

# Terms of Service - AZ Strategy LLC

## INTRODUCTION

These Terms of Service govern the access and use of the main website [azstrategy.com](https://azstrategy.com), its subdomains (including but not limited to [portal.azstrategy.com](https://portal.azstrategy.com), [payments.azstrategy.com](https://payments.azstrategy.com)), and any other websites, platforms, or services operated by AZ Strategy LLC, whether provided through online platforms, offline interactions, or any other means.

### **Legal Information:**

AZ Strategy LLC is a company registered in the State of Delaware, USA.

File Number: 7021871

Address: 8 The Green STE R, Dover, DE 19901, United States of America

### **Acceptance of the Terms:**

By accessing any of our websites, subdomains, platforms, or using our services, you agree to comply with these Terms of Service and all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use our services.

### **Modifications to the Terms of Service:**

AZ Strategy LLC reserves the right to modify, update, or amend these Terms of Service at its sole discretion at any time. Changes will take effect immediately upon publication on our websites. It is your responsibility to review this section periodically for updates.

### **Contact Information:**

For official communications, please contact us at [office@azstrategy.com](mailto:office@azstrategy.com).

### **Last Updated:**

These Terms of Service were last updated on **January 02, 2025**.

# 1. DEFINITIONS

**AZ:** Refers to AZ Strategy LLC, the company providing services under these Terms of Service, including its subsidiaries, affiliates, collaborators, and partners authorized to operate on behalf of AZ.

**Client:** The individual or legal entity using the services provided by AZ.

**Services:** Any consultation, tutoring, management, support, or related activities offered by AZ, whether through online platforms, offline interactions, or other means.

**Contract:** Refers to any quote, proposal, estimate, agreement, or contract issued by AZ to the Client. All such documents are always considered legally binding contracts for the Client.

**Contract Signing:** Refers to the acceptance of the Contract, which can occur through signature, e-signature, electronic approval, written acceptance via email, other official AZ communication channels, or even verbal acceptance where applicable. This term also covers all derived expressions such as "when the contract is signed," "upon contract acceptance," or similar phrases indicating acceptance of the Contract in any legally recognized form.

**Website:** Refers to azstrategy.com and all its subdomains, including but not limited to portal.azstrategy.com, payments.azstrategy.com, or any other website operated by AZ.

**Platform:** Any online environment operated by AZ used to provide services to the Client.

**Amazon Account:** Refers to all accounts for which AZ provides services on behalf of the Client, whether directly owned by the Client or by third parties. These accounts may include, but are not limited to: Seller Central, Vendor Central, Advantage, KDP, Brand Registry, Transparency, and Project Zero.

**Necessary Materials:** refer to any data, documentation, or resources required by AZ to provide its services effectively. These include but are not limited to full product information, graphics, sales histories, cost information, GTIN or other product codes, and competitor names. They also encompass materials required to comply with relevant laws, tax regulations, third-party policies (such as Amazon), and any specific requirements outlined by AZ. This also includes accurate and complete Client information, such as full name, residential addresses, tax identification numbers (SSN, ITIN, NIF, C.F.), Identity Documents, company names, company registration numbers, VAT numbers, and any other data or documents requested by AZ (e.g., W8 form, W9 form).

**Terms:** These Terms of Service, including all clauses, conditions, and policies applicable.

**ToS:** These Terms of Service, including all clauses, conditions, and policies applicable.

**Intellectual Property:** All trademarks, copyrights, patents, designs, trade secrets, and proprietary information belonging to AZ.

**Confidential Information:** Any non-public information shared between AZ and the Client, including business strategies, processes, and personal data.

**Third Party:** Any external individual or entity not directly affiliated with AZ involved in service delivery or data management.

**Data Protection Laws:** All relevant laws and regulations concerning the protection and processing of personal data.

## **2. EARNINGS & RESULTS DISCLAIMER**

All the sales forecasts and earnings calculations made by AZ are only potential and not guaranteed by anyone.

These forecasts are realized using sales estimator software external to AZ.

There is no guarantee that you will make these levels of income, and you accept the risk that 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. Each individual's success depends on their 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 the 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 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.

### **3. CONTRACTUAL COMMITMENT**

#### **3.1 Integration of Terms of Service**

These Terms of Service are an integral part of the Contract. Whenever the term "Contract" is mentioned, it includes these Terms of Service by reference.

#### **3.2 Contractual Binding Effect**

By signing any Contract with AZ, the Client acknowledges and agrees that the Contract constitutes a legally binding agreement. This applies to all terms, conditions, obligations, and responsibilities specified in the Contract.

#### **3.3 Unconditional Contract Enforcement**

The entire Contract applies unconditionally, regardless of service usage, interruptions, or decisions made by either party after the Contract's signing.

#### **3.4 Payment Obligations Clarification**

This clause serves as a specific clarification that the principles outlined in previous sections also explicitly apply to payment obligations.

The Client is legally bound to pay the full amount for the agreed services as stated in the Contract. This obligation persists regardless of service usage, interruptions, or changes in decision by either party after the Contract's signing.

The Client remains obligated to fulfill all payment commitments, even if:

- The service is discontinued by the Client.
- The Client decides not to proceed after signing the Contract.
- The Client chooses not to use the service at any point after the Contract has been signed.
- The service can no longer be delivered by AZ, for any reason.

### **4. SERVICE**

#### **4.1 Description of the Service**

AZ provides services to assist Clients with selling on Amazon.

#### **4.2 Service Delivery Method**

Services may include consultation, tutoring, management, support, digital services, materials, software, or a combination thereof, depending solely on AZ's discretion. The delivery method may be adjusted at any time without prior notice at AZ's discretion.

#### **4.3 Service Delivery Channels**

AZ delivers services through various channels, including but not limited to: Online platforms, Ticketing systems, Emails, Phone calls, Video calls, WhatsApp messages, Direct messages through official communication tools, or any other channels AZ considers appropriate.

The selection of service delivery channels is determined solely by AZ and may be modified at its discretion without prior notice.

Any information, documents, or requests received by AZ through channels other than those specifically designated for that type of communication will be deemed invalid, ignored, and discarded

#### **4.4 Service Language**

The language used for service delivery is determined solely by AZ and may be changed at its discretion at any time without prior notice.

#### **4.5 Service Examples**

AZ offers various services, including but not limited to:

- **‘AZ Startup’**: Assistance with starting an Amazon business from scratch.
- **‘AZ Managed’**: Ongoing business management support for Amazon operations.
- **‘AZ Power Up’**: Business growth strategies and performance enhancement.
- **‘AZ Solution’**: Issue resolution and operational problem-solving.

#### **4.6 Customization of Services**

Specific services, strategies, and advice offered under packages such as 'AZ Startup,' 'AZ Managed,' 'AZ Power-Up,' or 'AZ Solution' are determined at AZ's discretion based on industry expertise. Clients may request a service breakdown prior to agreement acceptance; however, some listed items may not

be pursued if deemed unnecessary or impossible by AZ. The service will still be considered fully delivered. If not explicitly listed in the proposal or contract, AZ retains full decision-making authority regarding service delivery.

#### **4.7 Start of the Service**

The start of the service is the date of the contract signature, unless otherwise specified in the agreement. However, the service may be automatically suspended until full payment is received by AZ.

#### **4.8 Duration of the Service**

All services provided by AZ have a maximum duration.

For example, unless otherwise specified in the contract, 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 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 additional charges.

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

#### **4.9 Post-Delivery Resolution Period**

Following the delivery of the service, the Client has a period of 7 days to raise any issues or concerns with AZ. Once this 7-day period has elapsed, the service will be considered properly delivered, and the Client formally declares themselves fully satisfied with the service.

#### **4.10 Additional Services and Costs**

Should the Client request services beyond the agreed contract, such services will be considered separate and will be billed accordingly.

By accepting a contract or agreement with AZ, the Client acknowledges and consents to potential additional charges for requested supplementary services.

Additionally, in the event that the client requests services that, according to AZ, 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, the client acknowledges and

agrees to the possibility of incurring additional costs should such services be requested and provided.

## **5. AVAILABILITY TIME**

### **5.1 Business Hours**

AZ's typical business hours are Monday to Friday, 09:00–12:00 and 14:00–18:00. However, these hours may vary depending on the department. AZ is closed on Saturdays and Sundays.

### **5.2 Closure Days**

AZ may remain closed or unavailable to the Client for extended periods due to holidays or other reasons without prior notice. Such days will not be considered as business days.

### **5.3 Response Time**

AZ typically responds to the Client within 72 business hours. However, in exceptional cases, the response time may extend up to 15 business days, or more.

## **6. PRICING**

### **6.1 Pricing Clarification**

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

### **6.2 Tax Responsibility**

The Client shall be fully responsible for the payment of any applicable taxes. In case of a request from tax authorities to AZ, the Client must remit the applicable taxes to AZ so that AZ can forward them to the relevant taxing authority.

### **6.3 Price Changes**

AZ reserves the right to revise its pricing at its sole discretion.

## **7. PAYEMENTS**

### **7.1 Payment Terms**

Amounts due are invoiced on the Contract Signing date and are always payable upon receipt unless otherwise specified in the Contract.

### **7.2 Payment Obligation**

By signing a Contract or accepting a Contract, the Client is legally bound to pay the full amount for the agreed services, regardless of service usage, interruptions, or changes of decision by either party, or the inability of the service to be delivered for any reason.

This obligation applies even if the Client discontinues the service, decides not to proceed even after signing, no longer wishes to use the service, or has outstanding installment payments due under the Contract. Note that installment plans are not subscriptions and cannot be canceled.

### **7.3 Currency**

Payments must be made in the currency specified in the Contract. The currency may be changed at AZ's sole discretion at any time.

### **7.4 Payment Methods**

Accepted payment methods may include Bank Transfers, Credit Cards, or other authorized methods.

AZ may require payments to be made to third-party partner accounts, only if communicated through official AZ channels to prevent fraud.

### **7.5 Payment Fees**

Any fees or expenses related to payment processing, currency conversion, or bank transfers must be fully covered by the Client. In the case of international bank transfers, the Client must assume all related fees by selecting the 'OUR' option to ensure full payment reaches AZ without deductions.

### **7.6 Payment Storage and Authorization**

By accepting these Terms of Service, the Client authorizes AZ to securely store payment details, including credit card information, for any reason, at any

time, and without prior notification to the Client. This authorization may be executed automatically as deemed necessary by AZ.

The Client pre-authorizes AZ to charge payment methods provided by the Client for any amount, for any reason, and at any time.

### **7.7 Payment Provider Disclaimer**

Payment transactions can be processed by third-party providers, including Stripe, and are subject to their respective privacy policies. AZ is not responsible for payment processing errors, service failures, or data breaches caused by any party.

### **7.8 Failed Payment Charges – Admin Fee**

In the event of a failed payment or the inability to charge the Client's payment method, AZ shall invoice an Admin Fee of \$150 or the equivalent. This fee covers administrative costs associated with managing failed transactions.

### **7.9 Late Payments – Late Fee**

A Late Fee of 5% of the overdue balance per month will be applied. This fee compounds monthly until the balance is settled.

### **7.10 Collection and Legal Costs**

If payment issues persist, AZ will apply a **Collection Fee** of \$350.

The Client is responsible for all costs related to debt recovery, including legal fees, court costs, collection agency fees, and any related expenses.

### **7.11 Service Suspension Due to Non-Payment**

If full payment is not received, AZ reserves the right to suspend services until the balance is fully settled.

The Client is responsible for ensuring timely payment and must promptly notify AZ of any payment issues or disputes. Failure to meet payment obligations may result in service suspension while preserving AZ's right to pursue full payment and associated costs.

## 8. RIGHT OF WITHDRAWAL & REFUNDS

Please note that due to the nature of our services, which primarily consist of support, consultancy, or personalized digital services, **AZ does NOT offer any refunds for any reason.**

By signing the Contract, the Client expressly waives the right to request a refund for any reason.

Once the Contract is accepted, the Client is legally bound to respect and pay for the services in full, regardless of whether they have not used the service, have used the service only partially, or no longer wish to avail themselves of the service. This is because AZ may have already allocated resources, incurred costs, or turned down other clients upon receiving the Contract.

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

## 9. ADDITIONAL “PROTECTION” POLICIES

Additional “Protection” policies are NEVER included unless explicitly stated in the Contract.

However, our 'Sold or Refunded' ('Vendido o Reembolsado', 'Vendu ou Remboursé', 'Verkauft oder Erstattet', 'Venduto o Rimborsato') policy provides additional protection to the Client under the following conditions:

- The Client has allowed AZ to work efficiently.
- The Client has diligently followed all advice provided by AZ.
- The Client has identified potential products and/or suppliers as per AZ’s requirements.
- The Client has set up logistics as instructed by AZ.
- The Client has set the selling price as recommended by AZ.

If these conditions are met but the Client still fails to make a single sale, AZ will refund its fee.

However, if the Client is no longer interested in the service, or if Amazon (or any other party) does not allow the Client from operating as instructed by AZ, AZ is not responsible, and no refund will be issued. In such cases, the Client remains obligated to pay the full amount due under the Contract

## 10. OBLIGATIONS AND PROHIBITIONS OF THE CLIENT

### 10.1 Provision of Necessary Materials

The Client must provide all Necessary Materials as requested by AZ in the specified format, timeframe, and through the designated channel. All Necessary Materials must be accurate, complete, and up-to-date. The Client assumes full responsibility for any consequences arising from incorrect, incomplete, or delayed submissions. If the Client lacks any Necessary Materials, they are solely responsible for obtaining and supplying them promptly.

## **10.2 Legal and Regulatory Compliance**

The Client is solely responsible for understanding and fulfilling all legal, tax, regulatory, and compliance obligations related to their business. Any advice provided by AZ is for informational purposes only and does not constitute professional or financial advice. The Client must independently verify such advice and ensure compliance with all applicable laws. The Client is responsible for complying with all relevant business, tax, and operational regulations in the jurisdictions where they operate.

## **10.3 Access to Amazon Account**

The Client must provide AZ with "Main User" access to all Amazon accounts requested by AZ.

The Client must also provide AZ with "Secondary User" access to all Amazon accounts requested by AZ.

The specific access methods will be determined exclusively at AZ's discretion and may be changed at any time without prior written notice.

## **10.4 Authorization and Responsibility**

If the Client signs a Contract with AZ on behalf of a company or entity without the necessary authority, they are personally responsible for fulfilling payment obligations.

The Client shall be liable for any costs or damages AZ incurs due to unauthorized agreements, including legal fees, administrative expenses, and related costs.

A fixed penalty of \$900 will be applied in such cases.

The Client agrees to indemnify and hold AZ harmless from any losses, costs, or liabilities resulting from unauthorized agreements.

## **10.5 Account Transfer**

The Client is strictly prohibited from transferring any Amazon Accounts for which AZ provides services, without obtaining prior explicit written consent from AZ.

AZ reserves the right to negotiate and establish a new agreement with the prospective new owner of the account under terms deemed appropriate by AZ. Should the new owner fail to meet contractual obligations or become non-compliant, the original Client shall remain fully responsible for all outstanding obligations, including payments, liabilities, and any applicable penalties.

#### **10.6 Amazon Account - Management Agreement**

Unless otherwise specified in writing in the Contract:

- The Client agrees to entrust AZ with the management of all existing and future Amazon Accounts registered under the Client's name.
- The Client must notify AZ promptly of any newly created Amazon accounts and provide full access as required under these Terms. AZ reserves the right to decide whether to accept the management of newly created Amazon accounts and to establish specific terms if needed.

#### **10.7 Notification of Changes**

The Client must promptly notify AZ of any changes related to their business or Amazon Accounts.

#### **10.8 Client Cooperation Standards**

The Client must be proactive, efficient, and responsive when interacting with AZ.

The Client agrees to respond promptly to all AZ requests, including requests for information, documentation, approvals, and other business-related communications, within 48 hours.

Delays caused by the Client's lack of responsiveness may result in service interruptions, additional charges, or modifications to service timelines.

#### **10.9 Client Conduct**

The Client must interact with AZ in a respectful, courteous, and non-offensive manner at all times.

#### **10.10 Communication Recording Prohibition**

The Client is strictly prohibited from recording or sharing any calls, video calls, messages, emails, or other forms of communication or interaction with AZ without explicit written consent from AZ.

#### **10.11 ENG Language Proficiency**

The Client declares and confirms that they have a full understanding of the English language to fully comprehend all communications, agreements, and

documentation provided by AZ without requiring translation or further clarification.

## **11. RIGHTS OF AZ**

### **11.1 Information Disclosure Requirement**

AZ has the right to request detailed and specific information about the Client, including but not limited to business structure, corporate entities, ownership composition, identity documents, related companies, and any other information AZ deems necessary

### **11.2 Power of Attorney from the Client**

From the Start of the Service date, the Client automatically grants AZ full power of attorney to perform any operation on the Client's Amazon Accounts and outside of them. All operations performed by AZ shall be considered legally pre-authorized and executed on behalf of the Client.

### **11.3 Financial Guarantees**

AZ reserves the right to request financial guarantees of any kind from the Client, such as credit card details, direct debit authorizations, checks, or any other form of payment assurance deemed appropriate, at any time at its sole discretion.

Additionally, AZ may require the Client to provide a valid Credit Card (excluding prepaid cards or debit cards) with a sufficient credit limit as a guarantee. AZ must be able to charge this card without restrictions and at any time.

### **11.4 Financial Guarantee Verification**

AZ reserves the right to perform test charges or validation checks on any financial guarantees provided by the Client.

### **11.5 Security Deposits**

AZ may request Security Deposits of any amount from the Client at any time at its sole discretion.

### **11.6 Account Manager Change**

AZ reserves the right to change the assigned Account Manager or Consultant for its Clients at any time, at its sole discretion, without providing a specific

reason and without prior notice.

#### **11.7 Inactivity Fee and Service Maintenance Fees**

AZ reserves the right to charge the Client an Inactivity Fee or Service Maintenance Fees.

#### **11.8 Decision-Making Authority**

The Client acknowledges and agrees that if any terms, conditions, or service details are not explicitly outlined in the Contract, AZ retains full decision-making authority. AZ is solely empowered to interpret, define, and implement actions or services as deemed appropriate and necessary to fulfill the Contract's objectives.

#### **11.9 Client Data Tracking Permission**

The Client expressly authorizes AZ to automatically and without prior notice track, record, and store any calls, video calls, messages, emails, communication exchanges, system interactions, IP addresses, and read receipts. This authorization encompasses purposes including but not limited to quality assurance, training, marketing, record-keeping, contract acceptance, legal purposes, facilitating the delivery of a better and more comprehensive service, and any other use deemed appropriate by AZ.

#### **11.10 Client Data Usage Permission**

The Client grants AZ explicit permission to use, share, display, or disclose any Client's data with third parties for purposes including but not limited to case studies, marketing, commercial presentations, promotional activities, legal proceedings, or any other business-related purpose deemed appropriate by AZ.

This authorization is granted exclusively to AZ and does not extend similar rights to the Client unless expressly agreed upon in writing by AZ.

#### **11.11 Single Point of Contact**

AZ reserves the right to request the Client to appoint a single point of contact for the project to facilitate and oversee the work effectively.

#### **11.12 Right to Request Information Deletion**

AZ reserves the right to request the deletion of files, documents, emails, communications, or other information from the Client at its sole discretion.

### **11.13 Emergency Lockdown Authority**

AZ reserves the right, in cases of violations or as a preventive measure, to take actions on the Client's Amazon Seller Central account at its sole discretion. Such actions may include, but are not limited to, closing the Amazon account, sequestering the account, changing access credentials, deleting products or work performed, withdrawing inventory, or acquiring inventory at nominal prices, without the Client's permission.

### **11.14 Non-Access to Accounts & Fraudulent Actions**

In the event of AZ being denied access to the Client's Amazon Accounts, unauthorized transfers of the Amazon Accounts, or other fraudulent or evasive behaviors, AZ reserves the right to continue issuing invoices to the Client for the entire duration of the contract for the highest of the following amounts, at AZ's sole discretion:

- The total maximum amount invoiced to the Client, increased by 25% or \$500, whichever is greater.
- An estimated amount based on the Client's online sales, calculated using software and comparators of AZ's choosing, increased by 25% or \$500, whichever is greater.

In such cases, the Client is required to immediately restore compliance with the contract and adhere to all contractual terms as soon as possible.

Furthermore, if AZ suspects that significant losses have been or will be incurred, it reserves the right, at any time, to:

- Demand in advance the full remaining payments due under the contract, increased by the values outlined above, until the contract's expiration date.
- Invoice higher amounts to the Client than those specified above.
- Pursue legal action against the Client, including seeking compensation for losses and damages.

### **11.15 Right of Termination**

AZ reserves the right to terminate the Contract at its sole discretion for reasons including but not limited to:

- Non-payment or repeated late payments by the Client.
- Breach of any terms outlined in this agreement.
- Failure of the Client to provide required documents, accurate information, or Necessary Materials.
- Non-compliance with regulatory, legal, or operational standards required by

AZ or third-party platforms (such as Amazon).

- Actions by the Client that may harm AZ's reputation, business operations, or legal standing.
- Unsatisfactory results or sales of the Client.
- Lack of responsiveness or efficiency from the Client
- Lack of interaction with the Client for more than 30 days.
- No further interest from AZ in continuing to collaborate with the Client
- Any other reason

Termination may occur with immediate effect upon written notice from AZ through official communication channels.

In the event of termination, the Client remains responsible for any outstanding payments, liabilities, and fees incurred prior to termination, including but not limited to service fees, penalties, and legal costs as applicable

## **12. PERCENTAGE COMMISSION TERMS**

### **12.1 Description**

AZ, in agreement with the Client, may request a percentage-based commission on the revenue generated by the Client through its Amazon accounts.

The terms outlined below govern how these commissions are calculated and applied. These terms are standard and apply in all cases, unless explicitly stated otherwise in the signed Contract.

### **12.2 Accounts Subject to Commission**

The accounts on which commissions are calculated are:

- All Amazon Accounts owned by the Client, whether managed by AZ or not.
- All Amazon Accounts entrusted to AZ by the Client, even if not owned by the Client.

### **12.3 Commission Calculation Basis**

The commission is calculated on all orders received by the Client, acquired in any manner, for any product, on any marketplace, from all countries worldwide.

This includes orders regardless of whether they are subsequently returned, refunded, or canceled.

#### **12.4 Commissionable Amount**

The revenue base for commission calculation always includes:

- Item price
- Shipping price
- Gift Wrap price
- Any additional costs, surcharges, or service fees applied to the order
- Any applicable taxes, including VAT and sales tax.

#### **12.5 Calculation Periods**

AZ calculates commissions periodically for each calendar month.

#### **12.6 Invoice Issuance**

AZ typically issues an invoice for the commissions for each month within the first five (5) business days of the following month.

#### **12.7 Payment Terms**

The payment terms for commission invoices follow AZ's standard payment terms as specified in the relevant section of these Terms of Service.

#### **12.8 Automatic Charge**

AZ typically automatically charges the Client's payment method for the invoices related to these commissions.

#### **12.9 Commission Invoice Revision**

If the Client suspects errors in the billed commission amount, they have five (5) business days from the invoice issuance date to request a revision from AZ by submitting a written request via email, providing clear and specific evidence of any identified discrepancies.

Once the five (5) business days have passed, the Client forfeits the right to dispute or request a revision of the billed commissions.

#### **12.10 Exceptions**

AZ may decide to apply different commission calculation periods, invoice issuance timelines, and Commission Invoice Revision terms at its sole discretion, at any time, and without prior notice.

## **13. CONFIDENTIALITY AGREEMENT**

### **13.1 Application of Confidentiality**

The Client understands that the relationship with AZ is subject to confidentiality for various reasons. The Client commits to strictly adhering to all this agreement and to not record, save, or disclose any confidential information in any way, without explicit written consent from AZ. This commitment applies unconditionally to the Client's interactions with Amazon as well.

### **13.2 Confidentiality of Collaboration**

The Client agrees not to disclose the ongoing collaboration with AZ and to keep this relationship completely confidential.

### **13.3 Prohibition of Reviews**

The Client agrees not to publish, share, or post any reviews, testimonials, or public statements regarding AZ or its services without explicit written consent from AZ.

### **13.4 Confidentiality of AZ's Organizational Details**

The Client acknowledges that all information regarding AZ's structure, ownership, management, corporate organization, employees, contractors, collaborators, partners, bank accounts, and any other non-public information is strictly confidential.

### **13.5 Identity Protection and Use of Aliases**

The Client acknowledges and agrees that, for the purpose of protecting the privacy of AZ's employees, collaborators, or partners, they may not disclose their full identity or may use aliases or pseudonyms during interactions.

### **13.6 Confidentiality of Services and Materials**

The Client acknowledges that all services, materials, strategies, emails, communications, Contracts, agreements, and any other information provided by AZ are strictly confidential.

### **13.7 Duration of Confidentiality**

The confidentiality obligations outlined in this agreement remain in effect for the duration of the contractual relationship between the Client and AZ and

shall continue perpetually, without expiration, even after the termination of the agreement.

## **14. NON-COMPETITION AGREEMENT**

### **14.1 Scope of Non-Competition**

The Client agrees not to engage in any activities, directly or indirectly, that compete with the services, strategies, or business model of AZ. This includes but is not limited to replicating AZ's services, offering similar solutions, or using proprietary knowledge gained from AZ for competitive purposes.

### **14.2 Prohibition on Service Replication**

The Client is strictly prohibited from reproducing, reselling, or redistributing in any form the services, strategies, or methodologies provided by AZ. This includes copying services in whole or in part for commercial or competitive purposes.

### **14.3 Non-Solicitation of AZ's Collaborators**

The Client agrees not to solicit, hire, or engage any current or former employees, contractors, or collaborators of AZ for competitive purposes.

### **14.4 Use of Proprietary Knowledge**

The Client may use the skills and knowledge gained through AZ's services solely for their personal business operations. However, the Client agrees not to utilize such knowledge to develop competing products, services, or strategies.

### **14.5 Duration of Non-Competition**

This non-competition agreement remains in effect for the duration of the contractual relationship between the Client and AZ, and continues indefinitely for a period of 10 years following its termination, unless otherwise agreed upon in writing.

## **15. COSTS AND DAMAGES RESPONSIBILITY**

### **15.1 Client Responsibility for Costs**

The Client acknowledges that any costs incurred by AZ on behalf of the Client are the sole responsibility of the Client. This includes but is not limited to extraordinary expenses, administrative costs, or other expenditures made for the benefit of the Client.

The Client agrees to indemnify AZ for any such costs.

## **15.2 Client Responsibility for Damages**

The Client shall be fully responsible for any damages caused to AZ, including but not limited to financial losses, reputational harm, and disruption of business operations.

The Client agrees to indemnify AZ for any such damages.

## **15.3 Indemnification Definition**

Indemnification includes covering all costs incurred by AZ, including but not limited to:

- Legal fees and court costs.
- Administrative expenses.
- Interest and penalties.
- Compensation for damages.
- Any other related costs necessary for seeking resolution or compensation for the damages.

## **15.4 Compliance with Indemnification Requests**

The Client agrees to comply promptly with any requests for payment or reimbursement made under this clause.

# **16. LIMITATIONS OF LIABILITY**

## **16.1 Scope of Liability**

AZ shall not be held liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use its services, websites, platform, or any associated materials. This includes, but is not limited to, business interruptions, loss of data, revenue, or profits.

## **16.2 Service Performance**

While AZ endeavors to provide the highest quality services, it cannot guarantee specific results due to various factors, including but not limited to

third-party external circumstances, regulatory changes, technological failures, errors, or inaccuracies.

### **16.3 Data Integrity**

AZ makes every effort to ensure the accuracy of provided data and reports. However, AZ is not responsible for any discrepancies, data loss, or inaccuracies caused by third-party systems, software, or platform limitations.

### **16.4 Client's Use of Advice**

AZ provides recommendations and guidance based on industry expertise. Such advice may be inaccurate, partially incorrect, or completely erroneous. The implementation of such advice is solely the responsibility and risk of the Client. AZ is not liable for any outcomes resulting from the Client's actions, decisions, or misinterpretations of the provided advice.

### **16.5 Indemnification and Client Responsibility**

When AZ performs actions on behalf of the Client, the Client grants AZ full indemnification from any and all liabilities arising from those actions. Any action taken by AZ is deemed pre-authorized and executed directly by the Client.

AZ is not liable, under any circumstances, for damages caused to the Client, the Client's business, Amazon account, or any other party. 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, or any legal or non-legal issues, including violations of Amazon's policies on multiple accounts or any other policies.

The Client expressly indemnifies AZ for any damages caused, including damages to third parties. The Client acknowledges their sole responsibility for any claims or liabilities, including compensating third parties for damages caused by actions taken by AZ on behalf of the Client.

AZ is not responsible for resolving any issues or disputes and cannot provide information, evidence, or assistance in such cases, even if expressly requested by the Client, Amazon, or any other party. The Client acknowledges that they are fully responsible for independently managing and resolving such situations.

### **16.6 Business Risks**

The Client accepts that all business activities involve risks, including potential losses, delays, or market fluctuations. AZ is not responsible for any business risks, including but not limited to regulatory changes, economic downturns, competitive market dynamics.

## **16.7 Legal and Regulatory Compliance**

AZ does not provide legal, tax, or financial advisory services. The Client always remains solely responsible for ensuring compliance with all applicable laws, regulations, and industry standards relevant to their business activities.

## **16.8 Disclaimer of Warranties**

All services provided by AZ are on an "as-is" basis, without any warranty of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **16.9 Affiliate Limitation of Liability**

AZ may engage affiliates, promoters, or third-party entities to promote its services or for other business purposes. However, AZ is not responsible for the actions, representations, or conduct of affiliates, promoters, or third-party entities advertising or endorsing its services.

Any claims, statements, or guarantees made by such affiliates are not authorized by AZ. The Client acknowledges that the only valid contractual terms are those outlined in the Contract with AZ and agrees that AZ shall not be held liable for any misrepresentations, misunderstandings, or disputes arising from third-party promotional activities.

## **16.10 Endorsement Limitation of Liability**

AZ may recommend or refer third-party services, products, or providers. However, AZ is not responsible for the performance, reliability, or actions of these recommended third parties.

Any engagements, contracts, or agreements entered into between the Client and such third-party providers are entirely independent of AZ. The Client acknowledges that AZ does not guarantee the quality, effectiveness, or suitability of third-party services and agrees that AZ shall not be held liable for any issues, disputes, or damages arising from such third-party engagements.

## **16.11 Third-Party Dependencies**

AZ is not liable for the actions, decisions, penalties, suspensions, or restrictions imposed by third-party systems, including but not limited to Amazon.

The Client also acknowledges that successful service outcomes, such as account registrations, account reactivations, product unlocking, or sales, may sometimes depend on third-party decisions beyond AZ's control. The Client

releases AZ from any liability for such outcomes and assumes full responsibility for the results. The service provided by AZ is considered properly delivered once the necessary procedures have been completed, regardless of the outcomes achieved. No refunds will be provided under any circumstances, and the client agrees to fulfill their payment obligations in their entirety, in any case.

#### **16.12 AMZ Customer Management**

AZ is not responsible for customer-related issues related to the Client's Amazon sales. The Client assumes full responsibility for managing all customer-related issues, including responding to inquiries, handling product returns, processing refunds, and addressing complaints.

#### **16.13 Client Data**

AZ takes reasonable measures to protect the confidentiality and security of all Client data. However, AZ is not liable for unauthorized access to Client data, including all potential consequences, caused by third parties, including cyberattacks, hacking, or data breaches, nor for data loss, corruption, or misuse resulting from AZ or third-party vulnerabilities. The Client acknowledges that transmitting data to AZ involves inherent risks, and AZ cannot guarantee complete security. The Client is responsible for implementing secure practices and promptly notifying AZ of any suspected breaches or issues.

### **17. SUSPENSION OR TERMINATION OF SERVICE**

#### **17.1 Right to Suspend or Terminate**

AZ reserves the right to suspend or terminate the service, partially or entirely, at any time, at its sole discretion, for violations of the Contract by the Client, fraudulent behavior, late/partial/missing payments, misconduct, prevention of potential violations by the Client, or for any other reason deemed important or protective for AZ.

#### **17.2 Definition of Suspension and Termination**

- Suspension: A temporary halt of the service, which may be lifted upon AZ's discretion. During the suspension, all services are frozen by AZ, but legally the service is still considered active and in delivery. In this phase, all contractual terms remain in effect and must be fully respected by the Client.
- Termination: A definitive cessation of the service. All contractual terms regarding Confidentiality and Non-Competition remain in effect and must be

fully respected by the Client.

### **17.3 Payments During Suspension or Termination**

- During both the suspension and termination phases, AZ reserves the right to demand immediate payment of all outstanding amounts owed by the Client, even before their original due date.
- In the case of termination, AZ may also request advance payment of any anticipated profits that, based on AZ's estimates, the Client would have generated.
- The Client understands and agrees that in the event of suspension or termination of the service, no refund shall be due.

### **17.4 Acknowledgment of Decision**

The Client agrees in advance to accept without contest any decision by AZ to suspend or terminate the service, as well as any payments AZ deems necessary to be made by the Client. The Client waives any right to dispute them.

### **17.5 Right to Reinstate**

In the case of termination, AZ reserves the right to reinstate the contract at its sole discretion and under terms deemed appropriate by AZ.

## **18. CLOSURE OF SERVICE**

AZ reserves the right to cease the provision of the service, partially or entirely, at any time, at its sole discretion, and without prior notice to the Client. The reason may include, but is not limited to, business closures, operational changes, or any other reasons deemed necessary by AZ.

The Client understands and agrees that in the event of closure of the service, no refund shall be due.

## **19. ACCEPTANCE OF OTHER POLICIES**

By accepting these Terms of Service, the Client also agrees to:

- AZ's Privacy Policy (<https://azstrategy.com/privacy-policy/>)
- AZ's Cookie Policy (<https://azstrategy.com/cookie-policy/>)

## **20. LANGUAGE PRIORITY**

In the event that AZ's documents, including these Terms of Service, are made available in multiple languages, the English version shall prevail in the case of any discrepancies, conflicts, or inconsistencies between the different language versions.

## **21. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

### **21.1 Full Understanding and Acceptance**

The Client declares to have fully understood the entirety of this Terms and all its clauses, including those that may be considered burdensome or restrictive. The Client voluntarily and willingly accepts these terms without reservation.

### **21.2 Acceptance of Burdensome Clauses**

The Client acknowledges that some clauses within this Contract may be classified as burdensome ("Onerous clauses") under applicable law. Nevertheless, the Client explicitly agrees to these clauses, recognizing their importance in regulating the relationship with AZ and ensuring clarity and fairness in the execution of the agreement.

### **21.3 Severability of Provisions**

If any provision or condition of this Contract is deemed invalid or unenforceable by a court or competent authority, this will not affect the validity or enforceability of the remaining provisions. All other terms shall remain in full force and effect to the maximum extent permitted by law.

### **21.4 No Waiver of Rights**

Any partial non-compliance with the terms of this Contract by either party shall not be interpreted as a waiver of rights or as a relinquishment of the enforcement of any other provision or condition.

## **22. FORMAL COMMUNICATION CHANNELS**

All formal communications must be made in writing exclusively to the email address specified in the header of these Terms of Service. Any formal communications submitted through other channels may, at AZ's sole discretion, be considered invalid and disregarded.

## **23. VALIDITY OF WRITTEN AUTHORIZATION**

Throughout these Terms, whenever phrases such as 'unless expressly authorized by AZ' or similar expressions are used, it is specified that such authorizations are valid only if they are provided in writing from the designated email address specified above.

## **24. COURT AND DISPUTE RESOLUTION**

### **24.1 Courts of Delaware**

Any disputes between the Client and AZ shall be exclusively handled by the courts of Delaware (USA).

The Client expressly waives the right to pursue legal action in their place of residence or any court outside Delaware for disputes with AZ.

### **24.2 Arbitration Agreement**

Any dispute unresolved through amicable negotiations or extrajudicial settlement between the Client and AZ shall be exclusively and finally settled through arbitration in accordance with the rules of the Delaware Rapid Arbitration Act (DRAA). The Parties expressly accept arbitration in all its aspects and agree to abide by the nomination of arbitrators under these rules.

In the event of legal proceedings, the competent forum shall be in Delaware (US).

### **24.3 Exception for Urgency or Precautionary Measures**

Notwithstanding any provision in this clause, AZ reserves the right to initiate any type of legal proceedings in any jurisdiction worldwide against the Client in cases of urgency or precautionary measures.

Such actions may be taken to address actual or potential losses, damages, or violations, including but not limited to ownership rights, breaches of confidentiality agreements, credit, debt or interest collection, or any breach of conditions outlined in this Contract or related agreements.

NOTE: It is expressly understood and agreed that the determination of 'Urgency or Precaution' is solely and exclusively at AZ's discretion. This determination shall not be subject to review, contestation, or challenge by the Client or any other party.

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## **OTHER**

### **Limitations of Use**

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

modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;

remove any copyright or other proprietary notations from any materials and software on this website;

transfer the materials to another person or “mirror” the materials on any other server;

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 provides;

use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;

use this website or its associated services in violation of any applicable laws or regulations;

use this website in conjunction with sending unauthorized advertising or spam;

harvest, collect, or gather user data without the user’s consent; or

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 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 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 will be customized by AZ 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 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 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 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.