

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO. 10-CIV-20718-COOKE/BANDSTRA

ALBERT SEGAL, and  
MARIANNA CHAPAROVA,

Plaintiffs,

- vs. -

AMAZON.COM, INC.,

Defendant.

\_\_\_\_\_ /

**DECLARATION OF CATHERINE CEELY IN SUPPORT OF AMAZON.COM, INC.'S  
MOTION TO DISMISS FOR IMPROPER VENUE OR,  
ALTERNATIVELY, MOTION TO TRANSFER VENUE**

I, Catherine Ceely, declare as follows:

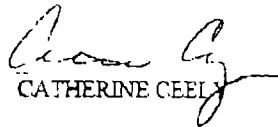
1. I am the Manager of Policy and Performance at Amazon.com, Inc. ("Amazon"). I make this declaration in support of Amazon's motion to dismiss or transfer venue in the above captioned case. Except as otherwise noted, I have personal knowledge of the facts stated herein, and if called as a witness, could and would testify thereto.

2. As part of the Amazon Marketplace registration process in place in or about November 2009, would-be Amazon Marketplace Seller Account holders were required to navigate through a series of registration prompts and web pages where they provide information, create a password, and agree to the "Participation Agreement" terms and conditions for using the Amazon Marketplace. A true and correct copy of the Participation Agreement in effect in or about November 2009 is attached hereto as Exhibit 1. Only those individuals who agree to be bound by the Participation Agreement can become registered Amazon Marketplace participants.

3 Amazon's headquarters and principal place of business is in Seattle, Washington. Amazon's documentary evidence relating to this matter is located in Washington State. To the best of my knowledge, all Amazon employees with knowledge of the matters raised in the Complaint in this matter work in Washington state.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

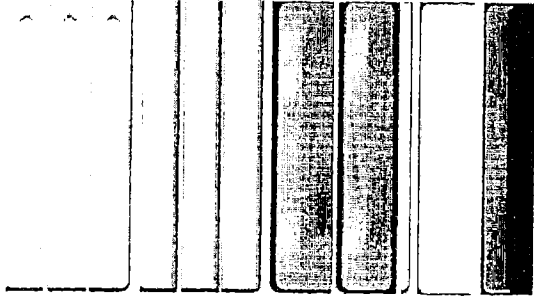
Executed this 17<sup>th</sup> day of May, 2010, at Spanaway, Washington.

  
CATHERINE CEELY


## EXHIBIT 1

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amazon.com



Help and *Prime* *Prime*

 Selling at Amazon.com

## Topics

### Selling at Amazon.com

- Quick Start
- Holiday Selling Resources
- Textbook Sellers
- Frequently Asked Questions
- Video Workshop
- Seller Support Blog
- Seller Account and Settings
- Listing Your Items
- Listing Placement

### Participation Agreement

Search Help

## Participation Agreement

Welcome to the Amazon.com site (the "Site") and our selling services (the "Services") Any person who wants to access the Site and use the Services to sell items must accept the terms and conditions of this Participation Agreement without change. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT, AND ALL POLICIES AND GUIDELINES OF THE SITE ARE INCORPORATED BY REFERENCE.

Amazon Services LLC ("Amazon") reserves the right to change any of the terms and conditions contained in this Participation Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. All notice of changes to this Participation Agreement will be posted on the Site for thirty (30) days. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be

Hello,  | [Sign out](#)

## Seller Support

### Contact Seller Support by e-mail.

Please use the e-mail address associated with your Amazon.com Seller account

By e-mail

### Talk to Seller Support by phone.

Provide your phone number and Seller Support will call you right away

- Submitting Page Corrections
- Managing Orders
- Shipping Rates and Services
- Shipping and Packaging
- Confirming Shipment
- Getting Paid
- Experienced and Volume Selling
- Feedback & Performance
- Returns Refunds Cancellations
- A-to-z Guarantee Claims and Chargebacks
- Policies & Agreements
- Participation Agreement
- Fulfillment by Amazon
- WebStore by Amazon
- Announcement and Discussion Boards
- Contact Seller Support

## Shipping & Delivery

- Tracking Packages
- U.S. Shipping Rates and Times
- International Shipping
- Amazon Prime
- FREE Super Saver Shipping
- Christmas Ordering Deadlines
- Packaging Feedback
- More...

## Returns and Refunds

- Return Policy
- Gift Returns
- Exchanging a Broken or Incorrect Item
- Packing and Sending Your Return
- Returns to Amazon Merchants
- More...

## Using Your Account

- Reviewing & Changing Your Orders
- Problem with an Order?
- Changing Address or Payment for an Order

posted without notice to you. YOUR CONTINUED USE OF THIS SITE AND THE SERVICES FOLLOWING AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS PARTICIPATION AGREEMENT, DO NOT CONTINUE TO USE THE SERVICES OR THIS SITE

**1. Eligibility.** Use of the Site and Services is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to use the Services. To register, you must provide your real name, address, phone number, e-mail address, and valid credit card information. You represent and warrant 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 Services within such country; and (b) you have all requisite right, power and authority to enter into this Participation Agreement and perform your obligations hereunder.

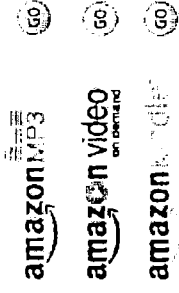
**2. Sellers' Listing Fees and Payment Terms.** Please review the Fee Schedule and Payment Terms contained in the Help section for Marketplace listing fees. All listing fees are in U.S. dollars unless stated otherwise and are incorporated herein by reference. The Fee Schedule and Payment Terms may vary in the future. The Fee Schedule and Payment Terms in effect on the date of sale of the item shall govern the transaction. You should check the fees and terms each time you participate. All fees, including but not limited to subscription plan fees, are payable upon demand on a Visa, MasterCard, American Express, Discover, JCB, or Diner's Club credit card. By listing an item for sale on the Site, you authorize Amazon to charge your credit card for amounts due.

**3. Applicable Policies and Guidelines.** You agree to abide by the procedures and guidelines--contained in the Help section--for conducting fixed price sales, which are incorporated by reference into, and made part of, this Participation Agreement. The procedures and guidelines contained in the Help section explain the processes and set out acceptable conduct and prohibited practices. We may change these procedures and guidelines in the future, and such changes will be effective immediately upon posting without notice to you. You should refer regularly to the Help section to understand the current procedures and guidelines for participating and to be sure that the items you offer for sale can be sold on the Site. For each item you list on the Site, you will provide to us the state or country from which the item ships. You will provide to us (using the processes and timing that we designate) any requested information regarding shipment, tracking (to the extent available) and order status, and we may make any of this information publicly available. You will not send customers emails concerning shipping confirmation of products you sell (except that to the extent we have not yet enabled functionality for your account that allows payment to be processed on the basis of when shipment occurs, then you will send customers emails confirming shipment of products you sell in a format and manner reasonably acceptable to us). Promptly after shipment of a customer's order (or any portion of the customer's order), you will accurately inform us that the order has been shipped (and, in the case of a customer order that is shipped in more than one shipment, accurately inform us which portion of the order has been shipped), using our standard functionality for communicating such information when we make that functionality available to you ("Confirmation of Shipment"). If you fail to provide Confirmation of Shipment within the time frame specified by us (e.g., 30 days after the date an order was placed), we may in our sole discretion cancel (and/or direct you to stop and/or cancel) any such transaction, and you will stop and/or cancel any such transaction upon such request by us. You will comply with any instructions from the manufacturer, distributor and/or licensor of a product regarding Street Date for Delivery (which means the date, if any, specified by the manufacturer, distributor and/or licensor of a product as the date before which such product should not be delivered or otherwise made available to customers) or the Street Date for Disclosure (which means the date, 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).

**4. Amazon's Role.** Amazon provides a platform for third-party sellers ("Sellers") and buyers ("Buyers") to negotiate and complete transactions. Amazon is not involved in the actual transaction between Sellers and Buyers and is not the agent of and has no authority for either for any purpose. As a Seller, you may list any item on the Site unless it is a prohibited item as defined in the procedures and guidelines contained in the Help section, or otherwise prohibited by law. Without limitation, you may not list any item or link or post any related material that (a) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (b) constitutes libel or slander or is otherwise defamatory; or (c) is counterfeited, illegal, stolen, or fraudulent. It is up to the Seller to accurately describe the item for sale. As a Seller, you use the Site and the Services at your own risk.

By phone

## Digital Downloads Help



## Did This Info Help?

Yes, I found the information I needed  
 No, I wasn't able to find the information I needed

- Canceling Orders
- Combining Orders
- More...

### Digital Products

- Amazon Kindle
- Wireless Reading Device
- Amazon Video On Demand
- Amazon MP3 Music Downloads
- Games & Software Downloads
- More...

### Privacy, Security & Accessibility

- A-to-Z Guarantee Protection
- Identifying Phishing E-Mails
- Safety & Security Tips
- Credit Card Security
- Privacy Notice
- More...

### Ordering from Amazon.com

- New Customers
- Mobile Shopping
- Amazon Merchants
- 1-Click Ordering
- Product Recalls
- More...

### Payment, Pricing & Promotions

- Payment Methods We Accept
- Gift Cards
- Rebates
- Promotional Offers
- More...

### Gifts, Gift Cards & Gift Registries

- Sending Gifts
- Wish Lists
- Baby Registry
- Gift Cards
- More...

### Amazon.com Site Features

- Your Content
- Advanced Shopping Features
- Your Media Library
- RSS Feeds
- More...

## 5. The Amazon Payment Service. IN ORDER TO SELL ITEMS IN MARKETPLACE, YOU MUST REGISTER WITH AMAZON AND USE THE AMAZON PAYMENT SERVICE (the "Payment Service")

a. The Payment Service facilitates the purchase of Seller items listed on the Site. A Buyer's authorized credit card payment ("Payment Transaction") is credited to a registered Seller's Account Summary, and funds are periodically transferred to the Seller's designated checking account ("Seller's Account"). Alternatively, eligible Sellers may opt to purchase an Amazon.com gift certificate with funds from a Payment Transaction to the extent that Amazon offers such an option. The Buyer may authorize a Payment Transaction with any major credit card accepted by Amazon. The Payment Service helps facilitate Marketplace transactions and is not the purchaser of the Seller's goods. Seller will resolve any dispute directly with Buyer or with the assistance of the Amazon.com A-to-z Guarantee and not through the Payment Service. Seller must register online with Amazon to use the Payment Service. You must provide us true and accurate information when registering and must maintain and update that information as applicable. Seller will not impersonate any person or use a name he or she is not legally authorized to use. Seller authorizes us to verify his or her information (including any updated information), to obtain credit reports about Seller in order to approve Seller for use of the Payment Service and also from time to time while Seller is registered with the Payment Service (including credit reports about Seller's spouse if Seller lives in a community property state), and to obtain an initial credit authorization from Seller's credit card issuer at time of registration.

b. The Payment Service is available only to individuals and others who meet the terms of eligibility for the Amazon online selling community, who have been issued a credit card acceptable by Amazon, and whose applications are acceptable to Amazon. Payment Transactions can be credited only to bank checking accounts in the United States or used to purchase Amazon.com gift certificates (to the extent permitted by Amazon), which purchases are subject to Amazon's Terms and Conditions for Gift Certificates. Sellers may also use the checking account provided to Amazon for the Payment Service when making retail purchases on the Amazon.com web site, subject to Amazon's Terms and Conditions for Payments from a Bank Account. Sellers waive any rights with respect to the Payment Service when shipping to an address other than that provided by the Payment Service.

c. The Payment Service is generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime due to system maintenance. We can initiate Payment Transaction credits to Seller's Account only on a Business Day when the automated clearinghouses are open for business. For purposes of this Participation Agreement, a Business Day is a Monday through Friday, excluding federal banking holidays. We will inform you of each completed transaction using our standard procedures. In addition, you can access your Payment Service transaction information online in your Seller Account. You may access the Seller's Transactions feature only with a browser that is compatible with the Payment Service, including any security features that are a part of the Payment Service.

d. You may provide refunds or adjustments to Buyers for their Marketplace purchases through the Payment Service using functionality we enable for your account. This functionality may be modified or discontinued by us at any time without notice and is subject to the limitations in the Help section and the terms of this Participation Agreement. You may not create invoices for Marketplace sales.

e. All balances for a given 14-day period will be reflected in the Seller's Account Summary. We will initiate a credit to Seller's Account on a rolling 14-day cycle ("Payment Date") based on the original date of Seller's registration with the Payment Service or on the next Business Day if the scheduled Payment Date falls on a non-Business Day. If Seller requests a change to the scheduled Payment Date, the 14-day cycle will be reset to the requested Payment Date. When you either initially provide or later change your bank account information, you must wait 7 days to either (1) request a transfer to Seller's Account or (2) purchase an Amazon.com gift certificate within the 14-day cycle. After 7 days, you may either request transfers to Seller's Account or purchase an Amazon.com gift certificate (if available) at any

## **Selling at Amazon.com**

- [Introduction to Selling](#)
- [Quick Start Guide](#)
- [Seller Account and Settings](#)
- [Policies and Agreements](#)
- [More...](#)

## **Publisher & Vendor Guides**

- [List and Sell Books](#)
- [List and Sell DVDs](#)
- [On-Demand Publishing](#)
- [More...](#)

## **Business Opportunities**

- [Advantage](#)
- [Amazon Payments](#)
- [Associates](#)
- [Web Services](#)
- [Mechanical Turk](#)
- [WebStore by Amazon](#)
- [More...](#)

time within the 7-day cycle via the Seller's Account Summary page. We will initiate a transfer to Seller's Account on each Payment Date and, based on your preferences, either (1) initiate a transfer to Seller's Account or (2) initiate your purchase of an Amazon.com gift certificate (if available), in either case for the total amount of Payment Transactions you received from Buyer's authorized credit card transactions, less any refunds, adjustments, or other amounts paid to Buyers in connection with Marketplace purchases, or for funds you otherwise received since the last Payment Date. The amount of the fees for Payment Transactions will be posted to Seller's Account Summary and will be deducted from the balance of credits in the Seller's Account Summary to be remitted to you on the next Payment Date. When a Seller purchases an Amazon.com gift certificate (if available), funds for Payment Transactions will be posted to the balance in the Seller's gift certificate account on the Site (the "GC Account").

f. Transfers to the Seller's Account will generally be credited within five Business Days of the date we initiate the transfer. On occasion, we may send Seller a paper check instead of an electronic credit to Seller's bank account. We will do so, for instance, if Seller's bank will not accept an electronic credit to Seller's Account.

g. As a security measure, we may, but are not required to, impose transaction limits on some or all Buyers and Sellers relating to the value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments during a period of time, or the number of transactions per day or other period of time. We will not be liable to Seller: (i) if we do not proceed with a transaction, disbursement, or adjustment that would exceed any limit established by us for a security reason, or (ii) if we permit a Buyer to withdraw from a transaction because the Payment Service is unavailable following the commencement of a transaction.

h. If we reasonably conclude based on information available to us that Seller's actions and/or performance in connection with the Services may result in Buyer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with the Services or this Participation Agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any Seller actions and/or performance in connection with this Participation Agreement. We will not be liable to Seller if we act in accordance with the provisions of this Section.

i. All notices will be sent by e-mail or will be posted on the Site or by any other means then specified by Amazon. We will send notices to Seller at the e-mail address maintained in Amazon's records for Seller. Seller will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us. Seller will send notices to us using the functionality for contacting Amazon provided in our Help pages.

j. There is no fee for registering for the Payment Service. The fees for using the Payment Service in Marketplace listings are included in the Marketplace listing fees (which means there are no additional fees for use of the Payment Service). We may, in our sole discretion, waive, reduce, or reverse charges or fees for a specific transaction.

k. We may refuse service to anyone for any reason. We may earn interest or other compensation from the balances in our bank accounts that result from the timing difference between our being paid by Buyer and our bank account being debited to pay Payment Transaction credits to Seller. We will bear the risk of credit card fraud (i.e. fraudulent purchase arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with Payment Transactions, and Seller will bear all other risk of fraud or loss; provided, that we will not bear the risk of credit card fraud in connection with any of Seller's products (except those products, if any, that are fulfilled using the Fulfillment by Amazon service) that are not fulfilled strictly in accordance with the order information and shipping information that we provide you. We reserve the right to seek reimbursement from Seller if we, in our sole discretion, decide to reimburse Buyer under the terms of the Amazon.com A-to-Z Guarantee, provide a refund to Buyer if Seller cannot promptly deliver the goods, discover erroneous or duplicate transactions, or receive a chargeback from Buyer's credit card issuer for the amount of Buyer's purchase from Seller.

We may obtain reimbursement of any amounts owed by Seller to Amazon by deducting from future payments owed to Seller, reversing any credits to Seller's Account, charging against gift certificates held in Seller's GC Account (if any) that were purchased with Payment Transaction funds, charging Seller's credit card, or seeking such reimbursement from Seller by any other lawful means. You authorize us to use any or all of the foregoing methods to seek reimbursement, including the debiting of your credit card or checking account.

l. Seller may terminate his or her participation in the Payment Service at any time by informing us using the standard method then-currently provided by Amazon for such termination, and we may terminate Seller's participation in the Payment Service at any time without notice to Seller. Upon termination, Seller must pay us whatever fees were incurred prior to the effective date of the termination. Also upon termination, any pending transactions will be canceled.

m. We reserve the right, upon termination, to set off against any payments to be made to Seller, an amount determined by us to be adequate to cover chargebacks, refunds, adjustments or other amounts paid to Buyers in connection with Marketplace purchases from Seller's Account or GC Account for a prospective three-month period. At the end of such three-month period following termination, we will disburse to Seller any amount not used to offset chargebacks, refunds, adjustments, or such other amounts paid to Buyers, or seek reimbursement from Seller via any of the means authorized in Section 5.k. above for any additional amount required to offset chargebacks, refunds, adjustments, or other amounts paid to Buyers, as applicable.

**6. Amazon Reservation of Rights.** Amazon retains the right to determine the content, appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, any or all products in our sole discretion. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of your transactions. You will stop and/or cancel orders of your products if we ask you to do so (provided that if you have transferred your products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). You will refund any customer (in accordance with this Participation Agreement) that has been charged for an order that we stop or cancel.

**7. Amazon Participation.** Employees of Amazon and its affiliates are permitted to participate in their personal capacity (i.e., not as Amazon employees, representatives, or agents of Amazon or its affiliates) in the transactions conducted through this Site (unless they have confidential information about a particular item). Employees of Amazon and its affiliates, when participating in any transaction in their personal capacity, are subject to this Participation Agreement and the same procedures and guidelines contained in the Help section as any Buyer or Seller on this Site.

## 8. Your Transactions

a. For sales where a Seller lists goods at a fixed price ("fixed price sales"), the Seller is obligated to sell the goods at the listed price to Buyers who meet the Seller's terms. By listing an item in a fixed price sale, you represent and warrant to prospective Buyers that you have the right and ability to sell, and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive.

b. For fixed price sales, Seller will determine the purchase price for each item he or she lists on the Site via and subject to Amazon.com's standard functionality for listing the purchase price, provided that Seller must abide by the same procedures and guidelines contained in the Help section with respect to pricing.

**9. Your Obligation.** By entering into this Participation Agreement and posting a listing for fixed price sale, you agree to complete the transaction as described by this Participation Agreement. You acknowledge that



by not fulfilling these obligations, your action or inaction may be legally actionable.

**10. Seller Taxes.** You agree that it is the Seller's responsibility to determine whether Seller Taxes apply to the transactions and to collect, report, and remit the correct Seller Taxes to the appropriate tax authority. You also agree that Amazon is not obligated to determine whether Seller Taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction. "Seller Taxes" means any and all sales, goods and services, use, excise, import, export, value added, consumption and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by you on or through the Site, or otherwise in connection with any action, inaction or omission of you or any of affiliate of yours, or any of your or their respective employees, agents, contractors or representatives.

**11. Returns and Refunds.** Subject to Section 5.d., for all of your products (except those products, if any, that are fulfilled using the Fulfillment by Amazon service) you will provide us with your customer return and refund policies for display on the Site and accept and process returns, refunds and adjustments relating to your products in accordance with this Participation Agreement and the posted policies at the time of the applicable order. If you notify us of any changes to these policies, we will use commercially reasonable efforts to post the changes. No change will be effective as to your products until we post the change on the Site. In any event, at a minimum, your return and refund policies will be at least as favorable as the then-current Amazon refund policies (the return and refund policies published on the Site and applicable to products sold via the Site by an affiliate of Amazon Services LLC). Subject to section 5.d. above, you will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to Buyers in connection with Marketplace purchases, using functionality we enable for your account, and will route all such payments through Amazon. We will provide any such payments to the Buyers (which may be in the same payment form originally used to purchase your product), and you will reimburse us for all amounts so paid. We may offset such payments against any amounts to be remitted or paid by Amazon to Seller under this Agreement or seek reimbursement from Seller via any of the means authorized in Section 5.k. above. If you list products for sale on the Site that are fulfilled using the Fulfillment by Amazon service, you acknowledge and agree that the Amazon refund policies published at the time of the applicable order apply to such products and that you will comply with such policies. You will provide refunds and adjustments (that you are obligated to provide under applicable return and refund policies or as required by law) promptly, but in no case later than thirty (30) days following the close of the sale.

**12. Password Security.** Your password may be used only to access the Site, use the Services, electronically sign 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) and are solely responsible for any use of or action taken under your password on this Site. If your password is compromised, you must change your password.

### 13. Illegal Activity

**a. Compliance with Laws; Fraud.** The Site and Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations. You may not register under a false name or use an invalid or unauthorized credit card. You may not impersonate any participant or use another participant's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and Amazon will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

**b. Investigation.** Amazon has the right, but not the obligation, to monitor any activity and content associated with this Site and investigate as we deem appropriate. Amazon also may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Site, including listings. Amazon reserves the right and has absolute discretion to remove, screen, or edit any content that violates these provisions or is otherwise objectionable.

**c. Disclosure of Information.** Amazon also reserves the right to report any activity that it

suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Amazon's systems and customers, or to ensure the integrity and operation of Amazon's business and systems, Amazon may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

#### 14. Privacy; Use of Amazon Transaction Information.

a. Read the Amazon.com Privacy Notice. The Privacy Notice may be changed by us in the future. You should check the Privacy Notice frequently for changes. Amazon and its affiliates may communicate with you in connection with your listings, sales, and the Services, electronically and in other media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the Site or by any other means. When you use the Services, some personally identifiable information about you, including your feedback and the e-mail address associated with your account, may be displayed on the Site and may be viewed by potential buyers.

b. You will not, and will cause your affiliates not to, directly or indirectly disclose, convey or use any order information or other data or information acquired by you or your affiliates from Amazon or its affiliates (or otherwise) as a result of the Participation Agreement, the transactions contemplated hereby or the parties' performance hereunder (collectively, "Amazon Transaction Information"), except you may disclose this information as necessary for you to perform your obligations under this Participation Agreement, provided that you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information. The terms of this Section 14 (b) do not prevent you from using other information that you obtain separately from the Amazon Transaction Information, even if such information is identical to Amazon Transaction Information, provided that you do not target communications on the basis of the intended recipient being an Amazon.com user.

15. **No Warranties.** THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. AMAZON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:

a. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT;

b. THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR;

c. THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF FIXED PRICE SALE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;

d. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND

e. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF AMAZON TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AMAZON DISCLAIMS ANY AND ALL SUCH WARRANTIES.

16. **General Release.** BECAUSE AMAZON IS NOT INVOLVED IN TRANSACTIONS BETWEEN BUYERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH OF YOU RELEASE AMAZON (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

#### 17. Indemnity/Limitation of Liability.

**a. Indemnity and Defense.** You will defend, indemnify and hold harmless Amazon and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Participation Agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or Seller Taxes or the collection, payment or failure to collect or pay Seller Taxes. For purposes hereof, "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

**b. Limitation of Liability.** AMAZON WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

**18. Applicable Law.** The laws of the state of Washington govern this Participation Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the Convention on Contracts for the International Sale of Goods. Any dispute with Amazon or its affiliates relating in any way to these terms and conditions or your use of the Services in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 shall be adjudicated in any state or federal court in King County, Washington, and you consent to exclusive jurisdiction and venue in such courts.

**19. Disputes.** Because Amazon is not the agent of either Seller or Buyer 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. Amazon urges Sellers and Buyers to cooperate with each other to resolve such disputes.

**20. Your Grant.** By entering into this Participation Agreement and listing an item, 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 the content you submit to Amazon and its affiliates, and to sublicense the foregoing rights to our affiliates and operators of any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) 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 Site or Services); provided further, however, that nothing in this Participation Agreement will prevent or impair our right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). You represent and warrant that you own or otherwise control all of the rights to the content you submit to Amazon and its affiliates, and that the use of such materials by Amazon and its affiliates will not infringe upon or violate the rights of any third party.

**21. Termination.** Amazon, in its sole discretion, may terminate this Participation Agreement, access to the

Site or the Services, or any current fixed price sales immediately without notice for any reason. Amazon, in its sole discretion, also may prohibit any Seller from listing items for fixed price sales.

## 22. General Provisions

**a. Entire Agreement.** This Participation Agreement, including any terms and conditions incorporated herein by reference, and the general terms and conditions of the Site, including but not limited to the Privacy Notice and Conditions of Use, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

**b. No Agency; Third-Party Beneficiary.** Amazon is not the agent, fiduciary, trustee, or other representative of you. Nothing expressed or mentioned in or implied from this Participation Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Participation Agreement. This Participation Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Amazon, you, and relying Buyers or Sellers.

**c. Severability.** If any provision of this Participation Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

**d. No Waiver.** We will not be considered to have waived any of our rights or remedies described in this Participation Agreement unless the waiver is in writing and signed by us. No delay or omission by us in exercising our rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Amazon's failure to enforce the strict performance of any provision of this Participation Agreement will not constitute a waiver of Amazon's right to subsequently enforce such provision or any other provisions of this Participation Agreement.

### Related Topics:

Changes to the Participation Agreement

#### Get to Know Us

- Careers
- Investor Relations
- Press Releases
- Amazon and Our Planet

#### Make Money with Us

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Topic or Keyword

Home > Policies and Agreements > Fees and Pricing

### Fees and Pricing

Amazon collects fees only when your item sells. At that time, Amazon collects your sales price and shipping costs from the buyer, deducts a commission of 6 to 15 percent of the sales price, a per-transaction fee of \$0.99, and a variable closing fee. The \$0.99 per-transaction fee is waived for [Pro Merchant Subscribers](#).

Commission rates are as follows:

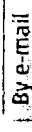
- Amazon Kindle = 15 percent
- Automotive parts and accessories = 12 percent
- Camera and photo = 8 percent
- Cell phones and accessories = 15 percent
- Computers = 6 percent
- Electronic items = 8 percent
- Items in the Everything Else store = 15 percent
- Musical instruments = 12 percent
- Tires & Wheels = 10 percent
- Video Game Consoles = 8 percent
- Watches = 15 percent
- All other product lines = 15 percent

#### Variable Closing Fees Charged to Seller:

Domestic and International

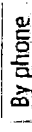
### Seller Support

**Contact Seller Support e-mail.**  
Please use the e-mail address associated with your Amazon.com Seller account.



### Talk to Seller Support by phone.

Provide your phone number and Seller Support will call you right away.



	<b>Books</b>	<b>Music</b>	<b>Videos (VHS)</b>	<b>DVDs</b>		<b>Domestic Standard</b>	<b>Domestic Expedited</b>	<b>International</b>
<a href="#">Incorrect Item</a>							\$1.35	
<a href="#">Packing and Sending Your Return</a>							\$0.80	
<a href="#">Returns to Amazon Merchants</a>							\$0.80	
<a href="#">More...</a>							\$0.80	
<a href="#">Using Your Account</a>								
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<a href="#">Problem with an Order?</a>								
<a href="#">Changing Address or Payment for an Order</a>								
<a href="#">Canceling Orders</a>								
<a href="#">Combining Orders</a>								
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<a href="#">More...</a>								
<a href="#">Payment, Pricing &amp; Promotions</a>								
<a href="#">Payment Methods We Accept</a>								
<a href="#">Gift Cards</a>								
<a href="#">Rebates</a>								
<a href="#">Promotional Offers</a>								
					<b>Video Games</b>			
					<b>Video Game Consoles</b>	\$1.35	\$1.35	Not available
					<b>Software &amp; Computer Games</b>			
					<b>Electronics</b>	\$1.35	\$1.35	Not available
						\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Camera &amp; Photo</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Tools &amp; Hardware</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Kitchen &amp; Housewares</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Outdoor Living</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Computer</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Sports &amp; Outdoors</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Cell phones and accessories</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Musical Instruments</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Office Products</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available
					<b>Toy &amp; Baby</b>	\$0.45 + \$0.05/lb.	\$0.65 + \$0.10/lb.	Not available

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**Everything Else**

\$0.45 + \$0.65 + Not available  
 \$0.05/lb \$0.10/lb.

For information about fees for other selling programs, use the links below.

- [Amazon Services - Selling on Amazon Fees](#)
- [Fulfillment by Amazon - FBA Fees and Pricing](#)
- [WebStore by Amazon - WebStore Fees and Pricing](#)
- [Amazon Product Ads - Cost-per-click Fees and Pricing](#)

No separate fees are assessed on Amazon Marketplace sales. Amazon automatically transfers your Marketplace Payments earnings to your checking account every 14 days.

For individual sellers, if your item doesn't sell within 60 days, the listing is closed and you pay nothing. We will confirm via e-mail that your listing has ended, and will include instructions about how to relist your item. Listings will generally be available in your "closed" section for 14 days. We encourage sellers to monitor their listings and promptly relist available inventory. If you're a Pro Merchant seller, your listings will remain on the site indefinitely unless they sell, you remove them, or you cancel your Pro Merchant subscription.

Amazon reserves the right to charge sellers a fee for poor seller performance. Performance may be determined by metrics such as excessive refunding (e.g., for stockouts), high rates of A-to-z Guarantee claims filed against the seller, and credit card chargebacks on Marketplace Payments transactions. Amazon will communicate any fees and specific performance requirements to the seller prior to charging the seller's account.

**Pricing**

Currently you can sell items in four categories at Amazon Marketplace-- New, Refurbished, Used, and Collectible. Please check our [Condition Guidelines](#).

You may list items at any price you feel is fair, regardless of the

Amazon.com price or list price, so long as it adheres to our General Pricing rule; however, only items priced at or above the list price (MSRP) or \$10, whichever is greater, are eligible for listing as Collectible music or other media products. Collectible books may be listed at any price. Music and other media items priced below \$10 or list price may not be listed as Collectible.

**General Pricing Rule:** By our General Pricing rule, you must always ensure that the item price and total price of an item you list on Amazon.com are at or below the item price and total price at which you offer and/or sell the item via any other online sales channel.

Our pricing terms are defined below:

The **item price** is the amount payable by a customer, excluding shipping and handling, as it appears when you list an item.

The **total price** is the amount payable by a customer *as well as* all terms of offer/sale. This includes all of the following:

- shipping and handling charges
- any discounts, rebates, or special sales/promotions you offer/make with respect to purchases
- the shipping method you use
- business practices, such as any reduction or elimination of shipping charges on an order, or of any other order-related fees and expenses
- any low-price guarantees

(The total price does not include discounts, sales, rebates, or other promotional offers you attempt to make available through Amazon Marketplace but which we do not honor or support.)

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