

AMAZON VIDEO PARTNER HUB TERMS OF USE

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Welcome to the Amazon Video Partner Hub (the “Portal”). Amazon Digital Services LLC and/or its affiliates (“we”, “our”, “us” or “Amazon”) provide the Portal and the services, content and information available through the Portal (the foregoing, together with the Portal, collectively, the “Partner Resources”) to you (if using or accessing the Portal as an individual) or the entity you represent (if using or accessing the Portal on behalf of a business or company) (“you”) subject to the following terms of use (“Terms”). **By visiting the Portal or using any Partner Resources, you accept the Terms and represent that you have the authority to bind yourself or the company you represent to the Terms.**

1. **The Agreement.** Please read these Terms carefully. The Terms and any of our other terms, code of conduct, policies and guidelines governing your use of any Partner Resource (“Additional Terms”) (together with the Terms, the “Partner Hub Terms”), together with any other agreement executed between you (or your affiliates) and Amazon relating to the Amazon Video application (“Additional Agreements”), constitute the entire agreement between you and Amazon related to your use of the Partner Resources (collectively, the “Agreement”). To the extent that there is a conflict between these Terms, any Additional Terms and any Additional Agreement, the Additional Agreements shall prevail over the Additional Terms, which prevail over the Terms.
2. **Changes to the Partner Hub Terms and Partner Resources.** We may in our discretion make any change to the Partner Hub Terms at any time without notice to you. You are responsible for reviewing all revised Partner Hub Terms. CONTINUED USE OF ANY PARTNER RESOURCE AFTER ANY SUCH CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGES. We change or delete any Partner Resource or any related features or functionality, or any aspect of the services, in any way, at any time and for any reason without notice to you.
3. **Use of Partner Resources**
 - 3.1. **Permitted Uses.** The Partner Resources are only for your use, and you are only authorized to use and access them to the extent expressly authorized in the Agreement. Amazon grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Partner Resources solely for the purposes set out in the Agreement and for managing your relationship with Amazon relating to Amazon Video, including, for example, submitting approval requests to us relating to the integration of the Amazon Video application on hardware devices or chipsets owned by you or one or more of your affiliates. The licenses granted by us terminate if you do not comply with the Agreement.
 - 3.2. **Prohibited Uses.** You may not use Partner Resources for any commercial or non-commercial purpose inconsistent with the Agreement or in any way that: (1) is unlawful or harms Amazon, its customers, suppliers or other parties, as determined in Amazon’s sole discretion, or (2) could damage, disable, overburden, or impair any Partner Resource (or any network(s) connected to any Partner Resource) or interfere with any other party’s use of any Partner Resource. You will not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the software, data, documentation or other materials that you access or download through any Partner Resource, whether in whole or in part, or create any derivative works from or of any of them.
4. **Your Account; Changes to Account Settings; User Permissions**
 - 4.1. **User Permissions.** You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and other applicable devices. We may provide the ability for you to grant additional users access to your account under separate user names and passwords. You will

ensure that all users granted access to your account comply with the Agreement. You agree that you are responsible for all activities that occur under your account or password, including all activities that occur under any user name you grant access to your account. If you are designated as a partner administrator, you may have the ability to manage user access, permissions, and account settings for your entity through self-service tools within the Platform. You are responsible for ensuring that all user management actions comply with the Agreement and that only authorized individuals are granted access to your account and Partner Resources.

4.2. Your Account; Changes to Account Settings. You represent and warrant that your account has not and will not at any time be used by you or any other individual or entity to make any purchase on Amazon.com or any other website, service, or platform associated with Amazon. If you make changes to your settings or user permissions within the Portal, it may take some time for our system to process the change, and you acknowledge that those changes may not take effect immediately.

5. Privacy; Materials You Post or Provide; Communications Monitoring

The Privacy, Electronic Communications and Review, Comments, Communications, and Other Content sections of the [Amazon.com Conditions of Use](#) apply to your use of any Partner Resources.

6. Copyright, Trademarks and Patents

The Copyright, Trademarks and Patents sections of the [Amazon.com Conditions of Use](#) apply to your use of any Partner Resources.

7. Disclaimer of Warranties and Limitation of Liability.

Any dispute or claim arising from or relating to the Partner Hub Terms or any Partner Resource is subject to the Disclaimer of Warranties and Limitation of Liability section of the [Amazon.com Conditions of Use](#). Without limiting that section, and unless otherwise required by applicable law, in no event will our aggregate liability with respect to any claim arising from or relating to the Partner Hub Terms or any Partner Resource exceed fifty dollars (\$50).

8. Indemnification

You release us and will indemnify, defend and hold harmless Amazon and its affiliates, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to your breach of any representation or warranty or other obligation contained in the Partner Hub Terms ("**Claims**"). You will use counsel reasonably satisfactory to us to defend each Claim. If at any time we reasonably determine that any Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement without our prior written consent, which may not be unreasonably withheld.

9. Termination; Access Restriction

Amazon may terminate the Partner Hub Terms, or terminate or suspend your access to the Portal or any other Partner Resources, at any time without notice and with or without cause. Upon any termination or suspension of the Partner Hub Terms, your right to use any Partner Resource(s) will cease immediately, and you will not be able to retrieve any information related to your account. All provisions that reasonably may be construed as surviving the Partner Hub Terms will survive the termination of the Partner Hub Terms.

10. Choice of Law; Location for Resolving Disputes

The laws of the state of Washington govern the Partner Hub Terms and any dispute or claims for enforcement, breach or violation of duties or rights under the Partner Hub Terms, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in King County, Washington, USA in all disputes arising out of or relating to the Partner Hub Terms or the use of any Partner Resources.

11. Relationship

The Partner Hub Terms will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Amazon and you. You will not represent yourself to be an employee, representative, or agent of Amazon.

12. Interpreting the Terms; Assignment

If any part of the Partner Hub Terms are determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Partner Hub Terms will continue in effect. Amazon may assign the Partner Hub Terms, in whole or in part, at any time without notice to you. You may not assign the Partner Hub Terms, or assign, transfer or sublicense your rights, if any, in any Partner Resource. The section titles are solely used for the convenience of the parties and have no legal or contractual significance.

Contact Information

For communications concerning the Partner Hub Terms, please write to Amazon.com, Attn: Legal Department, P.O. Box 81226, Seattle, WA 98108-1226.