Mediation Policy

You may be eligible for mediation services to settle disputes between you and Amazon ("Mediation").

- 1. **Eligibility.** To be eligible for Mediation:
 - a. Your dispute must be an Eligible Dispute. An "Eligible Dispute" is a dispute between you and Amazon EU SARL ("Amazon") which is related to Selling on Amazon, but not to an Amazon Service that you use to enter into agreements with business customers. Disputes that relate solely to Fulfilment by Amazon, or to your Amazon Payments Europe s.c.a. or Amazon Payments UK Limited Selling on Amazon payment account, are not Eligible Disputes. Further, a dispute is not an Eligible Dispute if there has been a previous mediation process on the same subject matter, or where you have made repeated unsuccessful mediation attempts, or where the dispute is not suitable for resolution by mediation; Last, at the time that you request Mediation, Amazon's final prior communication to you on a decision on the dispute must not be older than 6 months.
 - b. You must have your **registered place of business in the European Union or the United Kingdom** at the time you initiate the **Mediation**;
 - c. You must have had active listings within the past 12 months prior to requesting mediation in one or more Amazon stores through the selling account to which your dispute relates;
 - d. Prior to requesting Mediation, you must have made a good faith attempt to resolve the dispute by submitting an appeal through our internal complaints handling process within 6 months of Amazon's original enforcement decision; and
 - e. You must submit your mediation request within 6 months after being informed of the first dispute outcome through our internal complaints handling process.

Requests for Mediation that do not meet the above criteria may be rejected on the basis of ineligibility.

- 2. Effect of Mediation. Opinions rendered by the appointed mediator are non-binding. If the mediator decides in your favor, you will be reimbursed any Mediation fees that you paid to the mediator for that case. You may initiate legal proceedings at any time before, during or after the Mediation. A final court decision issued during the Mediation will automatically stop the Mediation.
- 3. **Choice of mediator.** Mediation is provided by the Centre for Effective Dispute Resolution (CEDR). CEDR will offer you a choice of two available mediators among the Amazon Seller Mediation Panel for each Eligible Dispute. You will have 3 working days to advise CEDR which of the two

mediators you would like assigned to your Eligible Dispute, CEDR will independently assign a mediator to your Eligible Dispute. Once a mediator has been assigned to your Eligible Dispute, you will not be able to choose another mediator. By proceeding with Mediation, you agree with this choice of mediator.

- 4. **Fees.** You will be required to pay any fees for the Mediation directly to CEDR as set out in more detail on the help page on Mediation.
- 5. **Relationship.** Amazon and CEDR are independent contractors. You bear full responsibility to determine whether Mediation is right for you.
- 6. **Your information.** By requesting mediation, you authorize Amazon to share any information we hold about your Selling on Amazon seller account, including any prior correspondence, with CEDR and the appointed mediator.

For further information, refer to the <u>help page on Mediation</u>.