Terms of Use

Welcome to the Kindle Dealer engagement system ("**DES**") mobile application. Amazon Seller Services Private Limited provides this mobile application to you subject to the following conditions. By downloading, installing or using the DES mobile application (the "**Application**") or Web portal (the "Website"), you accept these conditions. Please read them carefully. In addition, when you use any current or future Amazon service or business, you also will be subject to the guidelines, terms and agreements applicable to such service or business.

These 'Conditions of Use' constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Privacy

Please review our Privacy Notice, which also governs your access or use of the Application or the Website, to understand our practices: https://www.amazon.in/gp/help/customer/display.html?ie=UTF8&nodeId=200545460.

Application/ Website functionality

The Application enables you to:

- Stock: Upload sell in/sell through/sell out to and from Amazon to distributors/re-sellers to end customer as the case maybe.
- Sale: Upload sell through/ sell out to subsequent stake holders/ end customer.
- Scheme / Promo period communication from Amazon to all users in the system.
- Notifications: Receive notifications and updates from Amazon on various offers/ schemes / activities.
- Stock re-order system: Retailers / KREs from store can raise request for stock replenishment at store. Request will go to RD who will be able to accept, reject or process the order. Auto notification will be received when sales will go below optimal level.
- Attendance log in and log out time of KRE and attendance status on shop floor. Prospective customer data: Each KRE should be able to save customer name, contact details from each demo/queries and saves the status for each as Hot, Warm, and Cold.
- Walk in: all KREs can capture daily store walk-in in KRE app which will be further validated by AM in AM app.
- Upload and monitor daily beat plan of AM: AM will upload his PJP basis of which he will visit stores and use the store hygiene checklist.
- Dashboards for viewing historical data and performance analysis.
- Merchandise audit: KRE will upload images of merchandise elements on shop floor and be evaluated on status of store. Leave management system: KREs should be able to apply for leaves through this section which will be approved by AM,
- Tickets system: Raise tickets by KREs or retailers based on issues faced at store level and escalate it to relevant stakeholders.

Electronic Communications

When you use the Application or the website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Application. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Copyright

All content included on this Application or the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Amazon or its affiliates or its content suppliers and protected by United States, Luxembourg, United Kingdom, India and international copyright laws. The compilation of all content on this Application or Website is the exclusive property of Amazon or its affiliates and protected by United States, Luxembourg, United Kingdom, India and international copyright laws. All software used on this Application or Website is the property of Amazon, its affiliates or its software suppliers and protected by United States, Luxembourg, United Kingdom, India and international copyright laws.

Trademarks

Amazon, the Amazon logo, Amazon Services India, and other marks indicated on our Application or Website are trademarks of Amazon or its affiliates in the United States and other countries. Other Amazon graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Amazon or its affiliates. Amazon and its affiliates' trademarks and trade dress may not be used in connection with any product or service that is not Amazon or its affiliates' as applicable, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits Amazon or its affiliates. All other trademarks not owned by Amazon or its affiliates that appear on this application or website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Amazon or its affiliates.

License and application/website access

Amazon Seller Services Private Limited grants you a limited license to access and make personal use of this Application or Website and not to modify it, or any portion of it, except with express written consent of Amazon Seller Services Private Limited and / or its affiliates, as may be applicable. This license does not include any resale or commercial use of this Application/Website or its contents; any derivative use of this Application/Website or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This application/website or any portion of this application/website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Amazon Seller Services Private Limited and / or its affiliates, as may be applicable. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon Seller Services Private Limited or its affiliates without their express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon Seller Services Private Limited's or its affiliates name or trademarks without their express written consent. Any unauthorized use terminates the permission or license granted by Amazon Seller Services Private Limited and / or its affiliates. You may not use any logo or other proprietary graphic or trademark of Amazon Seller Services Private Limited or its affiliates without their express written permission.

Your activity on the Application or the Website

The Application or the Website is not intended for use by children. If you are a minor i.e. under the age of 18 years, you may use the Application or the Website and Amazon only with involvement of a parent or guardian. Amazon and its affiliates reserve the right to refuse service, terminate accounts, or remove or edit content in their sole discretion.

You must not use the Application or the Website in any way that causes, or is likely to cause, the application or the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not Amazon, are responsible for all electronic communications and content sent from your mobile phone to us and you must use the Application/the website for lawful purposes only and only in accordance with the applicable law.

You must not use the Application or the Website for any of the following:

- for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- to send, use or reuse any material that is illegal, offensive, (including but not limited to material that is sexually explicit or which promotes racism, bigotry, hatred or physical harm), abusive, harassing, misleading, indecent, defamatory, disparaging, obscene or menacing; or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam";
- to cause annoyance, inconvenience or needless anxiety;

Your License

If you submit material, and unless we indicate otherwise, you grant Amazon Seller Services Private Limited and its affiliates a nonexclusive, royalty-free, irrevocable, perpetual and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media for as long as you are permitted to grant the said licence under applicable law. You grant Amazon Seller Services Private Limited and its affiliates and sublicenses the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content or material that you post or submit or that you otherwise provide on or through the Application or the Website; that the content is accurate; that the content is lawful; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Amazon Seller Services Private Limited and its affiliates for all claims arising from content you supply. Amazon has the right but not the obligation to monitor and edit or remove any activity or content. Amazon Seller Services Private Limited takes no responsibility and assumes no liability for any content submitted by you or any third party.

Copyright Complaints

Amazon Seller Services Private Limited and its affiliates respect the intellectual property of others.

Services Description

Amazon and its affiliates attempt to be as accurate as possible. However, Amazon does not warrant that descriptions of or other content of this Application or the Website is accurate, complete, reliable, current, or error-free. Also, your access to the Application or the Website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

Disclaimer of warranties and limitation of liabilities

This Application or the Website is provided by Amazon on an "as is" and "as available" basis. Amazon makes no representations or warranties of any kind, express or implied, as to the operation of this application/ the website or the information, content, materials, or products included on this application/ the website. You expressly agree that your use of this application or the website is at your sole risk. Amazon reserves the right to withdraw or delete any information from this application or the website at any time in its discretion.

To the full extent permissible by applicable law, Amazon disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Amazon does not warrant that this application or the website, its servers, or e-mail sent from Amazon are free of viruses or other harmful components. Amazon will not be liable for any damages of any kind arising from the use of this application or the website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Applicable Law

By accessing or using this Application or the website, you agree that the laws of India will govern these Terms of Use and any dispute of any sort that might arise between you and Amazon or its affiliates.

Disputes

Any dispute relating in any way to your visit to this Application or the website shall be submitted to the exclusive jurisdiction of the courts at Bangalore, India.

Application or Website Policies, Modification and Severability

We reserve the right to make changes to our Application or Website, policies, and these Terms of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Our Address

This Application and the website is owned and operated by Amazon Seller Services Pvt. Ltd, No.26/1,8th floor, Brigade Gateway, Dr. Raj Kumar Road, Malleshwaram (W), Bangalore - 560055.