

SITE TERMS

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APPLICABLE LAW

Subject to the application of any relevant Country-Specific Term, as detailed in Appendix 1, by visiting the Site, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of Washington, without regard to principles of conflict of laws, will govern these Site Terms and any dispute of any sort that might arise between you and Amazon.

DISPUTES

Subject to the application of any relevant Country-Specific Term, as detailed in Appendix 1, any dispute or claim relating in any way to your use of the Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Site Terms.

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 these Site Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules,

including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Amazon will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

You and Amazon 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, **you and Amazon each waive any right to a jury trial.** You and Amazon also both agree that you or Amazon may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

MODIFICATION AND SEVERABILITY

We reserve the right to make changes to these Site Terms (including any policies incorporated into these Site Terms) at any time and in our sole discretion, and any changes will be effective upon the earlier to occur of (a) emailing the revised Site Terms or policies, or notice of such changes, to you at your email notice address, or (b) posting of the revised Site Terms or policies on the Site. If any provision of these Site Terms is deemed invalid, void, or unenforceable for any reason, that provision will be deemed severable and will not affect the validity or enforceability of any other provision of these Site Terms.

OUR ADDRESS

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226

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

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Amazon.com Legal Department
P.O. Box 81226
Seattle, WA 98108-1226
phone: (206) 266-4064
fax: (206) 266-7010
e-mail: copyright@amazon.com

Courier address:
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Amazon.com Legal Department
410 Terry Avenue North
Seattle, WA 98109-5210
USA

Please note that this procedure is exclusively for notifying Amazon that your copyrighted material has been infringed.

APPENDIX 1 COUNTRY-SPECIFIC TERMS

UNITED KINGDOM

If you are in the United Kingdom:

- the Applicable Law clause is replaced in its entirety by the following wording:
- By visiting the Site, you agree that the laws of England and Wales, without regard to principles of conflict of laws, will govern these Site Terms and any dispute of any sort that might arise between you and Amazon. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded; and
- the Disputes clause is replaced in its entirety by the following wording:
- You irrevocably submit to the non-exclusive jurisdiction of the courts of England. Any dispute or claim relating in any way to your use of the Site will be resolved by bringing a claim before a relevant competent court in England or in the EU country in which you operate. You waive all objections to the jurisdiction and venue of such courts.

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