

**CONTRACT MODIFICATION****MODIFICATION # 6****ISSUE DATE: December 9, 2022**

REFERENCE: Title: On-Line Marketplace for the Purchases of Products and Services
Contract #: R-TC-17006
Contractor: Amazon.com Services LLC, Amazon Business
Period of Contract: January 19, 2017 through January 18, 2024
Modification Effective Date: Upon Signature of PWCS Purchasing Supervisor

Modify the above referenced contract, dated January 31, 2017, as follows:

1. Modify contract name change to reflect Amazon Services LLC merger with and into Amazon.com Services LLC, filed with the State of Delaware Certificate of Merger, dated December 31, 2019 (Attachment A). Contractor has provided an updated W-9, dated January 20, 2022 (Attachment B).
2. Modify Memorandum of Negotiations, dated January 19, 2017, Item e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 01/19/17) Item 5. INCLEMENT WEATHER shall now read:
"Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

CODE GREEN: All PWCS schools are closed. Administration offices are opened.

CODE RED: All PWCS schools are closed. Administration offices are closed.

CODE ORANGE: PWCS schools closed or delayed. Employees work remotely.

5.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/ Request for Proposal.

5.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.

5.3 In the event that PWCS closes on a CODE RED or CODE ORANGE, any optional/mandatory pre-bid proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter."

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Hall
Senior Buyer

PURCHASING OFFICE

Amazon.com Services LLC:

DocuSigned by:

Mike Kernish
Signature

Mike Kernish Authorized Signatory
Name and Title

January 24, 2023
Date

Phone Number

Email Address

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS:

Colleen Keener
Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

2/3/2023
Date

PURCHASING OFFICE

P.O. BOX 389, MANASSAS, VA 20108 • WWW.PWCS.EDU • 703.791.8743, FAX 703.791.8610

Revised 7.12.13

Attachment A

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AMAZON SERVICES LLC", A NEVADA LIMITED LIABILITY COMPANY, WITH AND INTO "AMAZON.COM SERVICES LLC" UNDER THE NAME OF "AMAZON.COM SERVICES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019, AT 9:08 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2020 AT 3:02 O'CLOCK A.M.



3482342 8100M
SR# 20198935697

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 204326427
Date: 12-31-19

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:08 AM 12/31/2019
FILED 09:08 AM 12/31/2019
SR 20198935697 - File Number 3482342

CERTIFICATE OF MERGER

MERGING

**AMAZON SERVICES LLC,
A NEVADA LIMITED LIABILITY COMPANY,**

WITH AND INTO

**AMAZON.COM SERVICES LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to and in accordance with Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware

Amazon.com Services LLC, a Delaware limited liability company (the "**Company**"), does hereby certify as follows:

FIRST: The Company is a Delaware limited liability company duly organized and existing under the laws of the State of Delaware, and Amazon Services LLC, a Nevada limited liability company (the "**Disappearing Entity**"), is a limited liability company duly organized and existing under the laws of the State of Nevada.

SECOND: An Agreement and Plan of Merger, effective as of December 31, 2019 (the "**Merger Agreement**"), by and between the Company and the Disappearing Entity, setting forth the terms and conditions of the merger of the Disappearing Entity with and into the Company (the "**Merger**"), has been approved, adopted, certified, executed and acknowledged by each of the Company and the Disappearing Entity.

THIRD: The name of the surviving limited liability company in the Merger (the "**Surviving LLC**") shall be Amazon.com Services LLC, a Delaware limited liability company.

FOURTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving LLC at the following address:

Amazon.com Services LLC
410 Terry Avenue North
Seattle, WA 98109

FIFTH: A copy of the Merger Agreement will be furnished by the Surviving LLC, on request and without cost, to any member of the Disappearing Entity or any member of the Company.

SIXTH: The Merger is to become effective as of 3:02 a.m. ET on
January 1, 2020.

(Signature page follows.)

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed in its name on December 31, 2019.

AMAZON.COM SERVICES LLC

By: /s/ Michael D. Deal
Name: Michael D. Deal
Title: President, Treasurer and
Secretary

SIGNATURE PAGE TO
CERTIFICATE OF MERGER
MERGING
AMAZON SERVICES LLC,
A NEVADA LIMITED LIABILITY COMPANY,
WITH AND INTO
AMAZON.COM SERVICES LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMAZON.COM SALES, INC.	
2 Business name/disregarded entity name, if different from above AMAZON.COM SERVICES LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>E</u> (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 81207	Requester's name and address (optional)
6 City, state, and ZIP code SEATTLE, WA 98108-1207	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
9	1								
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	DocuSigned by:	Signature of U.S. person <i>Michael Norman</i>	Date ► 1/20/2022
	3FB883E77C61416...		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #5

ISSUE DATE: October 19, 2018

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods
and Services
Contractor: Amazon Services LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Special Provision 10.7, which was added to the parties' contract via Contract Modification # 1, dated November 17, 2017, is hereby deleted and replaced with the following:

10.7. ADDITION OF BUSINESS PRIME. Contractor's Business Prime Program (currently described [here](#)) is hereby added to the Contract. PWCS' access and use of the Business Prime Program will be pursuant to the Business Prime Program's terms and conditions (currently available [here](#)). If PWCS chooses not to move forward with a paid Business Prime program, PWCS will be eligible to receive free standard shipping on eligible orders to the extent made available to Amazon Business customers (currently available for eligible purchases over \$25 as described [here](#)).

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby, CPPO

Anthony E. Crosby, CPPO Purchasing
Supervisor

Amazon Services LLC

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Prentis Wilson
7B8A8E34EE3E439

Signature

DocuSigned by:
Anthony E. Crosby
766703F3DA6C40B

Signature



Prentis Wilson VP, Amazon Business

Name and Title

october 23, 2018

Date

Anthony E. Crosby, CPPO

Purchasing Supervisor october

23, 2018

Date

PURCHASING OFFICE

DocuSign Envelope ID: F8446656-8F5D-440C-B33D-38961B85C11D

CC MISC 00088979 2018 TR





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CONTRACT MODIFICATION

MODIFICATION #4

ISSUE DATE: July 11, 2018

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods
and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The parties hereby acknowledge that Contractor has recently updated the Amazon Business Accounts Terms and Conditions ("Terms and Conditions"), which are incorporated by reference to the parties' Contract and currently available at https://www.amazon.com/gp/help/customer/display.html/ref=b2b_250_tc?nodeId=201613180. The parties hereby agree that pursuant to current Section 10 of the Terms and Conditions, (entitled "**MODIFICATIONS**"), the parties will no longer modify this Contract to account for future changes to Contractor's Business Accounts Terms and Conditions.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Anthony E. Crosby

Anthony E. Crosby, CPPO.
Acting Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:
Prentis Wilson
7B8AF34EE3F439...
Signature

Prentis Wilson VP, Amazon Business

Name and Title

July 20, 2018

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:
Anthony E. Crosby
786798F2DA5C49B...
Signature

Anthony E. Crosby, CPPO
Acting Supervisor of Purchasing

July 17, 2018

Date

PURCHASING OFFICE





CONTRACT MODIFICATION

MODIFICATION #3**ISSUE DATE: March 7, 2018****REFERENCE:**

Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. Add the following to the General Terms and Conditions under 3. Debarment Status:

- 3.1. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:

Signature

Anne Rung

Director

Name and Title

March 28, 2018

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

DocuSigned by:

Signature

Jim Totty, CPPO, C.P.M.

Supervisor of Purchasing

March 27, 2018

PURCHASING OFFICE

Date

Date

PURCHASING OFFICE





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CONTRACT MODIFICATION

MODIFICATION #2

ISSUE DATE: January 19, 2018

REFERENCE: Title: On-Line Marketplace for the Purchase of Goods
and Services
Contractor: Amazon Services, LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. All references in the Contract to free two-day shipping on orders of \$49 or more are hereby deleted.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services, LLC

DocuSigned by:

Prentis Wilson

Signature

Prentis Wilson VP, Amazon Business

Name and Title

January 26, 2018

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

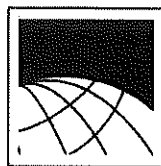
Jim Totty
Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Date

1-29-18

PURCHASING OFFICE





Prince William County
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CONTRACT MODIFICATION

MODIFICATION #1

ISSUE DATE: November 17, 2017

REFERENCE:

Title: On-Line Marketplace for the Purchase of Goods and Services
Contractor: Amazon Services LLC
Period of Contract: January 18, 2017 through January 18, 2022

Modify the above referenced contract as follows:

1. The following states may now use the contract: Hawaii, Vermont and Maine.
2. Date corrections on the Memorandum of Negotiations are as follows:
 - Change the date on PWCS General Terms and Conditions header from December 16, 2016 to January 19, 2017. All terms and conditions remain the same.
 - Change the contract term expiration date from December 31, 2021 to January 18, 2022. The renewal options remain the same.
 - Section d., latest Amazon's Business Accounts Terms and Conditions, per attachment, dated November 15, 2017.
3. Add the following Special Provision:
 - 10.7. ADDITION OF BUSINESS PRIME SHIPPING. Contractor's Business Prime Shipping Program (currently described here) is hereby added to the Contract. PWCS may enroll in and access the Business Prime Shipping Program's benefits at no charge during a limited promotional period, commencing on January 1, 2018 and ending on December 31, 2018. PWCS' access and use of the Business Prime Shipping Program will be pursuant to the Business Prime Shipping Program's terms and conditions (currently available here).

PURCHASING OFFICE



CC MISC 00047423 2017 TR

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Jim Totty

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Amazon Services LLC

DocuSigned by:

Prentis Wilson

Signature

Prentis Wilson VP, Amazon Business

Name and Title

November 28, 2017

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Jim Totty, CPPO, C.P.M.
Supervisor of Purchasing

Date

11/24/17

PURCHASING OFFICE

P.O. BOX 389, MANASSAS, VA 20108 • WWW.PWCS.EDU • 703.791.8743, FAX 703.791.8610



Revised 7.12.13

Amazon Business Accounts Terms & Conditions

Last updated November 15, 2017

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by Amazon's [Conditions of Use](#) and the [Amazon.com Privacy Notice](#), as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. 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 Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user

account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our [Amazon Business Help](#) carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization. If you order a product using an individual payment method (e.g., personal credit card) and you or your administrator requests, and Amazon provides, a replacement of this item, you consent that we may charge any eligible payment method we have on record for your business user account for any replacement product sent to your business if the original product is not returned within 30 days of you or your administrator's request for replacement.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the “**Credentials**”), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers (“providers”) to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User’s orders. You acknowledge this information will be governed by the provider’s privacy, data and security policies. You and your Users consent to Amazon’s sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon’s disclosure of, or any provider’s use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

- (a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;
- (b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;
- (c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;
- (d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;
- (e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("**Laws**") in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization's funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, "**Denied Persons Lists**"); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

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