WILL BE LIABLE TO YOU FOR ANY OF THE FOREGOING ACTIONS.

**MWS-10 Other Terms.****MWS-10.1 Non-Exclusive Rights.**

The rights we grant you in this Agreement are nonexclusive, and we reserve the right (a) to develop or have developed for us products, services, concepts, systems, or techniques that are similar to or compete with any of the products, services, concepts, systems, or techniques that you may develop or use in connection with MWS or MWS Materials and (b) to hire, appoint, or assist third party developers or systems integrators who may offer products, services, concepts, systems, or techniques that are similar to or compete with yours. Each of us will be free to establish our own pricing for our products and services. As between you and us, you will be solely responsible and

liable for payment of all costs and expenses of any nature incurred by you or your employees in connection with the performance of your obligations and exercise of your rights under these Marketplace Web Service Terms or under any agreement you enter into with any Seller or other third party.

#### **MWS-10.2 Confidentiality.**

You agree not to disclose any Confidential Information we make available under these Marketplace Web Service Terms. However, you will not be required to maintain the confidentiality of any information we make available under these Marketplace Web Service Terms that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to you at the time of your receipt from us without breach of this Agreement or any other agreement between you and us; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by you without reference to Confidential Information.

#### **MWS-10.3 Import and Export Compliance.**

In using MWS and MWS Materials, you will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

#### **MWS-10.4 No Third Party Beneficiaries.**

Except as expressly set forth in these Marketplace Web Service Terms, these Marketplace Web Service Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Marketplace Web Service Terms.

#### **Marketplace Web Service Definitions**

**"Account Identifiers and Credentials"** means account IDs and any unique public key/private key pair issued by us or an Affiliate Company that enables you to access and use MWS or MWS Materials.

**"Amazon Network"** means our and our Affiliate Companies' internal data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within our or their reasonable control and are used to provide MWS or MWS Materials.

**"API"** means an application programming interface.

**"Contact Address"** means: mws-admin@amazon.com, with a copy to P.O. Box 81226, Seattle, WA 98108-1226, Attn: Marketplace Web Service Support.

**"MWS Application"** means a software application or website that interfaces with MWS or MWS Materials.

**"MWS Materials"** means any software, data, text, audio, video, images, or other Content we make available in connection with MWS, including APIs, related documentation, software libraries, and other supporting materials, regardless of format.

**"MWS Specifications"** means any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to MWS or MWS Materials.

**"MWS Transaction Information"** means any information, data, or Content relating to any Selling Account, to any customer, or to any transactions processed by or for the Amazon Contracting Party or any of its Affiliate Companies or on any website.

**"Personal Information"** means all personally identifiable information relating to Sellers and customers and other third parties including, but not limited to, name, address, e-mail address, phone number, survey responses, and purchases.



**"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.

**"Seller"** means any person or entity (including you, if applicable) that is participating in a service covered by this Agreement.

**"Selling Account"** means the password protected account we make available to a Seller in support of its participation in one or more Services covered by this Agreement.

**"Staging Account"** means a Selling Account with status "in staging" that we make available to a third party service provider whom we allow to access our online portals and tools provided to Sellers for the purpose of integrating or enhancing a Seller's systems with the features or functionality made accessible by us through MWS or MWS Materials.

**"Your Information"** means the software, data, text, audio, video, images, or other Content that you use in connection with MWS or MWS Materials, that you cause to interface with MWS, or that you upload to MWS.

# **EXHIBIT 2**



COMPLIMENTARY

**VIP  
TICKET**

\$147.00 VALUE

EVENT CODE

**NO 070516 1**

SECTION/SEAT  
**GENERAL**

ADMISSION  
**1 VIP**

EVENT CODE  
**070516 1**

VALUE  
**147.00**

YOU ARE WARMLY INVITED  
Exclusive Live Austin Events

**SAN MARCOS**

Tuesday, August 29th  
EMBASSY SUITES  
1001 E. McCarty Lane  
San Marcos, TX 78666  
12-2pm or 6-8pm

**AUSTIN SOUTH**

Wednesday, August 30th  
AUSTIN MARRIOTT SOUTH  
4415 South IH-35  
Austin, TX 78744  
12-2pm or 6-8pm

**AUSTIN**

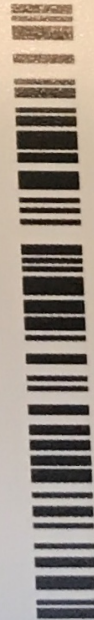
Thursday, August 31st  
RENAISSANCE AUSTIN  
9721 Arboretum Blvd  
Austin, TX 78759  
12-2pm or 6-8pm

**AUSTIN**

Friday, September 1st  
EMBASSY SUITES  
5901 North IH-35  
Austin, TX 78723  
9am-11pm or 12pm-2pm

**NORTHWEST AUSTIN**

Saturday, September 2nd  
DOUBLETREE NW AUSTIN  
8901 Business Park Dr  
Austin, TX 78759  
9am-11pm or 12pm-2pm



GREATER AUSTIN AREA

**amazon**



**Call 800-443-1222 to Register**  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com

## SPECIAL INVITATION

PRIVATE  
EVENT



**LIVE**

**AWS**

**Amazon Wealth Systems** is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as **Jack Canfield, Tony Robbins, Mark Victor Hansen**, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we **sold over \$12 Million on Amazon.com**. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!



Choose a location and  
call **800-443-1222** immediately!

# Austin, TX





# SPECIAL INVITATION

Choose a location and call 800-443-1222 immediately!

Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a **FREE iPad** in our One-of-Twenty iPad Giveaway!!!

## FIVE DAYS ONLY!

### SAN MARCOS

Tuesday, August 29<sup>th</sup>  
EMBASSY SUITES  
1001 E. McCarty Lane  
San Marcos, TX 78666  
12pm-2pm or 6pm-8pm

### SOUTH AUSTIN

Wednesday, August 30<sup>th</sup>  
AUSTIN MARRIOTT SOUTH  
4415 South IH-35  
Austin, TX 78744  
12pm-2pm or 6pm-8pm

### AUSTIN

Thursday, August 31<sup>st</sup>  
RENAISSANCE AUSTIN  
9721 Arboretum Blvd  
Austin, TX 78759  
12pm-2pm or 6pm-8pm

### NORTH AUSTIN

Friday, September 1<sup>st</sup>  
EMBASSY SUITES  
5901 North IH-35  
Austin, TX 78723  
9am-11am or 12pm-2pm

### NORTHWEST AUSTIN

Saturday, September 2<sup>nd</sup>  
DOUBLETREE AUSTIN NW  
8901 Business Park Dr  
Austin, TX 78759  
9am-11am or 12pm-2pm

**Congratulations!** You've been chosen to attend an exclusive **LIVE Amazon Workshop** that is coming to the greater Austin area. My name is **Adam Bowser**, and over the past 18 years I have **sold over \$50 Million online**. I'm going to be hosting a few local workshops around Austin to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make **\$5,000-\$10,000** in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the **Hottest Products that sell the fastest on Amazon**
- ✓ **Start an Online Business** with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for **Huge profits**. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

**Call 800-443-1222.** If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. *We guarantee it.* Don't miss this event.

**Adam Bowser**, Amazon Wealth Systems

AS  
SEEN  
ON





SECTION/SEAT	ADMISSION	EVENT CODE	VALUE
GENERAL	1 VIP	070516 1	147.00

**YOU ARE WARMLY INVITED**  
**Exclusive Live Wisconsin Events**

MADISON	MADISON	BROOKFIELD
Tuesday, September 5th	Wednesday, September 6th	Thursday, September 7th
CROWNE PLAZA	SHERATON MADISON	EMBASSY SUITES
4402 E. Washington Ave	706 John Nolen Dr	1200 S. Moorland Rd
Madison, WI 53704	Madison, WI 53713	Brookfield, WI 53005
12-2pm or 6-8pm	12-2pm or 6-8pm	12-2pm or 6-8pm

MENOMINEE FALLS	MILWAUKEE
Friday, September 8th	Saturday, September 9th
RADISSON HOTEL	BEST WESTERN @ THE AIRPORT
N88 W14750 Main St	5105 S. Howell Ave
Menominee Falls, WI 53051	Milwaukee, WI 53207
9am-11pm or 12pm-2pm	9am-11pm or 12pm-2pm



GREATER WISCONSIN AREA



COMPLIMENTARY

**VIP**

**TICKET**

\$147.00 VALUE

EVENT CODE

**NO 070516 1**

Call 800-374-2133 to Register  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com

SPECIAL  
INVITATION  
PRIVATE  
EVENT

**AWS**  
WORKSHOP

LIVE

**AWS**

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

**AWS**  
WORKSHOP

Choose a location and  
call 800-374-2133 immediately!

Wisconsin



**amazon**

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## SPECIAL INVITATION

Choose a location and call 800-374-2133 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a **FREE iPad** in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

<b>MADISON</b> Tuesday, September 5 <sup>th</sup> <b>CROWNE PLAZA MADISON</b> 4402 E. Washington Ave Madison, WI 53704 12pm-2pm or 6pm-8pm	<b>MADISON</b> Wednesday, September 6 <sup>th</sup> <b>SHERATON MADISON</b> 706 John Nolen Dr Madison, WI 53713 12pm-2pm or 6pm-8pm	<b>BROOKFIELD</b> Thursday, September 7 <sup>th</sup> <b>EMBASSY SUITES</b> 1200 S. Moorland Rd Brookfield, WI 53005 12pm-2pm or 6pm-8pm
<b>MENOMINEE FALLS</b> Friday, September 8 <sup>th</sup> <b>RADISSON HOTEL</b> N88 W14750 Main Street Menominee Falls, WI 53051 9am-11am or 12pm-2pm	<b>MILWAUKEE</b> Saturday, September 9 <sup>th</sup> <b>BEST WESTERN MILWAUKEE AIRPORT</b> 5105 S. Howell Ave Milwaukee, WI 53207 9am-11am or 12pm-2pm	

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the great state of Wisconsin. My name is Adam Bowser, and over the past 18 years I have **sold over \$50 Million online**. I'm going to be hosting a few local workshops around the Madison & Milwaukee area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

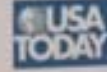
- ✓ Get started selling on Amazon and Make **\$5,000-\$10,000** in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the **Hottest Products that sell the fastest on Amazon**
- ✓ **Start an Online Business** with **No Money** out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for **Huge profits**. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

**Call 800-374-2133.** If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON





COMPLIMENTARY	SECTION/SEAT	ADMISSION	EVENT CODE	VALUE
<b>VIP TICKET</b>	<b>GENERAL</b>	<b>1 VIP</b>	<b>070516 1</b>	<b>147.00</b>
YOU ARE WARMLY INVITED				
Exclusive Live San Antonio Events				
\$147.00 VALUE	<b>LIVE OAK</b>	<b>NW SAN ANTONIO</b>	<b>SAN ANTONIO</b>	
	Tuesday, August 29th	Wednesday, August 30th	Thursday, August 31st	
	HILTON GARDEN INN	MARRIOTT NORTHWEST	HILTON GARDEN INN	
	8101 Pat Booker Rd	3233 NW Loop 410	5730 Rim Pass	
Live Oak, TX 78233	San Antonio, TX 78213	San Antonio, TX 78257		
12-2pm or 6-8pm	12-2pm or 6-8pm	12-2pm or 6-8pm		
<b>EVENT CODE</b>	<b>DOWNTOWN</b>	<b>AIRPORT AREA</b>		
<b>N0 070516 1</b>	Friday, September 1st	Saturday, September 2nd		
	HOLIDAY INN DOWNTOWN	DOUBLETREE @ THE AIRPORT		
	318 W. Cesar E Chavez Blvd	37 NE Interstate 410 Loop		
	San Antonio, TX 78204	San Antonio, TX 78216		
	9am-11pm or 12pm-2pm	9am-11pm or 12pm-2pm		

COMPLIMENTARY	SECTION/SEAT	ADMISSION	EVENT CODE	VALUE
<b>VIP TICKET</b>	<b>GENERAL</b>	<b>1 VIP</b>	<b>070516 1</b>	<b>147.00</b>
YOU ARE WARMLY INVITED				
Exclusive Live San Antonio Events				
\$147.00 VALUE	<b>LIVE OAK</b>	<b>NW SAN ANTONIO</b>	<b>SAN ANTONIO</b>	
	Tuesday, August 29th	Wednesday, August 30th	Thursday, August 31st	
	HILTON GARDEN INN	MARRIOTT NORTHWEST	HILTON GARDEN INN	
	8101 Pat Booker Rd	3233 NW Loop 410	5730 Rim Pass	
Live Oak, TX 78233	San Antonio, TX 78213	San Antonio, TX 78257		
12-2pm or 6-8pm	12-2pm or 6-8pm	12-2pm or 6-8pm		
<b>EVENT CODE</b>	<b>DOWNTOWN</b>	<b>AIRPORT AREA</b>		
<b>N0 070516 1</b>	Friday, September 1st	Saturday, September 2nd		
	HOLIDAY INN DOWNTOWN	DOUBLETREE @ THE AIRPORT		
	318 W. Cesar E Chavez Blvd	37 NE Interstate 410 Loop		
	San Antonio, TX 78204	San Antonio, TX 78216		
	9am-11pm or 12pm-2pm	9am-11pm or 12pm-2pm		



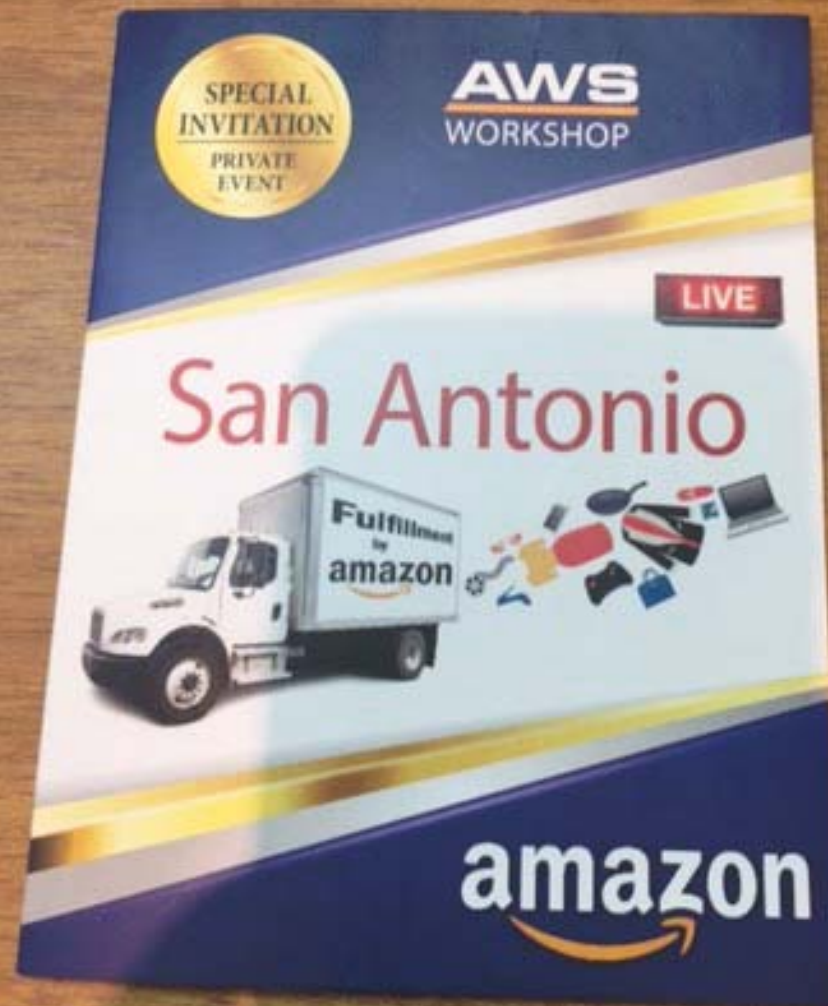
GREATER SAN ANTONIO AREA

amazon



GREATER SAN ANTONIO AREA

amazon







## SPECIAL INVITATION

Choose a location and call 800-975-1455 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:  
✓ Revealing Free Report: Online Selling Blueprint  
✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a **FREE iPad** in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

<b>LIVE OAK</b> Tuesday, August 29 <sup>th</sup> HILTON GARDEN INN 8101 Pat Booker Rd Live Oak, TX 78233 12pm-2pm or 6pm-8pm	<b>SAN ANTONIO</b> Wednesday, August 30 <sup>th</sup> MARRIOTT NORTHWEST 3233 NW Loop 410 San Antonio, TX 78213 12pm-2pm or 6pm-8pm	<b>SAN ANTONIO</b> Thursday, August 31 <sup>st</sup> HILTON GARDEN INN 5730 Rim Pass San Antonio, TX 78257 12pm-2pm or 6pm-8pm
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**DOWNTOWN SAN ANTONIO**  
Friday, September 1<sup>st</sup>  
HOLIDAY INN DOWNTOWN  
318 W Cesar E Chavez Blvd  
San Antonio, TX 78204  
9am-11am or 12pm-2pm

**AIRPORT AREA**  
Saturday, September 2<sup>nd</sup>  
DOUBLETREE @ THE AIRPORT  
37 NE Interstate 410 Loop  
San Antonio, TX 78216  
9am-11am or 12pm-2pm

**Congratulations!** You've been chosen to attend an exclusive **LIVE Amazon Workshop** that is coming to the greater San Antonio area. My name is **Adam Bowser**, and over the past 18 years I have **sold over \$50 Million online**. I'm going to be hosting a few local workshops around San Antonio to share my secrets for making money on Amazon. This will truly be a **once-in-a-lifetime opportunity**. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make **\$5,000-\$10,000** in the next 30 days...Even if you have never sold anything online before
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- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the **Hottest Products that sell the fastest on Amazon**
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for **Huge profits**. Or just make some extra \$5 to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

**Call 800-975-1455**. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. **We guarantee it. Don't miss this event.**

Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON



**TICKET**  
STARTING VALUE

EVENT CODE  
NO 070516 1

**LIVE OAK**  
Tuesday, August 29th  
8:00 PM Live Oak  
Live Oak, TX 78233  
12-2pm or 6-8pm

**DOWNTOWN**  
Friday, September 1st  
HOLIDAY INN DOWNTOWN  
116 W. Cesar E Chavez Blvd  
San Antonio, TX 78204  
9am-11pm or 12pm-2pm

**NW SAN ANTONIO**  
Wednesday, August 30th  
HILTON GARDEN INN  
10000 N. Loop West  
San Antonio, TX 78218  
12-2pm or 6-8pm

**AIRPORT AREA**  
Saturday, September 2nd  
DOUBLETREE at THE AIRPORT  
37 NE Interstate 410 Loop  
San Antonio, TX 78216  
9am-11pm or 12pm-2pm

**SAN ANTONIO**  
Thursday, August 31st  
HILTON GARDEN INN  
10000 N. Loop West  
San Antonio, TX 78218  
12-2pm or 6-8pm

GREATER SAN ANTONIO

amazon

Call 800-975-1455 to Register  
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Discover How to Profit with Amazon.com

**AWS**

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**AWS**  
**WORKSHOP**

Choose a location and  
call **800-975-1455** immediately!

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SECTION/SEAT  
GENERAL

ADMISSION  
1 VIP

EVENT CODE  
070516 1

VALUE  
147.00

YOU ARE WARMLY INVITED  
Exclusive Live SEATTLE AREA Event

Wednesday, July 5th  
HAMPTON INN  
3985 Bennett Dr  
Bellingham, WA 98225  
6pm-8pm ONLY

Thursday, July 6th  
COURTYARD BY MARRIOTT  
3003 Colby Ave  
Everett, WA 98201  
9am-11am/12-2pm/6-8pm

Friday, July 7th  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am or 12-2pm

Saturday, July 8th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm

Sunday, July 9th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm



VIP  
TICKET

\$147.00 VALUE

EVENT CODE  
NO 070516 1

SECTION/SEAT  
GENERAL

ADMISSION  
1 VIP

EVENT CODE  
070516 1

VALUE  
147.00

YOU ARE WARMLY INVITED  
Exclusive Live SEATTLE AREA Event

Wednesday, July 5th  
HAMPTON INN  
3985 Bennett Dr  
Bellingham, WA 98225  
6pm-8pm ONLY

Thursday, July 6th  
COURTYARD BY MARRIOTT  
3003 Colby Ave  
Everett, WA 98201  
9am-11am/12-2pm/6-8pm

Friday, July 7th  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am or 12-2pm

Saturday, July 8th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm

Sunday, July 9th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm or 12pm-2pm



## SPECIAL INVITATION

Choose a location and call 800-557-3849 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- Free Cell Phone Battery Charger or Free iPod Touch
- Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

FOUR DAYS ONLY!

Wednesday, July 5th  
HAMPTON INN  
3985 Bennett Dr  
Bellingham, WA 98225  
9am-11am / 12-2pm / 6pm-8pm

Thursday, July 6th  
COURTYARD MARRIOTT  
3003 Colby Ave  
Everett, WA 98201  
9am-11am / 12-2pm / 6pm-8pm

Friday, July 7th  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
12pm-2pm or 6-8pm

Saturday, July 8th  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11am or 12pm-2pm

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater Seattle area. My name is **Chris Bowser**, and over the past 18 years I have sold over \$40 Million online. I am coming to the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity.

At this workshop you will see how to:

- Make \$5,000-\$10,000 on Amazon in the next 30 Days.
- Start Selling on Amazon and You can Create Your Own Account the Moment You Leave the Workshop
- Have Amazon Store Your Stuff, Inventory Your Products & Ship Out Your All Your Orders & Generate \$1,000 - \$2,000 by Selling the Stuff You Have Lying around your House
- Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- I'll be Giving you Wholesalers You can call up and Buy & Get Great Deals for Huge profits. or just extra \$\$ to Pay Your Basic Bills From the Comfort of Your Own Home

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-557-3849. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before.  
**We guarantee it.** Don't miss this event.

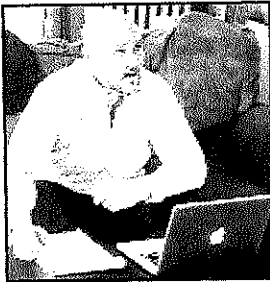
Chris Bowser  
FBAStores.com

*Chris Bowser*

AS SEEN ON



Best Selling Author & America's  
#1 Amazon Trainer is coming to  
the Greater Seattle area  
Call 800-557-3849 to Register  
For one of our free Amazon  
Workshops & Discover How  
to Profit with Amazon.com



Chris Bowser is a highly sought after Amazon trainer, who has addressed large and small audiences in hotels and conventions around the world. Having trained in 18 different countries, Chris has shared the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years Chris has been helping thousands of ordinary people take their lives back and create financial freedom by implementing his systems for success as Amazon sellers.

Today, he is considered one of the country's leading experts in his field. He is not affiliated with or connected to Amazon in any way, and just last year he sold over \$12 Million on Amazon.com. Now he wants to help you become his next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

Choose a location and  
call 800-557-3849 immediately!

*Special Invitation*  
PRIVATE EVENT

# AMAZON WORKSHOP

Greater Seattle Area

**amazon**

Copyright 2016 Online Auction Learning Center Inc. All rights reserved. iPod Touch, Cell phone battery pack, DVD's and Amazon.com. Amazon does not sponsor this event. \*One of Twenty iPad

**amazon**  
SEATTLE AREA

**Exclusive Live SEATTLE AREA Event**  
YOU ARE WARMLY INVITED

SECTION/SEAT	ADMISSION	EVENT CODE	VALUE
GENERAL	1 VIP	070516 1	147.00

**TICKET**  
VIP  
COMPLIMENTARY

**EVENT CODE**  
NO 070516 1

**SEATTLE AREA**

**Wednesday, July 5th**  
HAMPDEN INN  
3985 Bennett Dr  
Bellevue, WA 98225  
9am-11am/12-2pm/5-8pm

**Thursday, July 6th**  
COURTYARD BY MARRIOTT  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am/12-2pm/5-8pm

**Friday, July 7th**  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am/12-2pm/5-8pm

**Saturday, July 8th**  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm/12-2pm/5-8pm

**Sunday, July 9th**  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm/12-2pm/5-8pm

**amazon**  
SEATTLE AREA

**Exclusive Live SEATTLE AREA Event**  
YOU ARE WARMLY INVITED

SECTION/SEAT	ADMISSION	EVENT CODE	VALUE
GENERAL	1 VIP	070516 1	147.00

**TICKET**  
VIP  
COMPLIMENTARY

**EVENT CODE**  
NO 070516 1

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**Wednesday, July 5th**  
HAMPDEN INN  
3985 Bennett Dr  
Bellevue, WA 98225  
9am-11am/12-2pm/5-8pm

**Thursday, July 6th**  
COURTYARD BY MARRIOTT  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am/12-2pm/5-8pm

**Friday, July 7th**  
SHERATON BELLEVUE  
100 112th Ave NE  
Bellevue, WA 98004  
9am-11am/12-2pm/5-8pm

**Saturday, July 8th**  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm/12-2pm/5-8pm

**Sunday, July 9th**  
MARRIOTT REDMOND  
7401 164th Ave NE  
Redmond, WA 98052  
9am-11pm/12-2pm/5-8pm





## SPECIAL INVITATION

Choose a location and call 800-987-8602 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Special Report: Best Selling Products on Amazon for 2017
- ✓ The Online Auction Buyer's Blueprint

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

LOUISVILLE		LEXINGTON	LEXINGTON
Tuesday, May 16th	Wednesday, May 17th	Thursday, May 18th	
LOUISVILLE MARRIOTT E.	CLARION LEXINGTON N.	SHERATON FOUR POINTS	
1903 Embassy Sq. Blvd	1950 Newtown Pike	1938 Stanton Way	
Louisville, KY 40299	Lexington, KY 40511	Lexington, KY 40511	
12pm-2pm or 6pm-8pm	12pm-2pm or 6pm-8pm	12pm-2 or 6pm-8pm	
NORTHEAST LOUISVILLE		JEFFERSONVILLE, INDIANA	
Friday, May 19th	Saturday, May 20th		
HILTON GARDEN INN NE	SHERATON LOUISVILLE RIVERSIDE		
9850 Park Plaza Ave	700 W Riverside Dr		
Louisville, KY 40241	Jeffersonville, IN 47130		
9am-11am or 12pm-2pm	9am-11am or 12pm-2pm		

**Congratulations!** You've been chosen to attend an exclusive **LIVE Amazon Workshop** that is coming to the greater Kentucky area. My name is **Chris Bowser** and over the past 18 years I have sold over **\$40 Million online**. I am holding an event in the Kentucky area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity.

At this workshop you will see how to:

- ✓ Make **\$5,000 - \$10,000** on Amazon in the next 30 Days.
- ✓ Start Selling on Amazon and You can Create Your Own Account the Moment You Leave the Workshop
- ✓ Have Amazon Store Your Stuff, Inventory Your Products & Ship Out Your All Your Orders & Generate **\$1,000 - \$2,000** by Selling the Stuff You Have Lying around your House
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Buy & Get Great Deals for Huge profits, or just extra \$5 to Pay Your Basic Bills From the **Comfort of Your Own Home**

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-987-8602. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

*Chris Bowser* Chris Bowser  
FBAStores.com

AS SEEN ON



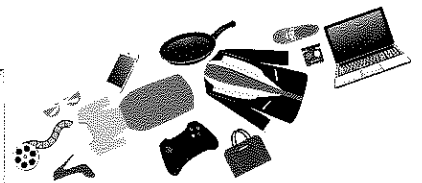




**AWS**  
WORKSHOP

**LIVE**

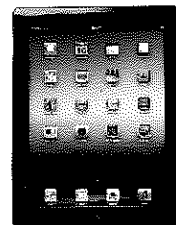
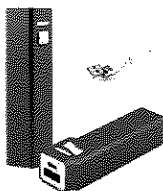
Seattle



amazon

## SPECIAL INVITATION

Choose a location and call 800-999-7813 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

### FIVE DAYS ONLY!

<b>BELLINGHAM</b> Tuesday, November 7 <sup>th</sup> HOTEL BELLINGHAM 3895 Bennett Dr Bellingham, WA 98225 9am-11 or 12-2pm or 6-8pm	<b>EVERETT</b> Wednesday, November 8 <sup>th</sup> COURTYARD EVERETT 3003 Colby Ave Everett, WA 98201 9am-11 or 12-2pm or 6-8pm	<b>BELLEVUE</b> Thursday, November 9 <sup>th</sup> EMBASSY SUITES 3225 158th Ave SE Bellevue, WA 98008 9am-11 or 12-2pm or 6-8pm
<b>BOTHELL</b> Friday, November 10 <sup>th</sup> HILTON GARDEN INN 22600 Bothell Everett Highway Bothell, WA 98021 9am-11am or 12pm-2pm	<b>REDMOND</b> Saturday, November 11 <sup>th</sup> HYATT HOUSE REDMOND 15785 Bear Creek Parkway NE Redmond, WA 98052 9am-11am or 12pm-2pm	

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater state of Washington. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-999-7813. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON





**Call 800-999-7813 to Register**  
**For one of our free Amazon Workshops &**  
**Discover How to Profit with Amazon.com**

**AWS**

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

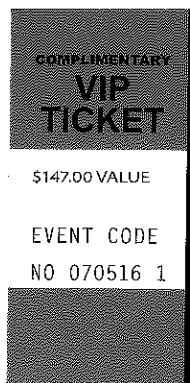
For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

**AWS**

**WORKSHOP**

Choose a location and  
call **800-999-7813** immediately!

Copyright 2017 Amazon Wealth Systems. All rights reserved. DVD's and other promotional materials may vary in color and appearance. Amazon does not sponsor this event. \*One of Twenty iPad Giveaway: 20 iPads (5 each quarter will be given out in Giveaway terms and conditions will be provided at the event).



SECTION/SEAT      ADMISSION      EVENT CODE      VALUE  
GENERAL      1 VIP      070516 1      147.00

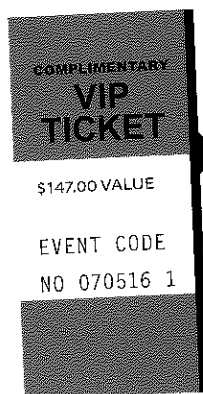
YOU ARE WARMLY INVITED

**Exclusive Live Seattle Events**

<b>BELLINGHAM</b> Tuesday, November 7th Hotel Bellingham 3895 Bennett Dr Bellingham, WA 98225 9am-11 or 12-2pm or 6-8pm	<b>EVERETT</b> Wednesday, November 8th COURTYARD MARRIOTT 3003 Colby Ave Everett, WA 98201 9am-11 or 12-2pm or 6-8pm	<b>BELLEVUE</b> Thursday, November 9th EMBASSY SUITES 3225 158TH AVE SE Bellevue, WA 98008 9am-11 or 12-2pm or 6-8pm
<b>BOTHELL</b> Friday, November 10th HILTON GARDEN INN 22600 Bothell Everett Highway Bothell, WA 98021 9am-11am or 12pm-2pm	<b>REDMOND</b> Tuesday, November 11th HYATT HOUSE 15785 Bear Creek Parkway NE Redmond, WA 98052 9am-11am or 12pm-2pm	



**amazon**



SECTION/SEAT      ADMISSION      EVENT CODE      VALUE  
GENERAL      1 VIP      070516 1      147.00

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**amazon**



**COMPLIMENTARY**  
**VIP**  
**TICKET**  
\$147.00 VALUE  
EVENT CODE  
NO 070516 1

**SECTION/SEAT**  
**GENERAL**  
TUMWATER  
Tuesday, November 7th  
COMFORT INN  
1620 74th Ave SW  
Tumwater, WA 98501  
9am-11 or 12-2pm or 6-8pm

**ADMISSION**  
1 VIP  
you ARE WARMLY INVITED  
Exclusive Live Seattle Events  
TACOMA  
Wednesday, November 8th  
COURTYARD TACOMA  
1515 Commerce St  
Tacoma, WA 98402  
9am-11 or 12-2pm or 6-8pm

**EVENT CODE** 070516 1  
**VALUE** 147.00

**SECTION/SEAT**  
**GENERAL**  
SEATTLE  
Thursday, November 9th  
HILTON SEATTLE  
1301 6th Ave  
Seattle, WA 98101  
9am-11 or 12-2pm or 6-8pm

**EVENT CODE** 070516 1  
**VALUE** 147.00

**SECTION/SEAT**  
**GENERAL**  
SEATTLE  
Friday, November 10th  
CROWNE PLAZA @ AIRPORT  
17338 International Blvd  
Seattle, WA 98188  
9am-11am or 12pm-2pm

**amazon**  
GREATER SEATTLE AREA

**SPECIAL INVITATION**  
**PRIVATE EVENT**

**AWS**  
**WORKSHOP**

**LIVE**

**Seattle**

**Fulfillment by amazon**

**amazon**



# SPECIAL INVITATION

Choose a location and call 800-559-1577 immediately!  
Participation is limited to the first 100 registrants.



All registered attendees will receive these valuable FREE gifts:

- ✓ Revealing Free Report: Online Selling Blueprint
- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a **FREE iPad** in our One-of-Twenty iPad Giveaway!!!

## FIVE DAYS ONLY!

<b>TUMWATER</b> Tuesday, November 7 <sup>th</sup> COMFORT INN 1620 74th Ave SW Tumwater, WA 98501 9am-11 or 12-2pm or 6-8pm	<b>TACOMA</b> Wednesday, November 8 <sup>th</sup> COURTYARD TACOMA 1515 Commerce St Tacoma, WA 98402 9am-11 or 12-2pm or 6-8pm	<b>SEATTLE</b> Thursday, November 9 <sup>th</sup> HILTON SEATTLE 1301 6th Ave Seattle, WA 98101 9am-11 or 12-2pm or 6-8pm
<b>SEATTLE</b> Friday, November 10 <sup>th</sup> CROWNE PLAZA SEATTLE AIRPORT 17338 International Blvd Seattle, WA 98188 9am-11am or 12pm-2pm	<b>SEATTLE</b> Saturday, November 11 <sup>th</sup> EMBASSY SUITES 15920 W. Valley Highway Seattle, WA 98188 9am-11am or 12pm-2pm	

**Congratulations!** You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater state of Washington. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

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- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Basic Bills

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Adam Bowser, Amazon Wealth Systems

AS  
SEEN  
ON





**Call 800-559-1577 to Register**  
For one of our free Amazon Workshops &  
Discover How to Profit with Amazon.com

**AWS**

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

**AWS**  
**WORKSHOP**

Choose a location and  
call **800-559-1577** immediately!

Copyright 2017 Amazon Wealth Systems. All rights reserved. DVD's and other promotional materials may vary in color and appearance. Amazon does not sponsor this event. \*One of Twenty iPad Giveaway: 20 iPads (\$ each quarter will be given out in Giveaway terms and conditions will be provided at the event).

EVENT CODE  
070516 1  
LY INVITE  
title

# EXHIBIT 3





## **Diamond Coaching Bonuses**

### **ACT NOW BONUSES** (only included the weekend of the live event)

**Bonus #1: Free \$1500 Amazon Gross Sales Value Goods** Fulfilled to Your Amazon Store within 2 weeks.

**Bonus #2: TWO Days in Boston with Chris and Adam's Team**

#### **Advanced Business Setup in our Office**

- (2) Days of Personal Coaching with Chris and Adam's team
- Complete Business Integration and Startup
- See how we operate and everything we do on a day-to-day basis
- Leave with your business set up around your schedule and lifestyle
- Night Out: Seafood Dinner on Boston Harbor

#### **Bonus #3: Private Labeling Marketing Campaign**

- When your business is fully operational and ready our team will help you white label or private label a product from sourcing to marketing.
- Direct Manufactures from China with sourcing we already have in place.
- The opportunity to sell a product with 100%+ markup with NO competition

#### **Bonus #4: 2<sup>nd</sup> Store Setup in Boston with fully loaded laptop & Mifi**

- We create your 2nd Amazon store so that you can double your income and sell your products twice as fast. Suppliers Trends & Upcoming Product Releases
- We provide you with the 2nd computer to run and manage your business from so that you don't link both accounts together. We show you how to keep everything separate so Amazon will never link your accounts.

#### **Bonus #5: Elite Coaching Hotline**

- Monday - Friday 9am - 9pm EST
- Amazon Specialists available to help at all times

# **EXHIBIT 4**



Congratulations on joining FBA Stores Gold Coaching Program. We will always strive to deliver everything you expect and more in all of your future business endeavors with FBA Stores.

**Benefits You Are Receiving As A Member of FBA Stores Gold Coaching Program:**

**#1 4 Personal 1 on 1 Coaching Sessions**

- **1-ON-1 COACHING SESSIONS**
  - 30-60 Min One on One Calls With one of our Coaches
- **3 Life Lines** – Direct Access to your Coach, When YOU Need Them
- **Online Training** where we can see your computer screen, control your mouse, so you will understand every step.
- **Tips, tricks, and techniques** that will increase all aspects of your business.

**#2 Done 4 You WHOLESALE Fulfillment**

- Immediate Access to Product With 20% Profit Margins: Immediately start buying products from our Wholesale Program:
  - Done For You Deals with Great Profit Margins
  - No Monthly overhead
  - Deal Analysis Before Placing an Order
  - Access to Our Supplier Rolodex
  - Ability to Negotiate Utilizing Our Buying Power
  - Working with our team constantly to implement NEW suppliers
  - Shipped right to you

**#3 Unlimited Access to “The Network”**

- Product Board:
  - Order Products Directly From our Warehouse, Easy Pay, Shipped to You
  - Access to Daily Deals
  - Access to Monthly Syndicate Deal, First Come First Serve
  - Leverage Network to Sell Your bulk deals to other students, or your product
  - The Network Always has Students looking to place Capital in good Product deals

**ACT NOW BONUSES** (only included the weekend of the live event)

**Bonus: 2 Personal 1 on 1 Coaching Sessions**

**Gold Coaching Program Terms and Conditions.**

The following terms and conditions govern your relationship with FBA Stores.

1. By signing this Agreement customer agrees to join FBA Stores Gold Coaching Program. The purpose of this program is to increase customer's core competency skills to be able to successfully run an ecommerce business, properly purchase product, and to leverage FBA Stores as a fulfillment center if needed.
2. In consideration for the training, Customer's investment will be \$9,995.00.
3. The program includes 6 one-on-one coaching sessions.
4. Customer will be assigned a coach and will be given a mutually agreed upon time slot when the coach will be available for calls. A phone number will be provided by the coach. If Customer neglects to call in or fails to reschedule prior to the call, the coach is under no obligation to reschedule any missed sessions and Customer's next contact with the coach will be at the regularly scheduled time.
5. Customer will receive assignments to be completed and these assignments will play a critical role in success online. Therefore Customer hereby commits to completing all assignments given in the time frame required and also to take action with the information given.
6. When purchasing product from FBA Stores, Customer agrees to honor FBA Stores Product Policies and Procedures which include but are not limited to; pricing guidelines, Minimum Advertised Price (MAP), Minimum Order Quantities (MOQ), and that all product orders cannot be shipped until Customer has sent in all of the appropriate items in their entirety. Failure to obey the aforementioned Policies and Procedures can result in FBA Stores terminating you from having any and all access to purchase product.
7. Customer accepts and recognizes that there are no refunds for the Gold Coaching Program, as access to all online training materials are delivered at the point of sale.
8. FBA Stores guarantees that as long as Customer applies the techniques and strategies that they teach, FBA Stores will remain by customer's side until Customer has recouped any investment.
9. Customer agrees to protect FBA Stores Intellectual Property, and to maintain the confidentiality of all information shared by FBA Stores.
10. **Customer and FBA Stores agree that any and all disputes that arise between them concerning any purchase or their relationship, shall be decided exclusively through binding arbitration conducted by the American Arbitration Association ("AAA").** The dispute will be decided by a single arbitrator who will apply the AAA's Commercial Arbitration rules. The arbitrator does not have authority to make an order for costs or attorney's fees, and will only award contract damages if any. If, however, a party files a suit in Court in violation of this written arbitration agreement, the party that is made to defend the suit in Court is entitled to an immediate stay and dismissal of such Court proceeding, and shall be entitled to an award of all reasonable attorneys fees and costs in connection with such Court proceedings. In order to keep costs down, the arbitration will be conducted through written submissions only, and the arbitrator will not require any live hearings. Customer waives all rights to class arbitration. Customer and Company further agree that each party will bear its own costs and attorney's fees incurred in connection with the AAA arbitration proceeding.
11. Except as expressly set forth in this document, FBA Stores makes no warranties, express or implied. All other warranties, express or implied, are hereby disclaimed by FBA Stores. In no event shall FBA Stores be liable for indirect, incidental or consequential damages.
12. These terms and conditions shall be governed by and interpreted under the laws of the State of Massachusetts without regard to its conflicts of law principles.
13. Prices are subject to change at any time and without notice.
14. Customer agrees to hold FBA Stores, its owners and employees, and any or all companies or persons associated with the same harmless of any liability related to any of the products purchased under this agreement.

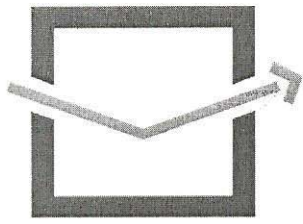


My signature below represents my agreement with each of the statements and requirements of this Terms and Conditions.

Name: (Please Print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **EXHIBIT 5**



# FBA STORES

Fulfillment By Amazon

## **"Amazon Insider Network" Mentoring Program**

*Wholesale Coaching*

Congratulations on joining FBA Stores Amazon Insider Network Program. We will always strive to deliver everything you expect and more in all of your future business endeavors with FBA Stores.

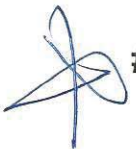
### **Benefits You Are Receiving as A Member of FBA Stores Wholesale Coaching Program:**

#### **#1 2 Weeks of Personal 1 on 1 Coaching Sessions**

- **1-ON-1 COACHING SESSIONS**
  - 30-60 Min One on One Calls With one of our Coaches
- **Coaching Hotline** support Monday – Friday 8am – 8pm EST
- **Computer Sharing** where we can see your computer screen, control your mouse, so you will see every step.
- **Tips, tricks, and techniques** that will increase all aspects of your business.

#### **#2 Access to FBA Stores Angel Supplier Rolodex**

- Immediate Access to Product: Immediately start buying products of your choice from FBA Stores top 15 Suppliers that they do business with every week
- Deals with Great Profit Margins
- Product specialist that provides deal analysis before placing an Order
- Working with our team constantly to implement NEW suppliers



#### **#3 FBA Stores Deal Analysis & Partnering Program**

- Access to Our Supplier Rolodex
- Send any deal to deals@fbastores.com and we'll analyze the deal and tell you if you should buy it or not.

# **EXHIBIT 6**




**FBA STORES**

Fulfillment By Amazon

# Continuing Education

## CONTINUING EDUCATION

### ADVANCED EDUCATION PROGRAMS

#### MASTERMIND 3x YEAR

Full Price      Discount

**INVITATION ONLY**

#### DIAMOND ENROLLMENT

Full Price      Discount      Onsite Investment

**34,995**

- **16 Personal 1 on 1 Coaching Sessions**

*Included*

Held every week at a scheduled time with our Amazon Coach

- **Access to FBA Stores Angel Supplier Rolodex**

*Included*

Lifetime supply of product with great deals for your store

- **FBA Stores Deal Analysis & Partnering Program:**

*Included*

We will analyze any deal you get offered &amp; partner with you on deals

- **Fulfillment by Adam (FBA)**

*Included*

We fulfill any product orders to Amazon warehouses

- **3 Day "Amazon Summit" Trade Show Event**

*Included*

Las Vegas ASD &amp; CES Trade Show twice a year

- **Unlimited Access to "The Network"**

*Included*

Wholesale products to &amp; through our network of online sellers

- **Ungating:** in 2 categories in first store

*Included*

#### PLATINUM ENROLLMENT

Full Price      Discount      Onsite Investment

**19,995**

- **8 Personal 1 on 1 Coaching Sessions**

*Included*

Held every week at a scheduled time with our Amazon Coach

- **Access to FBA Stores Angel Supplier Rolodex**

*Included*

Lifetime supply of product with great deals for your store

- **3 Day "Amazon Summit" Trade Show Event**

*Included*

Las Vegas ASD &amp; CES Trade Show twice a year

- **Unlimited Access to "The Network"**

*Included*

Wholesale products to &amp; through our network of online sellers

#### GOLD ENROLLMENT

Full Price      Discount      Onsite Investment

**9,995**

- **4 Personal 1 on 1 Coaching Sessions**

*Included*

Held every week at a scheduled time with our Amazon Coach

- **Access to FBA Stores Angel Supplier Rolodex**

*Included*

Lifetime supply of product with great deals for your store

- **Unlimited Access to "The Network"**

*Included*

Wholesale products to &amp; through our network of online sellers

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

---

*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

**DEFENDANTS**

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.