

Terms of Service - AZ Strategy LLC

These Terms of Service govern your use of the website located at <https://azstrategy.com/> and any services provided by AZ Strategy LLC, even not through this website.

AZ Strategy LLC is an entity formed in the State of Delaware. File number: 7021871. Address: 8 The Green STE R, Dover, DE 19901, United States of America.

By accessing <https://azstrategy.com/> or using any of our services, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by AZ Strategy LLC.

We, AZ Strategy LLC, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

Our Contact: office@azstrategy.com

These Terms of Service were last updated on 29 December 2023.

Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
2. remove any copyright or other proprietary notations from any materials and software on this website;
3. transfer the materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service AZ Strategy LLC provides;

5. use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use this website or its associated services in violation of any applicable laws or regulations;
7. use this website in conjunction with sending unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user's consent; or
9. use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Intellectual Property

The intellectual property in the materials contained in this website are owned by or licensed to AZ Strategy LLC and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by AZ Strategy LLC at any time.

User-Generated Content

You retain your intellectual property ownership rights over content you submit to us for publication on our website. We will never claim ownership of your content, but we do require a license from you in order to use it.

When you use our website or its associated services to post, upload, share, or otherwise transmit content covered by intellectual property rights, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, run, copy, publicly display, translate, or otherwise create derivative works of your content in a manner that is consistent with your privacy preferences and our Privacy Policy.

The license you grant us can be terminated at any time by deleting your content or account. However, to the extent that we (or our partners) have used your content in connection with commercial or sponsored content, the license will continue until the relevant commercial or post has been discontinued by us.

You give us permission to use your username and other identifying information associated with your account in a manner that is consistent with your privacy preferences, and our Privacy Policy.

Accuracy of Materials

The materials appearing on our website are not comprehensive and are for general information purposes only. The services described on our website are for reference only, and each service provided by AZ Strategy LLC will be customized by AZ Strategy LLC on a case-by-case basis according to the client's situation. In any case, each provided service will always follow these Terms of Service. AZ Strategy LLC does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

Links

AZ Strategy LLC has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by AZ Strategy LLC of the site. Use of any such linked site is at your own risk and we strongly advise you to make your own investigations with respect to the suitability of those sites.

Earnings & Results Disclaimer

All the sales forecasts and earnings calculations made by AZ Strategy LLC are only potential and not guaranteed by anyone. These forecasts are realized using sales estimators software external to us.

There is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ by individual. All businesses involve risks and take time to consolidate. If you are looking

for “easy money” or “get rich overnight” strategies, our services are NOT for you.

As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, funds invested, time invested and level of desire. There are no guarantees concerning the level of success you may experience.

In no case we will refund you if you’ll not be satisfied with the achieved results.

The testimonials and examples used are exceptional results, which do not apply to the average purchaser, and are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on his or her background, dedication, desire and motivation.

There is no assurance that examples of past earnings can be duplicated in the future. We cannot guarantee your future results and/or success. There are some unknown risks in business and on the internet that we cannot foresee which could reduce results you experience. We are not responsible for your actions.

The use of our information and services should be based on your own due diligence and you agree that AZ Strategy LLC is not liable for any success or failure or economic loss of your business that is directly or indirectly related to the purchase and use of our services.

Liability

Our website and the materials on our website are provided on an 'as is' basis. To the extent permitted by law, AZ Strategy LLC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall AZ Strategy LLC or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, or from any service or advice provided by AZ Strategy LLC even if AZ Strategy

LLC or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Limitations of Liability and Indemnity Clause

The client acknowledges and agrees that all services provided by AZ Strategy LLC are solely for advisory and consultation purposes. Our services NEVER include direct practical implementation by us.

In the event that, at the client's request, we undertake to perform specific practical services, the client grants us a full indemnification from any and all liabilities for actions executed on their behalf. Any action taken by us is deemed to be authorized in advance and executed directly by the client.

AZ Strategy LLC is never (and under no circumstances) liable for any damages caused to the client, client's business, Amazon account, or any other party.

It is emphasized that the client is always considered (in any case) the sole and exclusive responsible party for damages, including (but not limited to) account deactivation for any reason, product deactivation, intellectual property issues, parallel distribution, unauthorized selling, and any legal or non-legal issues of any kind, including for having violated Amazon's policy on multiple accounts or any other policy.

Furthermore, all advice provided by AZ Strategy LLC is to be considered as recommendations, and the client is solely responsible for independently verifying all information. The client assumes full responsibility for the consequences of their actions, whether executed by themselves or by us (on their behalf).

The client expressly indemnifies AZ Strategy LLC for any damages caused, including those to third parties. The client acknowledges that they are solely responsible for any claims and liabilities, including compensating third parties for damages caused by us.

AZ Strategy LLC will not be responsible and cannot provide any information or evidence (even if expressly requested by the client, Amazon, or any other party) or assist the client in resolving any problem/situation. The client acknowledges that they must independently handle any such situation.

Limitations of Liability on Behalf of Collaborators and Partners

AZ Strategy LLC works with various collaborators and partners in different fields; however, we are never responsible for the actions or conduct of these collaborators/partners.

The client acknowledges and agrees that any services, products, or interactions provided by third-party partners/collaborators are the sole responsibility of the respective partners/collaborators.

AZ Strategy LLC disclaims any liability for the actions, omissions, or performance of these partners/collaborators, and the client shall hold AZ Strategy LLC harmless from any claims, losses, damages, or disputes arising from the client's engagement with third-party partners/collaborators.

Synonymous Terms and Acceptance Methods

In all our Terms of Service and any our document, the terms 'quote', 'proposal', 'agreement', 'contract', 'estimate', 'price quotation', 'contractual agreement', 'deal', 'offer', 'accord' and 'arrangement', are considered synonymous when referring to a written formal agreement (with a reference number) sent by AZ Strategy to the client. These terms can be used interchangeably, and once any of these documents is accepted/signed, it carries full legal binding value.

Furthermore, any of these documents is considered accepted/signed and therefore legally binding, whether it is physically signed, digitally accepted, e-signed, or confirmed as accepted via email, recorded call, recorded video call, WhatsApp message, or message.

Throughout our Terms of Service and any other document, the words 'accepted' and 'signed', when referred to any of 'quote', 'proposal', 'agreement', 'contract', 'estimate', 'price quotation', 'contractual agreement', 'deal', 'offer', 'accord' and 'arrangement', have the same meaning and can be used interchangeably.

We emphasize that all the terms that have been mentioned in quotation marks in this clause are considered valid (and have the same meaning and legal value) in any document, even if a translation of these terms is used.

Main Rules of Agreements – [Binding contract]

Every quote, proposal, agreement, contract, or any other form of acceptance of services provided by AZ Strategy LLC is legally considered as a binding contract between AZ Strategy LLC and the client.

Once the client has accepted the quote, proposal, or agreement, they are committed to honoring and paying the total amount specified, regardless of whether they wish to continue availing the offered services, have already used a portion of them, or no longer want to utilize the services. This payment commitment is valid even if the payment has been agreed upon to be made in installments or at intervals.

The client is obligated to make full payment of the amount specified in the quote, proposal, or agreement, without exceptions or delays, once they have provided their acceptance.

The client is required to carefully read and understand all the terms and amounts specified in the quote, proposal, or agreement before providing their acceptance. Acceptance represents a legal commitment to pay the total amount specified, regardless of any change of mind or other circumstances.

Please note that this obligation for full payment is legally binding and cannot be revoked once acceptance has been provided. The client is responsible for fulfilling the payment obligations specified in the binding contract and to communicate promptly with AZ Strategy LLC in case of any payment difficulties or issues.

Pricing and Tax clarification

The prices quoted by AZ Strategy for the services are always exclusive of any applicable taxes, including but not limited to VAT, sales tax, or any other government-imposed levies.

In the event of a request from the authorities, the client shall be responsible for remitting the applicable taxes to AZ Strategy, so that AZ Strategy can remit them to the respective taxing authority. The client shall assume full responsibility for the payment of any taxes and comply with all tax obligations.

AZ Strategy reserves the right to revise pricing at its discretion, provided that such changes are communicated to the client in advance.

The price of the proposal or any discounts offered shall no longer be valid once they have expired, and any new pricing or discounts must be reissued and formulated by AZ Strategy.

Payment's methods

Payment terms and methods will be communicated by AZ Strategy LLC before, during or after the acceptance of the proposal. Once the client accepts our proposal, he is bound to make the payment in the required terms. We usually collect payments through Bank Transfers or Credit Cards.

Payment for the services must be made in the currency agreed upon in the proposal, quotation, agreement, contract or Invoice. In the case of payment through a bank transfer (wire transfer), any costs associated with the bank transfer and currency conversion fees must be covered IN FULL by the client.

Regarding Credit Cards, we use an external payment processor to process payments to us. However, all payment information will be shared directly with our third-party provider Stripe, whose use of your personal information is governed by its Privacy Policy, which can be found at <https://stripe.com/us/privacy>.

By accepting these Terms of Service, the client authorizes AZ Strategy to store credit card information and preauthorize payments. The client is also required to provide credit card information upon request as a guarantee for the payments owed to AZ Strategy LLC. The client further authorizes us to securely store their payment and guarantee information, in any case.

We reserve the right to change Payments terms and methods at any time at our sole discretion.

The client's acceptance of the modified payment methods will be considered as part of the binding contract. The client is responsible for staying informed about any changes to the payment methods and for promptly following the updated payment instructions provided by AZ Strategy LLC.

Payments Terms

Unless otherwise specified in the quote, proposal, agreement, or contract, the payment for AZ Strategy LLC services is due within a maximum of 5 days from the date of acceptance of the quote, proposal, agreement, or contract.

Furthermore, once an invoice has been issued, the client is obligated to pay the full amount for the agreed services.

The client is required to make the payment within this stipulated timeframe to fulfill their obligations under the agreement.

It is important to note that all payments are to be made in advance, unless otherwise specified in the quote, proposal, agreement, or contract.

The client acknowledges that any quote, proposal, agreement, invoice, or document accepted or signed is considered legally binding.

Once accepted or signed, the client is obligated to respect and pay for the services in full, regardless of whether they have not used the service, have used the service in part, or no longer wish to avail of the service. In fact, AZ Strategy may have already allocated resources, incurred costs, or turned down other clients upon receiving the proposal. This applies even if the payment is divided over time or is in installments.

In the event that the client fails to make the payment for the services, AZ Strategy LLC reserves the right to suspend the provision of the services. However, regardless of any service suspension, the client remains obligated to pay for the services in full. The client shall remain a debtor to AZ Strategy LLC for the outstanding payment even if the service provision has been temporarily or permanently interrupted.

Additional clarifications regarding “Installment payments”

If the payment method has been agreed upon as a payment plan or in installments in the accepted quotation, proposal, agreement, or contract, the client is ALWAYS and, in every case, legally obligated to make the payments as agreed, regardless of any circumstances. This obligation remains even if the service is interrupted, if the client is no longer availing themselves of the service, if the client has changed their mind and no longer wishes to proceed with the service, or if the client fails to fulfill any initial requirements that prevent AZ Strategy from completing the service.

It is important to understand that payment installments or payment in rates are not to be considered as a subscription that the client can cancel. Instead, they represent a commitment to payment (in any case) by the client, and AZ Strategy allows for such installment plans as a courtesy to the client for better financial handling.

However, “Installment payments” should not be perceived as a subscription that can be terminated at will. Once the proposal is signed, the client agrees that the payment is due in full and in every case.

Late Payments and Recovery Fees

Late Fee: In the event of overdue invoices, a late fee of 5% of the overdue balance per month will be applied to the outstanding amount. This fee will be compounded monthly until the overdue balance is fully settled.

Collection Franchise Fee: In the event of non-payment or failure to settle an overdue balance, a collection franchise fee of \$350 will be charged to the client. This fee covers the initial costs associated with credit recovery efforts.

Collection Costs: The client shall be responsible for all costs incurred by AZ Strategy LLC in the process of credit recovery, including but not limited to legal fees, collection agency fees, court costs, and any other related expenses. These costs will be billed to the client and must be paid in full upon demand.

The above fees and costs are in addition to any other rights or remedies available to AZ Strategy LLC under these Terms of Service or applicable law. It is the client's responsibility to ensure timely payment of invoices and to communicate promptly with AZ Strategy LLC in case of any payment issues or disputes.

Commission Calculation

If AZ Strategy is entitled to receive commissions for sales made by the Client, such commissions shall be calculated (unless otherwise specified in the contract) on all orders received by the client, for any product, from all countries worldwide, through all stores, pertaining to all Amazon accounts owned/managed (both 'Seller' and 'Vendor').

Amounts subject to commission calculation always include (unless otherwise specified in the contract) any Tax/VAT, shipping cost, packaging cost, gift wrapping cost, or any other additional cost/charge.

Please note that commissions must be calculated on ALL orders recorded from the client (acquired in any manner) and displayed in the client's Accounts, regardless of whether they may be subsequently returned or refunded.

Description of the Service

All services provided by AZ Strategy are strictly advisory and support services and are never intended to include practical implementation on behalf of the client.

AZ Strategy shall not be obligated to take actions on behalf of the client but will solely act as an advisor and guide to assist the client in their own operations. The client acknowledges that they are solely responsible for executing any actions required in their business.

The client acknowledges and agrees that all services provided by AZ Strategy LLC are delivered as "consultation sessions" but at our sole and absolute discretion, we can decide to provide practical assistance/support to the client.

The services such as 'AZ Startup,' 'AZ Managed,' 'AZ Power Up,' and 'AZ Solution' are generic consultancy services that respectively assist the client in starting to sell on Amazon from scratch, providing ongoing support in managing their business on Amazon, enhancing their business on Amazon, and resolving issues on Amazon.

The specific services, strategies, and advice included in any package such as 'AZ Startup,' 'AZ Managed,' 'AZ Power-Up,' or 'AZ Solution' are chosen at the discretion of AZ Strategy LLC, based on its expertise in the business. If requested by the client, the specific services can be discussed and selected before accepting the agreement. If specific services are not explicitly outlined

in the proposal/contract, the decision-making authority remains entirely with AZ Strategy LLC.

Additionally, in the event that the client requests services that, according to AZ Strategy LLC, fall outside the scope of the contract, such services will be considered separate and will be invoiced separately, subject to additional costs.

By accepting the contract or agreement with AZ Strategy LLC, the client acknowledges and agrees to the possibility of incurring additional costs should such services be requested and provided.

Duration of the Service

Unless otherwise specified in the contract, all services provided by AZ Strategy (as an example, for services such as 'AZ Startup', 'AZ Power Up' and 'AZ Solution') have a maximum duration of 90 days.

The client acknowledges that the services offered by AZ Strategy LLC are intended to be completed within this timeframe, unless explicitly stated otherwise in the contract. Upon reaching the maximum duration, the services will be considered completed, and any further work or services will be subject to a separate agreement or extension.

AZ Strategy LLC may, at its discretion, offer the option to extend the duration of a service upon request and subject to availability. Any such extension will be subject to additional terms and conditions as mutually agreed upon by both parties.

This clause shall be deemed an integral part of any contract or agreement entered into between AZ Strategy LLC and the client and shall be binding upon acceptance or signature of the contract.

Service Delivery Method and Communication with the client

The client acknowledges and agrees that the mode of service delivery (including but not limited to calls, video calls, emails, SMS, Tickets, etc.) is solely at the discretion of AZ Strategy. AZ Strategy reserves the right to change the service delivery method at any time and as it deems fit, and the client is required to comply with the specified mode of communication. The client acknowledges that they are not entitled to choose the method and platforms of service delivery and must comply with the mode of communication specified by AZ Strategy.

Any information, documents or requests received by AZ Strategy through channels other than those specifically designated will be disregarded and discarded. The client must adhere to the prescribed communication channels for all interactions with AZ Strategy.

AZ Strategy reserves the right to terminate the engagement and discontinue the provision of services if the client fails to respond to our requests or communications in a timely manner. The client will be held responsible for any outstanding payments due.

AZ Strategy reserves the right to respond to the client within 72 business hours, except in exceptional cases where the response time may extend up to 15 business days.

Service Entitlement and Timeframe

The services listed in packages, proposals, quotes, agreements, invoices, and contracts are indicative of the maximum number of services that AZ Strategy can offer to the client. These services are provided as part of the overall quotation but are subject to the case-by-case analysis. If some services are found unnecessary or if the client decides not to utilize them, they shall not be eligible for reimbursement, as they are part of the comprehensive quotation.

Furthermore, once the maximum timeframe from the commencement of service provision has elapsed, the client cannot request any services that have not been delivered. It is understood that the service is deemed fully delivered and completed after this timeframe has lapsed.

By accepting these terms, the client agrees to the defined scope of services and the outlined timeframe for delivery, acknowledging that any unutilized services after the agreed-upon timeframe shall not be refunded or provided at a later date.

After-Service Period

Once the service is fully delivered and completed, the client acknowledges that any subsequent services requested by the client will be subject to separate payment. It is important to note that AZ Strategy LLC does not offer unlimited services or lifetime support at any time.

Additionally, the client has a period of 15 days from the completion of the service to bring any issues or concerns to the attention of AZ Strategy LLC. After this 15-day period, the service is considered properly delivered, and the client is deemed fully satisfied with the service.

By accepting these terms, the client agrees to release AZ Strategy LLC from any further obligations or liabilities related to the completed service after the 15-day period.

AZ Strategy LLC strives to provide the highest level of service and customer satisfaction. However, it is essential for the client to promptly communicate any concerns or feedback during the 15-day period to ensure a satisfactory resolution and a positive experience.

Please note that any additional services requested beyond the initial service agreement will be subject to separate terms and conditions and will be invoiced accordingly.

“Account Manager” change

At its sole discretion, AZ Strategy reserves the right to change the assigned account manager or consultant for its clients without any specific reason and without prior notice.

Limitation of Liability for Service Performance

AZ Strategy LLC shall not be held responsible for any failures or difficulties in the successful completion of our services caused by external factors beyond our control, including but not limited to actions or limitations imposed by Amazon or any other third party.

The client acknowledges that certain services, such as account opening or unlocking, action plans, ASIN unlocking, product unblocking, or reimbursement requests to Amazon, involve interactions with third-party platforms or entities, and successful outcomes are subject to their policies, decisions, and limitations.

While AZ Strategy LLC will make every effort to provide effective and successful services, we cannot guarantee or be held responsible for the successful outcome of all our services, including those mentioned above or any other legal or non-legal service provided.

By accepting any of our services, the client acknowledges and agrees to release AZ Strategy LLC from any liability related to the success or outcome of the service. The client assumes all responsibility for the results and consequences of the service, and no refunds will be provided under any circumstances.

Additionally, in the event that the client has agreed to pay for our services in installments or through any other payment arrangement, the client agrees to fulfill their payment obligations in their entirety, even if the service is not successfully completed or if issues arise during the process. The client is still obligated to make the full payment even if we were unable to provide all the agreed-upon services due to reasons primarily caused by factors beyond our control.

It is the responsibility of the client to ensure compliance with all applicable laws, regulations, and policies in relation to the use of our services. The client understands that AZ Strategy LLC is not responsible for any legal consequences or disputes arising from the use or outcomes of our services.

This clause shall be considered an integral part of any contract or agreement entered into between AZ Strategy LLC and the client and shall be binding upon acceptance or signature of the contract.

Authorization to track, process and share data

The client acknowledges and agrees that all calls, video calls, messages, emails, and any other type of communication/interaction exchanged between the client and AZ Strategy LLC are recorded and stored for quality assurance, training, marketing, record-keeping purposes, and to facilitate the delivery of a better and more comprehensive service.

These recordings may also be shared with our partners, other companies, other platforms, CRM software, ERP software, and any third parties for the purpose of providing a seamless service to the client.

Additionally, these communications may be used for legal purposes in relation to the client, and it can also be used to certify if a client has accepted a proposal/contract/agreement.

By accepting our Terms of Service and our Privacy Policy, the client expressly authorizes AZ Strategy LLC to record, store, share, and use such communications as described herein. The client also understands that any personal information shared during these communications will be treated in accordance with our Privacy Policy.

The client further acknowledges that while AZ Strategy LLC takes appropriate measures to protect the confidentiality and security of recorded communications and personal information, AZ Strategy LLC shall not be held responsible for any unauthorized access, data theft, or misuse of such information by partners, employees, or any third parties, including malicious use.

Messages, Emails, Links and IPs Tracking

The client acknowledges that the receipt and viewing of messages, emails, quotes, proposals, contracts, invoices and links sent by AZ Strategy or its partners may be tracked and monitored using various software and tools. This tracking is carried out for analytical and performance evaluation purposes to enhance the quality of our services and for marketing purposes. The client agrees to this tracking and monitoring as a part of their engagement with AZ Strategy.

In addition to message and email tracking, the client acknowledges that AZ Strategy is also capable of tracking and storing IP (Internet Protocol) addresses associated with the client's interactions with our services. This IP tracking is conducted for security, analytical, marketing and performance evaluation purposes. By accepting these Terms of Service, the client consents to the tracking and storage of their IP addresses by AZ Strategy for the aforementioned purposes.

Extension of Authorizations and Limitations of Liabilities

By authorizing AZ Strategy to handle all data in accordance with the Terms of Service and Privacy Policy, the client automatically grants the same authorizations and limitations of liabilities to all our partners and collaborators. This includes also access to personal data and executive powers on the client's Amazon accounts, all for the purpose of providing the services.

Right of Withdrawal & Refunds

Please note that, due to the nature of our services primarily consisting of support and consultancy, AZ Strategy LLC does NOT offer any refunds for any reason.

By accepting our proposal, quote, agreement, contract or services, you expressly waive the right to request a refund for any reason.

Once accepted, the client is obligated to respect and pay for the services in full, regardless of whether they have not used the service, have used the service in part, or no longer wish to avail of the service. In fact, AZ Strategy may have already allocated resources, incurred costs, or turned down other clients upon receiving the proposal. This applies even if the payment is divided over time or is in installments.

However, certain refund requests may be considered by AZ Strategy LLC on a case-by-case basis and granted at the sole discretion of AZ Strategy LLC.

Additional “Protection” Policies

Additional “Protection” policies are NEVER included unless otherwise explicitly stated in the quotation, proposal, agreement, or contract.

In particular, our 'Sold or Refunded' ('Vendido o Reembolsado', 'Vendu ou Remboursé', 'Verkauft oder Erstattet', 'Venduto o Rimborsato') additional protection policy means that if the client has:

- Diligently followed all our advice,
- Found potential products and/or suppliers as per our requirements,
- Set up the logistics as instructed by us, and
- Set the selling price as recommended by us,

but still fails to make a single sale, we will refund our fee.

However, it is important to clarify that if Amazon (or any other party) does not allow the client to open/activate an account, publish their products, use their logistics or fulfillment services, or blocks the client during any other process, we are not responsible, and in any case, a refund will not be issued.

Furthermore, if the client does not precisely adhere to all our requirements, fails to complete the process, or decides, for any reason, to discontinue the service or is no longer interested in the service and does not fulfill all the tasks as advised by us, then we cannot provide a refund.

Please note that in the case of payments made in installments or in multiple stages, the client is still obligated (in any case) to make the full payment as agreed until the outstanding amount is paid in full.

Prohibitions for the client

The client is strictly prohibited from, under any circumstances, recording or sharing any calls, video calls, messages, emails, or any other form of communication or interaction between the client and AZ Strategy LLC unless explicit written consent has been provided solely and exclusively by AZ Strategy Office through the email address: 'office@azstrategy.com'.

Furthermore, the client is expressly prohibited from sharing with any third parties, for any reason, any quotations, information about our services, methodologies, provided services, data, images, works, names of our collaborators/employees, or partners.

The client also agrees not to resell or reuse any information, knowledge, or insights acquired from us for any commercial or non-commercial purpose.

Failure to comply with these restrictions may result in legal action taken by AZ Strategy LLC to protect its rights and confidential information.

Obligations of the client (1)

The client is obligated to provide AZ Strategy with their accurate and complete information, including full name, residential addresses, tax identification numbers (SSN, ITIN, NIF, C.F.), company names, company registration numbers, VAT numbers, and any other data/documents requested by AZ Strategy (e.g., W8 form, W9 form).

This information must be provided by the client whenever requested, both before and after the purchase or provision of a service, and the client must promptly comply with such requests.

Furthermore, the client is solely responsible for any damages, including economic or financial losses, caused by their actions or omissions. In the event of errors or wrongful conduct committed by the client, AZ Strategy shall not be held liable, and the client agrees to indemnify and hold AZ Strategy harmless against any and all claims, liabilities, or expenses of any kind, including legal fees.

Obligations of the client (2)

The client must send us (in the way we require) all the materials and requirements that we think are necessary to deliver to him the best service. If the client has not these materials or requirements, he is solely responsible for providing these materials or requirements.

In the context of this agreement, “materials and requirements” includes but are not limited to any type of product information, graphics, images, sales histories, product costs, EAN / GTIN / UPC codes, competitor names.

Obligations of the client (3)

The client is solely responsible for informing themselves and fulfilling any and all obligations of any kind, including legal, tax, regulatory, and other compliance requirements.

This encompasses a range of responsibilities, and it is the client's duty to comply with all relevant laws and regulations.

Moreover, all advice provided by AZ Strategy are not financial or professional advice. It may also be imprecise or completely erroneous. The client is solely responsible for independently verifying the advice and ensuring compliance with all applicable laws and regulations.

It is further emphasized that conducting a business entails adhering to all regulations and laws in the state or states in which the business operates or conducts business. This may include, but is not limited to, fulfilling tax-related requirements such as obtaining a valid VAT number, registering a company, or other necessary entities as dictated by the state. The client must diligently ascertain and fulfill such obligations to operate their business legally and responsibly.

Obligations of the client (4)

The client is obligated to provide AZ Strategy with the necessary “Main User” accesses to their Amazon account, whenever requested. This is to allow AZ Strategy to verify the progress of the client's business and to accurately calculate our percentage commissions.

Obligations of the client (5)

If the client agrees to a contract with AZ Strategy LLC on behalf of a company or entity, but they do not have the authority to do so, he is still held responsible for the payment of the accepted service.

In addition, the client shall be liable for any costs or damages incurred by AZ Strategy LLC due to legal actions or claims arising from the unauthorized agreement, including all associated legal fees, administrative expenses, and any other costs related to resolving the issue. Moreover, a fixed penalty of \$900 shall be applied in such cases.

The client agrees to indemnify and hold AZ Strategy LLC harmless from any losses, costs, or liabilities resulting from the unauthorized agreement on behalf of the company or entity.

By accepting these Terms of Service, the client confirms their understanding and acceptance of this clause.

Obligations of the client (6)

This clause applies to all services provided by AZ Strategy that fall under the category of "Continuous Services," which includes services like "AZ Managed" and other similar ongoing service offerings.

In the event of any changes related to the corporate entity associated with the Amazon account or the replacement/substitution of the existing Amazon account with another one, the client agrees to continue fulfilling their payment obligations to AZ Strategy for the services provided under the "Continuous Services".

The client undertakes the responsibility of promptly notifying AZ Strategy of any changes related to the business or the Amazon account. The client further agrees to comply with all agreed-upon terms and conditions during and after the transition to the new corporate entity or Amazon account.

The client acknowledges that timely communication of such changes is essential for AZ Strategy.

Indemnification and Damages Responsibility

Any damages caused by the client to AZ Strategy LLC, including but not limited to financial losses, reputational harm, or disruption of business operations, shall be the full responsibility of the client.

The client agrees to indemnify AZ Strategy LLC and hold the company harmless from any such damages.

This indemnification includes, but is not limited to, covering all costs incurred by AZ Strategy LLC, including legal fees, administrative expenses, and any other related costs in the process of seeking compensation or resolution of the damages. In addition to the damages and costs, a fixed penalty of \$1200 shall also be imposed on the client.

By accepting these Terms of Service, the client acknowledges and agrees to the terms of this clause.

False Reviews and Defamatory Statements Clause

In the event of any false, misleading, or defamatory reviews, or dissemination of inaccurate information by the client or any associated parties, the client shall be liable to pay a penalty of \$2,500 as a fixed amount, in addition to the obligation to remove all such false statements promptly. The client further agrees to issue a public apology and compensate AZ Strategy LLC for any damages incurred as a result of such actions.

Moreover, if the removal of such reviews or false statements requires any costs, including legal expenses or reputation management services, the client shall bear the full responsibility to cover these costs promptly upon request by AZ Strategy LLC.

Furthermore, the client acknowledges and agrees that any attempts to harm the reputation or goodwill of AZ Strategy LLC through false reviews, misleading statements, or any other malicious means shall result in immediate termination of the client's access to our services without any refund of fees paid or owed. In this case the client will be held responsible for any outstanding payments due.

The client acknowledges that these measures are necessary to protect the reputation and goodwill of AZ Strategy LLC and agrees to comply with these requirements fully. Failure to do so shall be considered a material breach of these Terms of Service, and AZ Strategy LLC reserves the right to take further legal action to seek redress and enforce the provisions of this clause.

Non-Disclosure & Non-Competition

All the services provided by AZ Strategy LLC to the client are strictly confidential.

The client can't reveal, share, sell, publish or disclose in any way, all the proposals/agreements/services/information/materials/strategies/emails/communications or any other thing provided by or shared with AZ Strategy LLC.

Although the client can use the skills learned through the purchased services, the latter undertakes not to resell these skills and services in whole or in part, not to copy them in whole or in part and in any case not to carry out acts directly or indirectly in competition with AZ Strategy LLC.

Confidentiality of Case Studies and Information

All case studies, data, information, or materials presented to the client by AZ Strategy LLC, whether during the provision of services or as part of any consultation, shall be considered confidential and protected under a Non-Disclosure Agreement (NDA).

The client acknowledges and agrees that the case studies, data, information, and materials shared by AZ Strategy LLC are proprietary and sensitive in nature. The client shall not disclose, reproduce, distribute, or otherwise make available any such information to any third party without the express written consent of AZ Strategy LLC.

The client shall use the case studies and information solely for the purpose of evaluating the services provided by AZ Strategy LLC and shall not use, copy, or share such information for any other commercial or competitive purposes.

The NDA shall remain in effect indefinitely, even after the termination of the contractual relationship between the client and AZ Strategy LLC.

Any breach of the confidentiality provisions set forth in this clause shall entitle AZ Strategy LLC to seek injunctive relief, damages, or any other legal remedies available under the applicable laws.

The client understands and agrees to take all reasonable measures to protect the confidentiality of the case studies and information provided by AZ Strategy LLC and to prevent unauthorized access or disclosure.

By accepting these Terms of Service, the client acknowledges their understanding of the importance of maintaining the confidentiality of the case studies and information provided by AZ Strategy LLC and agrees to abide by the terms of the Non-Disclosure Agreement.

Confidentiality of Collaboration

The client agrees not to disclose any information regarding our collaboration, services rendered, or any business-related interactions with AZ Strategy LLC to any third-party partners or to Amazon without explicit written consent from AZ Strategy LLC's Office 'office@azstrategy.com'.

Any breach of this confidentiality obligation may result in immediate termination of services, legal action, and the client shall be held fully responsible for any damages incurred by AZ Strategy LLC due to such unauthorized disclosures. The client acknowledges that this confidentiality provision is vital to protect the competitive advantage of AZ Strategy LLC and agrees to adhere to it diligently throughout and after the term of our engagement.

In case of termination, the client will be held responsible for any outstanding payments due.

Use of Aliases for Privacy Protection

The client acknowledges and agrees that for the purpose of protecting the privacy of our employees, collaborators, or partners, they may use aliases or pseudonyms during interactions. These aliases are used solely to safeguard personal/business information and identities while maintaining effective communication with the client.

The client accepts and consents to the use of aliases by our employees, collaborators, or partners for privacy protection purposes and understands that this practice does not affect the quality or integrity of the services provided by AZ Strategy LLC.

By accepting these Terms of Service, the client acknowledges their understanding and acceptance of the use of aliases for privacy protection during interactions with AZ Strategy LLC.

Right to Terminate

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Validity of: Terms of Service, Privacy Policy and Cookie Policy

By accessing <https://azstrategy.com/>, accepting any of our quote/proposal/agreement/contract, using any of our services, or by contacting us through any channel, you agree to be bound by our Terms of Service, Privacy Policy, and Cookie Policy.

By doing so, you are considered a "client" within the scope of our Policies and any references made to "clients" in relation to our services, rights, and obligations also apply to you, regardless of whether you have made any purchases or payments for any of our services.

Terms of Service -> <https://azstrategy.com/terms-of-service/>

Privacy Policy -> <https://azstrategy.com/privacy-policy/>

Cookie Policy -> <https://azstrategy.com/cookie-policy/>

Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

In the event that any provision or condition of this contract is deemed invalid or unenforceable by a competent court or authority, it shall not render the entire contract null and void. The remaining provisions and conditions shall continue to be valid and enforceable to the fullest extent permitted by law. Any partial non-compliance with the terms of this contract shall not be deemed as a waiver of rights or constitute a waiver of enforcement for any other provision or condition.

Formal Communications

In all sections of the Terms of Service, Privacy Policy, Cookie Policy, proposal, agreement, quote, contract, invoice where it is mentioned that 'if not expressly authorized,' it is understood that authorization can only be granted through AZ Strategy's main office email, 'office@azstrategy.com'.

Additionally, all complaints and formal communications must be sent to this same email address. Any communication made to or from AZ Strategy LLC's partners, employees, or collaborators will not be considered valid or binding.

In case of any doubts or the need for authorizations or formal communications, please exclusively refer to the main office email address, as all other communications will not be taken into consideration and will have no legal or official value.

Language of Contracts and Policies

In the event that any document, proposal, quote, invoice, agreement, or contract is formulated in multiple languages, the English version shall prevail in case of any discrepancies, conflicts, or inconsistencies between the different language versions.

The parties expressly acknowledge and agree that English shall be the controlling and governing language for all legal purposes, interpretations, and enforcement of the contractual terms. This is to ensure clarity, uniformity, and consistency in the understanding of the rights, obligations, and responsibilities of both parties.

By accepting and entering into any contract or agreement with AZ Strategy LLC, the client confirms their agreement to be bound by the terms and conditions presented in the English version of the document, regardless of any other language versions that may exist.

It is the responsibility of the client to seek translation or professional assistance if needed to ensure a comprehensive understanding of the English language version.

The client acknowledges that they have not been pressured or coerced to accept the English language version, and any disputes arising from the interpretation or implementation of the contractual terms shall be resolved based on the English language version.

The provision regarding the prevailing authority of the English language in case of discrepancies, conflicts, or inconsistencies shall also apply to all Terms of Service, Privacy Policy, and Cookie Policy formulated by AZ Strategy LLC. In the event of any differences between the English version and translations, the English version shall govern.

By accepting the contract, the client declares and confirms that they have a proficient understanding of the English language and have read and comprehended every single word, term, and provision of the contract, including the Terms of Service, Privacy Policy, and Cookie Policy.

The client acknowledges that they have had ample opportunity to seek legal counsel or translation assistance to ensure a comprehensive understanding of all the documents presented in English. They further affirm that their acceptance of the contract, Terms of Service, Privacy Policy, and Cookie Policy in English is made willingly and without any coercion.

In the event of any legal disputes, the client agrees that the English version of the contract, Terms of Service, Privacy Policy, and Cookie Policy shall serve as the definitive and governing reference for all legal proceedings and interpretations. The client waives any right to contest the use of the English version in such disputes.

If the client accepts or signs an agreement/proposal/contract in any other language, it is understood that the main proposal in the English version prevails and is accepted.

Clarification of Valid Agreements

Any verbal agreements (or of any other kind) made between the client and AZ Strategy prior to (or after) the acceptance of the quote/proposal/agreement/contract/invoice shall be considered invalid and entirely replaced by the terms outlined in the quote/proposal/agreement/contract/invoice and supplemented by the Terms of Service.

In the event of any disputes or misunderstandings regarding agreements between the company and the client, only the terms specified in the quote/proposal/agreement/contract/invoice and integrated with the Terms of Service shall be deemed binding.

Upon acceptance of a service, the only valid conditions are those presented in the quote/proposal/agreement/contract/invoice and integrated with the Terms of Service. Any information provided verbally, over the phone, or during video calls by employees, partners, or collaborators may be imprecise or entirely erroneous. The client is required to consider ONLY the terms outlined in the quote/proposal/agreement/contract/invoice and integrated with the Terms of Service.

By accepting any quote/proposal/agreement/contract/invoice, the client agrees to this clause and confirms that they have ensured all desired requirements, services, policies, and conditions have been included in the

contract. Any other "agreement" shall not be considered part of the contractual obligations.

By accepting the quote/proposal/agreement/contract/invoice, the client automatically agrees to the Terms of Service and, specifically, this condition, and further agrees to nullify any agreements not explicitly stated in the proposal.

Governing Law and Dispute Resolution

These Terms of Service are governed by and construed in accordance with the laws of Delaware. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location for any legal matters arising from these terms.

Any dispute unresolved through amicable negotiations or extrajudicial settlement between the client and AZ Strategy shall be exclusively and finally settled through arbitration in accordance with the rules of the Delaware Rapid Arbitration Act (DRAA). The Parties declare their acceptance of arbitration in all its aspects and refer to it for the nomination of arbitrators.

In the event of legal proceedings, the competent forum shall be in Delaware (US). The client expressly waives their legal venue of residence in any other jurisdiction in case of disputes between the Parties or with AZ Strategy LLC.

Exceptions for Urgency or Precaution

Notwithstanding the aforementioned clause, AZ Strategy reserves the right to initiate urgent and/or precautionary proceedings against the Client anywhere in the world and in any venue for any loss, damage, or violation, whether actual or potential. This includes but is not limited to ownership rights, missed payments, actual or potential economic losses or damages, debt/interest collection, or any conditions outlined within this agreement or any other agreements.

It is expressly understood and agreed that measures of 'Urgency or Precaution' are solely and exclusively at the discretion of AZ Strategy and are not subject to review or challenge by any other party.

By accepting any agreement with AZ Strategy, the client expressly acknowledges and accepts this clause.