

# Amazon Marketing Cloud

## Terms and Conditions

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The version of this Agreement in English is the definitive legal version. Translations into German, French, Italian, Spanish, Dutch and Japanese are available for your ease of reference only.

**Last Updated: June 26, 2023**

This Amazon Marketing Cloud Agreement ("**Agreement**") governs your and your Representatives' access to and use of the services and tools offered or made available through Amazon Marketing Cloud ("**AMC**") and is an agreement made among Amazon, Customer, and each Advertiser (as defined in Section 12). This Agreement includes any Orders between Customer, Advertiser, and Amazon that incorporate this Agreement by reference. In the event of any conflicts between this Agreement and any other agreement pertaining to AMC, the terms of this Agreement will prevail.

As used in this Agreement, "**you**," "**your**," and "**Customer**" mean the entity registering for and using AMC, on its own behalf as Advertiser or as agent for or otherwise on behalf of an Advertiser or as Representative. "**Us**," "**our**," and "**Amazon**" mean the applicable Amazon Contracting Entity and any of its applicable Affiliates. Capitalized terms have the meanings given to them in this Agreement.

BY REGISTERING FOR, ACCESSING, OR USING AMC AND/OR AMC WORKSPACE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS OR OTHER LEGAL ENTITY YOU REPRESENT): (A) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING ANY POLICIES POSTED ON THE AMC WEBSITE OR A RELATED LOCATION (AS MAY BE MODIFIED FROM TIME TO TIME) THAT APPLY FOR EACH LOCALE FOR WHICH YOU USE AMC; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF USING AMC AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (C) REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS

(E.G., YOU ARE NOT A MINOR). IN ADDITION, THE PERSON AGREEING TO THIS AGREEMENT ON BEHALF OF A BUSINESS OR OTHER LEGAL ENTITY REPRESENTS AND WARRANTS THAT THEY AUTHORIZE AND LAWFULLY ABLE TO BIND THAT BUSINESS OR ENTITY TO THIS AGREEMENT.

## 1. AMC

1. **General.** We will make AMC available to you during the Term and subject to the terms of this Agreement. We reserve the right to determine and control all aspects of AMC, as well as the right to add, re-design, modify, and remove or discontinue offering any or all services and features offered through AMC at any time at our sole discretion.
2. **AMC Workspace.** You may Upload Advertiser Data into one or more mutually agreed AMC workspace(s) up by Amazon (each, an "**AMC Workspace**"), a service or tool made available through AMC. We may also Upload data to the AMC Workspace, including data Amazon has collected from Amazon's online or offline properties (all such data, "**Amazon AMC Data**"). As between you and us, you are solely responsible for the Advertiser Data you Upload to the AMC Workspace. You and your Representatives will use the AMC Workspace solely as permitted in this Agreement. You are responsible for management of the data you Upload, including deleting such data. We reserve the right to (i) periodically delete data sets including data sets older than 13 months, without notice to you, and (ii) to remove data from the AMC Workspace to comply with applicable Law or to mitigate risks to AMC. You are solely responsible for backing up your data. Except to the extent caused by our breach of this Agreement, you are responsible for all activities that occur in the AMC Workspace, regardless of whether the activities are authorized by you or undertaken by you, your employees, agents or a third party (including, as applicable, the Advertiser, any Representative, or Data Partner).
3. **Use of the AMC Workspace.** Subject to the terms of this Agreement, you may use the AMC Workspace to query data sets and obtain reporting based on that analysis ("**Query Results**"), to create audience segments ("**AMC Audiences**"), or to use other features we make available. We will use commercially

reasonable efforts to run your queries. We reserve the right to pause or reduce your queries for operational reasons, e.g., if they harm the stability of AMC, or other such business reasons. We will not access or use the Advertiser Data in the AMC Workspace except solely (i) as necessary to make AMC available to you; (ii) for internal diagnosis, operational maintenance, and improvement of Amazon's systems used to provide AMC; (iii) to verify your compliance with this Agreement (including any Policies); and (iv) to comply with the law or binding order of a governmental body. We will not disclose the Advertiser Data or the Query Results to any government or Third Party except as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 1.3.

4. **Query Results.** The Query Results will contain aggregated, anonymized data and will not contain personally identifiable information. The Query Results are provided for the purpose of enabling you to analyze and assess your advertising performance and to plan your advertising campaigns. The Query Results are confidential information, and you may not share them with Third Parties, except that you may share the Query Results with your relevant agency (if Customer is an Advertiser or Representative) or Advertiser (if Customer is an agency or Representative), or with a service provider acting on behalf of the Advertiser, provided that you require the recipient to treat the Query Results as confidential information in a manner consistent with this Agreement.
5. **AMC Audiences.** The AMC Audiences you create in your AMC Workspace will be available to activate in your Amazon DSP account. Customer's or Advertiser's ongoing use of their AMC Audiences is subject to the applicable terms under the [Amazon DSP Agreement](#), and with respect to such ongoing use of AMC Audiences you shall be deemed to participate in the Advertiser Audiences program and such audiences shall be considered "**Advertiser Audiences**" under the terms of, and subject to, the [Advertiser Audiences Agreement](#).

6. **Suggestions.** Customer may elect to provide suggestions, comments, ideas, improvements, or other feedback or materials ("**Suggestions**") to Amazon in connection with AMC. Amazon is free to use, disclose, reproduce, modify, sublicense, transfer, distribute and exploit Suggestions in any manner, without restriction and without compensating Customer.
7. **Usage Logs.** We will log activity that occurs within the AMC Workspace (e.g., API calls made, success or failure messages) ("**Usage Logs**"). We may monitor or otherwise review your Usage Logs to verify compliance with this Agreement and to assess and improve AMC's operational health and functionality.
8. **Removal; Suspension.** Amazon may at any time remove or suspend Customer from AMC without notice. The reinstatement of any Customer after such suspension or removal will be in our sole discretion.
9. **Data Ownership.**
  1. **Advertiser Data.** Except as provided in this Section 1.9.1, we obtain no rights under this Agreement from you (or your licensors) to Advertiser Data. You (and, as applicable, on behalf of Advertiser) grant to Amazon and its Affiliates a non-exclusive right and license to use Advertiser Data for the purposes contemplated by this Agreement and as may be otherwise stated in an applicable Order, e.g. for use of Amazon Ads campaigns created in AMC to be used in connection with your Amazon DSP campaign.
  2. **Amazon AMC Data.** You acknowledge and agree that Amazon AMC Data is the sole and exclusive property of Amazon. Nothing in this Agreement: (a) restricts or limits in any way Amazon's rights in, or collection, use, disclosure or ownership of Amazon AMC Data; and (b) grants Customer the right to access, use or disclose Amazon AMC Data.
  3. **Provider Data.** You acknowledge and agree that Provider Data is the sole and exclusive property of the Data Provider. Nothing in this Agreement: (a) restricts or limits in any way Data Provider's rights in, or collection, use, disclosure or ownership of the Provider Data; and (b) grants Customer the right to directly access, use or

disclose Provider Data. Customer may subscribe or otherwise use Provider Data as provided under this Agreement.

10. **License to AMC.**

1. **License Grant.** During the terms and subject to the terms of this Agreement, we hereby grant to you a limited, non-exclusive, non-transferable, non-sublicensable, worldwide right and license to access and use AMC. You will not allow or facilitate any Third Party, which includes Your advertiser client for this provision, to access or use AMC without our express permission.
2. **Restrictions.** You will not, directly or indirectly, (a) copy, modify, damage, translate, reverse engineer, decompile, disassemble, reconstruct, or create derivative works of AMC or any portion of AMC (including any information or materials associated with AMC); (b) breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure of AMC, or otherwise interfere or attempt to interfere with the proper working of AMC or any activities conducted on our services; (c) use AMC in a way, or in connection with any content, that violates any Laws, or infringes or misappropriates rights, including privacy rights, Intellectual Property Rights, of any third party, or is false, misleading, invasive of another's privacy, defamatory, obscene, threatening, libelous, slanderous, abusive, or hateful; or (d) access, use or disclose (or attempt to access, use or disclose) be Amazon AMC Data nor Provider Data that is Uploaded in the AMC Workspace.
3. **No Implied Licenses.** Except as expressly set forth in this Agreement, nothing in this Agreement or the performance thereof, or that might otherwise be implied by Law, will operate to grant either party any right, title or interest, implied or otherwise, in or to the Intellectual Property Rights of any other party. Each party expressly reserves all Intellectual Property Rights not expressly granted hereunder. Without limiting the generality of the foregoing and subject to the rights granted under this

Agreement and other rights available under applicable Law, we retain ownership of AMC. This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the Laws applicable to Intellectual Property Rights.

## 2. Personal Data.

This Section 2 applies to the extent that the Advertiser Data contains Personal Data.

1. **Data Restrictions.** Customer and Advertiser will not, and will ensure that any Representative does not, Upload any Personal Data to the AMC Workspace or otherwise transmit Personal Data to Amazon unless it is Pseudonymized Data. Customer and Advertiser will not, and will not permit or assist any other party to, through any means, (i) Upload to the AMC Workspace, or otherwise transmit to Amazon, Prohibited Data, or any data which, on its own, would identify an individual user (such as name, email address, phone number); (ii) use AMC to create or reach audiences or generate any reporting (including Query Results) based on or including Prohibited Data; (iii) re-identify or derive or attempt to derive any personally identifiable information of any individual based on or in connection with AMC or the Query Results; (iv) create, receive or provide campaign reporting on, or analyses of, an individual user, browser or device in connection with AMC or the Query Results, or (v) use Amazon AMC Data or Provider Data for Repurposing. **“Repurposing”** means targeting a user, browser or device, or appending data to a non-public profile regarding a user, browser or device, for purposes other than performance under this Agreement or an applicable Order; provided that this does not restrict Customer and Advertiser from using AMC Audiences, or other applicable advertising features made available to Customer or Advertiser, as the case may be, by Amazon for activating within the Amazon DSP or other designated Amazon advertising offerings.

2. **Pseudonymization Mechanism.** As part of AMC, Amazon may make various mechanisms available for you to create the Pseudonymized Data, such as a hashing feature (each, a **"Pseudonymization Mechanism"**). If you chose to use a Pseudonymization Mechanism, you agree that you will (i) only use the Pseudonymization Mechanism for the purpose of creating Pseudonymized Data to use in AMC and for no other purpose, (ii) not sell or license or otherwise transfer the Pseudonymization Mechanism to any Third Party, and (iii) not to tamper with, disassemble, modify, reverse engineer or otherwise alter the Pseudonymization Mechanism. Your use of a Pseudonymization Mechanism must comply with the Laws. You are solely responsible for your use of a Pseudonymization Mechanism.
3. **Data Partner.** If you engage any party that manages your data, enable an integration with your AMC Workspace with a third party offering in any way, or otherwise provides data services to you (**"Data Partner"**), you will instruct your Data Partner to Upload Advertiser Data to the AMC Workspace in compliance with this Section 2. You and the Data Partner, and not Amazon, shall be solely responsible for ensuring that the data you select is Uploaded into the AMC Workspace, and Amazon shall not be responsible or liable for any errors by you, any Representative, or the Data Partner.
4. **Privacy Policies.** We will post on the Amazon Site, and adhere to, privacy policies that comply with the Laws. Customer and Advertiser will, and will contractually require any Data Partner or other Third Parties that collect data for Upload to AMC to post on their respective websites and adhere to privacy policies that comply with the Laws, including, as applicable, disclosures that third parties (e.g. Amazon) may receive information about users or its websites, products and services (**"Privacy Policies"**).
5. **GDPR.** To the extent that the Advertiser Data contains Personal Data subject to GDPR requirements, you hereby agree to the Data Processing Addendum, which is located [here](#) and incorporated here by reference (**"DPA"**). You hereby instruct Amazon Europe Core S.à.r.l, (**"AEC"**) to process Customer Personal Data, as defined by, and in accordance with, the terms

and conditions set forth in the DPA. The parties acknowledge and agree that AEC may appoint any duly designated Amazon Affiliate to act as a sub-processor in connection with these terms.

6. **U.S. State Privacy Laws.** To the extent that the Advertiser Data contains Personal Data subject to requirements under U.S. State Privacy Laws, Amazon will not: (i) sell, rent, lease or sublicense such Personal Data; or (ii) retain, use, or disclose such Personal Data for any purpose other than for: (w) AMC purposes described in this Agreement, (x) reporting to you (or, as applicable, to Advertiser or its Representative), (y) for internal diagnosis, operational maintenance, and improvement of Amazon's systems used to provide AMC, and (z) as otherwise permitted under the U.S. State Privacy Laws. Without limiting the foregoing, to the extent that Amazon processes Advertiser Data that contains Personal Data subject to requirements (i) under the U.S. State Privacy Laws for any purpose other than cross-context behavioral advertising (as defined in and subject to CCPA), you hereby agree to the U.S. State Privacy Laws Addendum, which is located [here](#) and incorporated herein by reference; or (ii) under CCPA for the purpose of cross-context behavioral advertising (as defined in the CCPA), Customer and Amazon agree as follows:

1. Customer provides such Personal Data to Amazon for the limited and specified purposes of providing AMC, the AMC Workspace and its functions, including running Query Results, use of Amazon Ads campaigns, as applicable. Customer provides such Personal Data and Amazon may process such Personal Data, only for the limited and specified purposes set forth in this Agreement or as otherwise permitted under the U.S. State Privacy Laws;
2. Amazon shall comply with applicable Laws, including the CCPA, in connection with its obligations under the Agreement;
3. Customer shall comply with applicable Laws, including the CCPA, in connection with its obligations under the Agreement, including updating Personal Data provided to Amazon pursuant to this Agreement to delete, exclude



and/or cease providing data subject to consumer opt-out or deletion requests, as applicable;

4. Customer may take reasonable and appropriate steps, to the extent required by applicable Laws and using materials generally made available by Amazon for such purposes, to ensure that Amazon uses Personal Data provided pursuant to this Agreement in a manner consistent with Customer's obligations under applicable Laws;
  5. Amazon shall notify Customer if it determines it can no longer meet its obligations under applicable Laws; and
  6. Customer has the right, upon notice, to request Amazon to suspend or discontinue the applicable processing of the Personal Data, to the extent necessary to stop or remediate unauthorized use of Personal Data.
7. **Security.** Amazon will implement reasonable security measures designed to protect against unauthorized access to, or the unauthorized use or disclosure of, any Personal Data.

### 3. Fees.

1. **Fees.** Although certain services or features of AMC may be offered without charge, we reserve the right to charge for any service or feature, including data sets or other features made available by Data Providers, provided through AMC at any time upon notice to you. Fees (as defined below), cancellation policies and other applicable terms will be disclosed prior to or at the time of purchase. Customer is responsible for and will pay to us all applicable fees and charges incurred in connection with AMC ("**Fees**"). Customer agrees to comply with the [Fees Policy](#). Customer's obligation to pay Fees includes fees and charges that may be incurred as a result of Customer's user error or exceeding Advertiser authority through AMC. We may require payment of (a) interest at the rate of 1.5% per month compounded monthly (19.56% compounded annually) or the highest permissible rate under applicable Laws, whichever is lower, on all amounts not paid when due until all amounts are paid in full and (b) reasonable expenses and attorneys' fees we incur in collecting late payments that are not disputed in good

faith. For any past due invoiced amounts, we may seek payment or reimbursement from Customer by any lawful means.

Customer waives all claims related to the Fees, unless made within 60 days after the date charged. We may share the business or organization name of Customers and their purchase history of Customers that purchase a Data Providers service or feature, with the Data Provider. We will not share any personal data with the Data Provider.

2. **Agency Relationships.** To the extent that Customer requests that we invoice Customer rather than Customer's advertiser clients (if any), Customer represents and warrants that it acts as principal under this Agreement. Notwithstanding the foregoing sentence, Amazon reserves the right to send invoices for Fees to the applicable advertiser client to the extent required under Law or upon request by such advertiser client. Customer will, upon our request, provide Amazon with information (including legal name, address, phone number, VAT information, and e-mail address) for the advertiser client or Advertiser on whose behalf Customer is acting.
3. **Tax Matters.** Customer agrees to and will comply with the [Tax Policy](#).
4. **Representations and Warranties.**
  1. **By Customer, Advertiser, and Us.** Each of Customer, Advertiser and Amazon represents, warrants and covenants to the other parties that (a) such party has all necessary rights, licenses and authorizations to enter into this Agreement on behalf of itself and to perform its obligations, exercise its rights, and grant the licenses granted under this Agreement; and (b) such party, all of its subcontractors, agents and suppliers will at all times comply with all Laws applicable to the performance of its obligations and exercise of its rights under this Agreement.
  2. **By Customer and Advertiser.** Each of Customer and Advertiser represent, warrant and covenant that (i) all Advertiser Data was collected or otherwise obtained in accordance with all Laws (including, as applicable, using a consent management platform on web properties or apps on which cookies, pixels or similar technologies are placed that fulfills the relevant consent requirements under the Laws, as well obtaining and maintaining

(and retaining records documenting) user consent or opt-out choice); (ii) such entity's performance, including without limitation, its disclosure of the Advertiser Data to Amazon, will comply with all Laws (including industry self-regulations, such as the Digital Advertising Alliance's Self-Regulatory Principles for Online Behavioral Advertising); (iii) such entity has all necessary rights, licenses and clearances to provide Advertiser Data to Amazon for the purposes set forth in this Agreement; (iv) the disclosure of Advertiser Data to Amazon and Amazon's use thereof as intended under this Agreement will not violate any Laws nor violate the rights of any Third Party; (v) such entity will not send information to Amazon in connection with this Agreement that constitutes Prohibited Data, or any data which, on its own, would identify an individual user (such as name, email address, phone number), and (vi) such entity will not take any action in connection with this Agreement that would cause Amazon to be in violation of applicable Law. Each of Customer and Advertiser further represent, warrant and covenant that: (vii) it and its 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 U.S. 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 (ix) it 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.

3. **By Customer (if not Advertiser).** If you are not the Advertiser, you also represent, warrant and covenant that: (i) you have been

appointed as an agent of such Advertiser in connection with AMC; (ii) you are duly authorized to enter into this Agreement on behalf of such Advertiser, to bind such Advertiser to this Agreement's terms (including the representations and warranties in Section 4.2 and to act on behalf of such Advertiser in the performance of its obligations and the exercise of its rights under this Agreement and its use of AMC and AMC Workspace(s), if applicable; (iii) this Agreement will be enforceable against such Advertiser in accordance with this Agreement's terms; (iv) you will contractually require that such Advertiser complies with the requirements of this Agreement; (v) you are fully responsible for such Advertiser's non-compliance with the requirements of this Agreement; and (vi) you will, upon our request, provide us written confirmation of the agency relationship between you and such Advertiser in connection with AMC and this Agreement.

5. **Modification.** Amazon may amend any of the terms and conditions contained in this Agreement (including any Policies) at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on the AMC website, or on a related Amazon location, and you are responsible for reviewing these locations and informing yourself of all applicable changes or notices. Changes may be made without notice to you. IF ANY CHANGE IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF AMC AND AMC WORKSPACE, IF APPLICABLE, FOLLOWING OUR POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

6. **Term; Termination.**

1. **Term; Termination.** The term of this Agreement will begin upon Customer's acceptance of this Agreement and will end when terminated by either party ("**Term**"). Each party may terminate this Agreement at any time, with or without cause, by providing notice to the other parties as set forth in this Agreement. This Agreement will terminate immediately upon (a) the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (b) Customer's making an assignment for the benefit of creditors, or (c) Customer's dissolution or ceasing to do business.

2. **Additional Cancellation Right.** Without limiting Amazon's other cancellation rights, Amazon may cancel any Order relating to Customer's use of AMC with no further liability or obligation to Customer (or any of its Representatives or, as applicable, Advertiser) if Amazon reasonably believes that the fulfillment of such Order as contemplated herein may violate any Laws or otherwise subject Amazon to potential legal liability or adverse publicity.

7. **Confidentiality; Publicity.**

1. **Confidential Information.** Customer and Advertiser will comply with the terms of any non-disclosure agreement ("**NDA**") they have with Amazon. If no such agreement exists, Customer and Advertiser will protect and keep confidential the existence of this Agreement, its terms and conditions and, except as otherwise expressly permitted under this Agreement, any other information obtained from us in connection with this Agreement or related to AMC that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to our technology, advertising programs and pricing). Nothing in this Agreement prevents Amazon from providing information to an individual in response to the individual's data access request in accordance with Amazon's privacy policies or Laws.
2. **Publicity and Marketing.** Except as expressly permitted under this Agreement or in writing by us, Customer and Advertiser will not discuss, mention, or reference in any manner (a) "Amazon.com," and any Amazon Site or service, an Amazon Contracting Entity or any of its Affiliates (or any trade name, trademark, service mark, logo, commercial symbol, proprietary rights, content, products, or services associated with any of the aforementioned entities) or (b) Customer's or Advertiser's relationship with us under this Agreement, in any manner in press releases, advertising, sales, public, or other promotional activities or statements. Neither Customer nor Advertiser may misrepresent or embellish the relationship among Customer, Advertiser and Amazon in any way.

8. **Indemnification.**

1. **By Customer and Advertiser.** Without limiting any other applicable Customer and Advertiser defense and indemnification obligations, each of Customer and Advertiser will indemnify, defend and hold harmless Amazon and each of its Affiliates, and their respective directors, officers, employees, agents, successors, assigns and representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") brought by a Third Party arising from or relating to Customer's or Advertiser's use of AMC or any actual or alleged breach by Customer or Advertiser of its representations and warranties in this Agreement.
2. **By Amazon.** Without limiting any other applicable Amazon indemnification obligations, Amazon will defend, indemnify, and hold harmless Customer and Advertiser and each of their Affiliates and directors, officers, employees, agents, successors, assigns and representatives from Losses resulting from any Claims brought by a Third Party arising from or relating to any actual or alleged breach by Amazon of its representations and warranties in this Agreement.
3. **Process.** In all cases in which an indemnified party seeks indemnification hereunder, the indemnified party will (a) provide the indemnifying party with prompt notice of any such Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice), (b) permit the indemnifying party to assume and control the defense of such action upon the indemnifying party's written notice to the indemnified party of the indemnifying party's intention to indemnify, and (c) upon the indemnifying party's written request, and at no expense to the indemnified party or its Affiliates, provide to the indemnifying party all available information and assistance reasonably necessary for the indemnifying party to defend such Claim. The indemnifying party will not enter into any settlement or compromise of any such Claim, which settlement or compromise would result in any liability to or otherwise adversely affect the indemnified party (including any settlement

that requires the indemnified party to admit fault or attributes fault to the indemnified party), without the indemnified party's prior written consent, which will not unreasonably be withheld or delayed.

**9. Disclaimers.**

1. WITHOUT LIMITING ANY OTHER APPLICABLE DISCLAIMERS, AMC, INCLUDING ALL TECHNOLOGY, TOOLS, SERVICES, FEATURES, SOFTWARE, FUNCTIONALITY, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH AMC, ARE PROVIDED "AS-IS." CUSTOMER'S USE OF AMC IS AT ITS OWN OPTION AND RISK. AMAZON DOES NOT WARRANT THAT AMC OR ANY WEBSITES, TECHNOLOGY, TOOLS, SERVICES, FEATURES, SOFTWARE, FUNCTIONALITY, MATERIALS OR INFORMATION PROVIDED IN CONNECTION WITH AMC (INCLUDING THE QUERY RESULTS) WILL MEET CUSTOMER'S OR ADVERTISER'S REQUIREMENTS, BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, AND AMAZON WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.
  2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AMAZON AND ITS AFFILIATES DISCLAIM, AND CUSTOMER WAIVES ALL CLAIMS REGARDING AMC OR FEES OR CHARGES FOR AMC.
  3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NO PARTY MAKES, EACH PARTY AND ITS AFFILIATES DISCLAIM, AND THE OTHER PARTIES WAIVE ALL CLAIMS REGARDING: (A) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR AMC, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT; AND (B) ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE.
10. **Limitation of Liability.** EACH AMAZON CONTRACTING ENTITY IS SEVERALLY LIABLE FOR ITS OWN OBLIGATIONS UNDER THIS

AGREEMENT AND IS NOT JOINTLY LIABLE FOR THE OBLIGATIONS OF ANY OTHER AMAZON CONTRACTING ENTITY OR AFFILIATE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AMAZON BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING FOR ANY LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST PROFITS OR DATA, OR COMPUTER FAILURE OR MALFUNCTION) ARISING FROM OR RELATING TO THIS AGREEMENT OR AMC, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, AMAZON'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR AMC WILL NOT EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO AMAZON FOR THE USE OF AMC DURING THE 6-MONTH PERIOD PRIOR TO THE DATE SUCH LIABILITY FIRST AROSE OR \$10,000 USD.

11. **Miscellaneous.**

1. **Entire Agreement.** This Agreement, together with an applicable NDA and Policies, represents the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous oral or written agreements and understandings.
2. **Relationship of the Parties; Non-Exclusivity.** Each party is an independent contractor, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Amazon and Customer. Customer will not represent itself to be an employee, representative, or agent of Amazon. Customer will have no authority to enter into any agreement on Amazon's behalf or in Amazon's name or otherwise bind Amazon to any agreement or obligation. Each party acknowledges that the agreements and arrangements contemplated by this Agreement are non-exclusive, and nothing in this Agreement will be deemed to restrict or limit a party's ability to engage in similar relationships, agreements or arrangements with any other party.
3. **Assignment.** Customer will not assign any part or all of this Agreement without Amazon's prior written consent. Any attempt to assign in violation of this section is void in each



instance. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. We may (a) perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates and (b) assign this Agreement to an Amazon Affiliate or in connection with any merger, reorganization, sale of all or substantially all of Amazon's assets or any similar transaction without the prior written consent of Customer or Advertiser.

4. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their successors and permitted assigns. It will not be construed to confer any rights or remedies to any person or entity not a party to this Agreement.

5. **Disputes; Governing Law; Venue.**

1. To the extent the Advertiser or Customer registers for the Amazon DSP for the United States, Canada, or Mexico, the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington will govern this Agreement, without giving effect to any principles of conflicts of laws. **To the extent the Customer registers for the Amazon DSP for the United States, Canada, or Mexico, Amazon, Customer and Advertiser each consent that any dispute or claim relating in any way to this Agreement or in connection with the Amazon DSP will be resolved by binding arbitration as described in this paragraph, rather than in court,** except that Customer and Advertiser may assert claims in a small claims court if such claims qualify and any party may bring suit in a state or federal court in King County, Washington 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, Customer or Advertiser, as applicable, must send a letter requesting arbitration

and describing its claim to our registered agent, Corporation Service Company, 2711 Centreville Road, Suite 400, Wilmington, DE 19809. 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 Customer or Advertiser in arbitration unless the arbitrator determines the claims are frivolous. Customer or Advertiser, as applicable, may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where Customer or Advertiser, as applicable, resides or at another mutually agreed location. **Amazon, Customer and Advertiser 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, Customer and Advertiser each waive any right to a jury trial.**

2. To the extent the Advertiser or Customer registers for the Amazon DSP for Japan, the laws of Japan govern this Agreement and any dispute relating in any way to this Agreement will only be adjudicated in the Tokyo District Court. The United Nations Convention on Contracts for the International Sale of Goods, and any local laws implementing the Convention on Contracts for the International Sale of Goods, do not apply to this Agreement. **TO THE EXTENT PERMITTED BY LAW, CUSTOMER AND ADVERTISER HEREBY WAIVE ANY RIGHTS THAT EACH OF THEM MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM.** Amazon, Customer, and Advertiser each agree that any dispute resolution proceedings will be

conducted only on an individual basis and not in a class, consolidated or representative action.

3. To the extent the Advertiser or Customer registers for the Amazon DSP for Australia, the laws of New South Wales, Australia govern this Agreement and any dispute relating in any way to this Agreement will only be adjudicated in the courts of New South Wales. Each party consents to exclusive jurisdiction and venue in these Courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention on Contracts for the International Sale of Goods, and any local laws implementing the Convention on Contracts for the International Sale of Goods, do not apply to this Agreement. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AND ADVERTISER HEREBY WAIVE ANY RIGHTS THAT EACH OF THEM MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. Amazon, Customer, and Advertiser each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Amazon, Customer, and Advertiser each waive any right to a jury trial.
4. To the extent the Advertiser or Customer registers for the Amazon DSP for India: (a) the laws of India will govern this Agreement, without giving effect to any principles of conflicts of laws; and (b) all disputes, claims, differences or questions of any nature arising between Amazon and Customer or Advertiser relating in any way to this Agreement or in connection with the Amazon DSP, including its construction, meaning or interpretation or effect hereof or as to rights, liabilities of the parties, will be referred to the sole arbitrator appointed by Amazon. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or

such statutory amendment thereof. The parties agree to have their disputes resolved by the fast track procedure specified in the Section 29 of the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and the venue of such proceedings shall be at Delhi. The courts at Delhi shall have the sole and exclusive jurisdiction for all arbitral application.

5. To the extent the Advertiser or Customer registers for the Amazon DSP for a country in Europe (e.g., Germany, France, Spain, Italy, the Netherlands or the United Kingdom or another country in Europe), the laws of the Grand Duchy of Luxembourg will govern this Agreement, without giving effect to any principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods, and any local laws implementing the Convention on Contracts for the International Sale of Goods, do not apply to this Agreement. For any dispute relating in any way to this Agreement or the use of the Amazon DSP, Amazon, Customer, and Advertiser each submit to the exclusive jurisdiction of the courts of the district of Luxembourg City, Luxembourg. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates', or any third party's intellectual property or proprietary rights.
6. To the extent the Advertiser or Customer registers for the Amazon DSP for the United Arab Emirates, this Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre ("**DIFC**"). Any dispute shall be finally settled by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the DIFC. The language to be used in the arbitration shall be English. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction

against any matters relating to protection of intellectual property rights or breach of confidentiality obligations; and notwithstanding anything to the contrary herein, nothing in this Agreement shall, or shall be interpreted or construed to, induce or require any party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules, or requirements that apply to any party to this Agreement

7. To the extent the Advertiser or Customer registers for the Amazon DSP for the Kingdom of Saudi Arabia, this Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. Any dispute shall be finally settled by arbitration under the Arbitration Rules of the London Court of International Arbitration ("**LCIA**") Arbitration Rules, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Riyadh, Kingdom of Saudi Arabia. The language to be used in the arbitration shall be English. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction against any matters relating to protection of intellectual property rights or breach of confidentiality obligations; and notwithstanding anything to the contrary herein, nothing in this Agreement shall, or shall be interpreted or construed to, induce or require any party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules, or requirements that apply to any party to this Agreement
8. To the extent the Advertiser or Customer registers for the Amazon DSP for Brazil, this Agreement shall be governed by and construed in accordance with the Laws of Brazil. Any dispute or claim relating in any way to this Agreement or in connection with the Amazon DSP will be resolved in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment

on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil, where the arbitral award shall be rendered. The number of arbitrators shall be three and the president of the arbitral tribunal shall be nominated by common agreement by the co-arbitrators nominated by the parties. The co-arbitrators shall be nominated in accordance with the Rules of Arbitration of the International Chamber of Commerce. The fees and expenses of the arbitrators and the administering authority (International Court of Arbitration of the International Chamber of Commerce) will be paid in equal proportion by the parties during the arbitration proceedings. The arbitral award shall determine the reimbursement of fees and expenses (including contractual attorneys' fees) in the proportion each party prevails regarding the claims in dispute. The arbitral tribunal shall not have jurisdiction to impose defeated party's attorney fees (honorários advocatícios sucumbenciais). The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Courts of the City of São Paulo, State of São Paulo, Brazil shall have exclusive jurisdiction for the sole purposes of (i) ensuring the commencement of the arbitral proceedings; and (ii) granting conservatory and interim measures prior to the constitution of the arbitral tribunal. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM.

6. **Notices.** Amazon will send all notices and other communications regarding this Agreement and AMC to the e-mail address you provide during the registration process for AMC, or by any other means then specified by Amazon such as by posting to an AMC website. You will be deemed to have received all notifications,

approvals, and other communications sent to that e-mail address, even if the e-mail address associated with its account is no longer current. You must send us all notices and other communication relating to AMC or this Agreement by contacting your Amazon Advertising representative.

7. **Interpretation; Waiver.** Whenever used in this Agreement, unless otherwise specified: (a) the terms “includes,” “including,” “e.g.,” “for example,” “for instance,” “such as” and other similar terms are deemed to include the term “without limitation” immediately thereafter; (b) the phrase “Amazon may” and other similar terms mean Amazon may decide the applicable matter in its sole discretion; and (d) any websites or locations referenced in this Agreement will be deemed to also refer to any successor or replacement websites or locations. The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to affect the interpretation or construction of any provision of this Agreement. Failure to enforce any provision of this Agreement will not constitute a waiver. The waiver by any party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

8. **Severability; Survival.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect and will be construed to effectuate the purpose and intent of this Agreement. Upon any termination or cancellation of this Agreement, all rights and obligations of the parties under this Agreement will be extinguished, except that the rights and obligations of the parties under Sections 1, 2.1, 3, until all Fees incurred prior to the effective date of termination are paid, 4, 5, 7, 8, 9, 10 and 11 will survive the termination of this Agreement.

12. **Definitions:**

The parties agree that, in addition to terms defined elsewhere in this Agreement, the following terms will apply and will control for purposes of this Agreement:

1. **“Advertiser”** means the advertiser using AMC on its own behalf or for whose benefit a Representative, including Customer if relevant, uses AMC. In some cases, an Advertiser may not directly access or use AMC.
2. **“Advertiser Data”** means Advertiser’s data Uploaded to the AMC Workspace under this Agreement.
3. **“Affiliate”** means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.
4. **“Amazon Contracting Entity”** means (a) Amazon Advertising LLC and Amazon.com Services LLC to the extent AMC is used in the United States, (b) AEC, to the extent AMC is used in the United Kingdom, France, Germany, Spain, Italy or another country in Europe, (c) Amazon Japan G.K., to the extent AMC is used in Japan, (d) Amazon Advertising Canada, Inc. to the extent AMC is used in Canada, and (e) Amazon Seller Services Private Limited, to the extent AMC is used in India; (f) Amazon Commercial Services Pty Ltd, to the extent AMC is used in Australia; (g) Servicios Comerciales Amazon México, S. de R.L. de C.V, to the extent AMC is used in Mexico; (h) Souq.com FZ LLC, to the extent AMC is used in the United Arab Emirates; (i) Afaq Q Tech General Trading Company, to the extent the Elected Country is the Kingdom of Saudi Arabia. If the chosen country is Canada, then it is the express wish of the parties that this Agreement and the applicable program policies have been drafted in English. (The following is a French translation of the preceding sentence: Si le pays choisi est le Canada, les parties souhaitent expressément que la présente convention ainsi que les politiques relatives au programme et les modalités supplémentaires applicables soient rédigées en anglais.)  
“Amazon Contracting Entity” includes any applicable Affiliate.
5. **“Amazon Site”** or **“Amazon Sites”** means websites, locations, or properties on which Amazon has a contractual right to serve advertisements.
6. **“Children”** has the meaning given to it under the Laws (e.g. persons under the age of 13 under the Children’s Online Privacy Protection Act of 1998 or persons under the age of 16 under GDPR or C).



7. **"Customer"** means any entity that has or is provided access to AMC and/or AMC Workspace(s).
8. **"Data Provider"** means a third-party that has made their service of feature, including their Provider Data, available in AMC.
9. **"Intellectual Property Rights"** means trade secret rights, rights in know-how, moral rights, copyrights, patents, Trademarks (and the goodwill represented thereby), other similar intellectual property rights or rights of any type under the Laws of any governmental authority, domestic or foreign, and all ancillary and related rights, including all applications for, rights of registration and renewal of, and causes of action for violation, misappropriation or infringement of any of the foregoing.
10. **"Law(s)"** means all laws, rules, and regulations applicable to a Party's performance of its obligations hereunder (including, if and to the extent applicable, each of the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and Directive 2009/136/EC of 25 November 2009, and each successor or implementation regulation, directive or other text of either of the foregoing, California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act of 2020, and the rules and regulations promulgated thereunder ("**CCPA**"), the Colorado Privacy Act, and the rules and regulations promulgated thereunder ("**CPA**"), the Connecticut Data Privacy Act, and the rules and regulations promulgated thereunder ("**CTDPA**"), the Virginia Consumer Data Protection Act ("**VCDPA**"), as amended, and any rules and regulations promulgated thereunder (the CCPA and VCDPA collectively, the "**U.S. State Privacy Laws**"), as well as Japan's Act on the Protection of Personal Information including its definition of personal information, Australia's Privacy Act 1988 (Cth), and the self-regulatory guidelines published by the Digital Advertising Alliance and the European Interactive Digital Advertising Alliance. Any reference to the applicable law of the European Economic Area, including the GDPR, that is directly applicable or directly effective in the United Kingdom at any time is a reference to such law as it applies in England and Wales from time to time including as retained, amended, extended, re-

enacted or otherwise given effect on or after 11pm on 31 of January 2020.

11. **“Order”** means the agreement, including any order details provided by Advertiser or its Representative through an Amazon self-service website, e.g., the Amazon DSP, or similar interface, any purchase or subscription, and any contract and any insertion order, between Amazon and Advertiser or Advertiser’s Representative applicable to an advertising campaign for Advertiser that uses AMC.
12. **“Policies”** means the terms, conditions, policies, guidelines, rules, requirements, criteria, specifications, and other information regarding use of AMC and made available, which may be updated from time to time by Amazon in its sole discretion. Applicable Policies include those technical specifications and policies made available at <https://advertising.amazon.com/resources/ad-specs/en/> (as may be updated from time to time).
13. **“Personal Data”** has the meaning given to it: (i) under CCPA for the term “personal information” or VCDPA for the term “personal data” when used in connection with users in the US; (ii) GDPR, when used in connection with users in the European Economic Area and the United Kingdom; (iii) the Privacy Act for the term “personal information” when used in connection with users in Australia and (iv) Law.
14. **“Prohibited Data”** means (i) data relating to, or collected from services directed to, Children; and (ii) data relating to sensitive information, as defined by the Laws, including but not limited to health-related conditions (including interest in or usage of drugs or pharmaceutical products), sexually explicit content, sexual orientation, illegal activities or interests, race or ethnicity, religious affiliation or views, political affiliation or political views, trade-union membership, financial distress (e.g., bankruptcy or credit problems), individuals under 18 years of age, citizenship or immigration status, social security number, driver license or other state identification card number, passport number, account login information, precise geolocation, genetic or biometric data, or any other category which Amazon identifies you.

15. **"Provider Data"** means data made available by Data Provider in AMC.
16. **"Pseudonymized Data"** means data that is based upon information relating to an individual that is or has been pseudonymized. Prior to transmission to Amazon, data qualifying as non-pseudonymized Personal Data must be eliminated or pseudonymized via an agreed-upon standard (e.g., cryptographic hash).
17. **"Representative"** means an entity acting on behalf of Advertiser or Customer. In some cases, the Advertiser may not directly access or use AMC, though its representative is permitted to access or use.
18. **"Third Party"** means an entity or person that is not a party to this Agreement or an applicable Order; for purposes of clarity, Amazon, Customer, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.
19. **"Upload"** means the transmission of data to the AMC Workspace, or any other mechanism in which an AMC Workspace is granted access to a Customer's or Advertiser's dataset.