

AMAZON FLEX

INDEPENDENT CONTRACTOR TERMS OF SERVICE

Welcome to the Amazon Flex program (the “Program”). These Terms of Service (this “Agreement”), including the Program Policies, attached as an Exhibit A, will govern the transportation and delivery services contemplated by this Agreement (the “Services”) and constitute a legally binding agreement between Amazon UK Services Limited (“Amazon”) and you other than Part IV (Insurance) which will be between Amazon Services Europe SARL and you. Any reference to this Agreement includes the Program Policies. This Agreement takes effect on the date on which you click through this Agreement when creating your account for the Program (your “Program Account”) or, if earlier, when you begin to perform the Services (the “Effective Date”). If there is a conflict between the Program Policies and any other section of this Agreement, the Program Policies will prevail.

If you do not agree with these terms, do not use the Amazon Flex app or participate in the Program or provide any Services.

Consent to Use of Your Personal Information

As part of the Program Amazon will need to process personal data about you. Section 12 of this Agreement and sections III and V of Exhibit A explain how Amazon will use your data.

By accepting this Agreement, you consent to Amazon (a) processing your sensitive personal data (b) disclosing your personal data to third parties (c) transferring your personal data outside the EEA and (d) using your geolocation and tracking data for the operation of the Program as further described in Section 12 of these Terms and sections III and V of Exhibit A.

1. The Services.

a) You agree to provide the Services in a safe and competent manner in accordance with the level of professional care that would be observed by a prudent person rendering similar services and subject to the Service Standards described in the Program Policies. Failure to comply with the Service Standards will constitute a breach of this Agreement.

b) This Agreement requires no minimum amount or frequency of Services. You agree, however, that if you accept an offer to provide Services during a particular confirmed block and you do not cancel your acceptance as permitted under the Program Policies, you will deliver the parcels, packages, totes, bags or other deliverables tendered to you by Amazon or its designees (“Deliverables”) during such period (“Delivery Block”). The Delivery Block starts when you receive Deliverables and ends at the time the last Deliverable is delivered or, if undeliverable, is returned as specified by Amazon

2. Independent Contractor Relationship.

This Agreement creates an independent contractor relationship, not an employment relationship. As an independent contractor of Amazon, nothing in this Agreement will create any partnership, joint venture, agency, franchise, worker or employment relationship between you and Amazon. As an independent contractor, you will not be considered as having the status of an employee of Amazon for any purpose, including statutory rights or implied contractual rights of workers or employees or for, and local tax purposes, and you will not be required or entitled to participate in any benefit or other plans or arrangements in which employees or workers of Amazon and its affiliates may participate. You will be fully responsible for all taxes applicable to you, including but not limited to any income tax, National Insurance and social security contributions arising from payment of the Service Fees (as defined below) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services. You have no authority to bind Amazon, and you will not make any representation identifying yourself as an employee worker or agent of Amazon or make any representations to any person or entity that you have any authority to bind Amazon as an employee, worker agent, partner, or otherwise. This Agreement applies to each Delivery Block but there will be no relationship between the parties after the end of one Delivery Block and before the start of any subsequent Delivery Block.

3. Service Fees.

In consideration of providing Services in accordance with this Agreement and for providing your Vehicle, Amazon will pay you fees in the amounts indicated in the Amazon Flex app at the time of acceptance, or as otherwise agreed between you and Amazon from time to time (“Service Fees”). The Service Fees, unless otherwise expressly provided in this Agreement, will be your only fee for performing the Services. The Service Fees include all amounts due to you for providing your Vehicle and the Services under this Agreement, including any expenses you may incur (such as costs of fuel, taxes, registration fees, permits of all types, and any other assessment, citation, fine, or fee imposed or assessed against your Vehicle or you by any applicable governmental authority or otherwise related to your equipment and its use), You understand that Amazon would offer lower Service Fees if Amazon had to pay for your expenses. Amazon will pay Service Fees to you no later than 15 days after completion of the Services. Depending on the location in which the Services are provided and the product or business to which the Services relate, Amazon’s customers may be able to provide a tip in connection with the fulfillment of their orders and Amazon will pass through any tips payable to you.

4. Representations, Warranties, and Covenants.

You represent and warrant to Amazon that you have all legal capacity and authority to enter into, and perform your obligations under, this Agreement. You agree, at all times, to: (a) comply with all laws, rules, and regulations pertaining to the Services, including all laws, rules, and regulations applicable to (i) transportation, safety and insurance related to the performance of

Services (ii) health and safety of customers and the Deliverables and (iii) anti-bribery and anti-corruption, (b) hold and maintain, throughout your participation in the Program, all licenses, permits, and other authorizations necessary for you to perform the Services (including, if applicable, driver's license, vehicle registration, and automobile insurance), which you will provide to Amazon upon request; (c) notify Amazon immediately after becoming aware that any license, permit, or authorization required for you to perform the Services has expired, been lost or suspended; (d) provide complete and accurate responses to all questions related to the background screening, including questions on prior convictions; (e) notify Amazon immediately if you need to change or update your answers to any questions posed during the background screening process, including if you have any new convictions; (f) notify Amazon immediately of any event or circumstance that impairs the safety of or delays delivery of Deliverables; (g) comply with Amazon's Supplier Code of Conduct posted at https://www.amazon.co.uk/gp/help/customer/display.html/ref=footer_supply_standards?ie=UTF8&nodeId=200899020 and Amazon's safety policies related to Amazon's premises and Deliverables (collectively, "Amazon Safety Requirements"), and permit, as requested by Amazon from time to time, Amazon's designee to audit your compliance with any Amazon Safety Requirements; (h) not violate or infringe any third party's rights in proprietary or confidential information in performing the Services; and (i) not create any lien on Amazon property or assets, including any Deliverables, and waive all rights to any lien. Throughout the term of this Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to verify representations and warranties you made in this Agreement or your compliance with any provision of this Agreement.

5. Equipment Used to Perform the Services.

a) You agree that, as part of managing your own business, you will provide and maintain a mobile device compatible with the Amazon Flex app, any vehicle identified by you within the Amazon Flex app ("Vehicle"), any bicycle or other non-motorized mode of transportation used to provide the Services, and any other equipment that you choose to use or that you need in order to provide the Services. Your identification of any Vehicle within the Amazon Flex app will be considered an acknowledgement of and receipt for equipment, as required by applicable law.

6. Term and Deactivation.

a) This Agreement is effective as of the Effective Date and will continue to be in effect until you or Amazon terminates this Agreement.

b) You may terminate this Agreement at any time and for any reason by giving Amazon a notice of termination in accordance with Section 15 below. You will not be eligible to participate in the Program for 12 months following the date of the termination notice.

c) Amazon may terminate this Agreement at any time and for the following reasons by giving you a notice of termination in accordance with Section 15 below: (i) for failure to meet Service Standards, (ii) for failing a background check any time before or after the Effective Date (iii) material violation of the Program Policies, (iv) material breach of this Agreement, (v) if your Amazon.co.uk account is deactivated; or (vi) for other commercially reasonable cause.

- d) If you have been inactive for more than 180 days, Amazon may deactivate your account. If your account is deactivated for inactivity, you may apply to re-enroll in the Program.
- e) If you opt out of receiving electronic communication (as defined in Section 15 below), your account will be deactivated. Subject to other provisions of this Agreement, you will be able to re-activate your account by notifying Amazon that you agree to receive electronic communication from Amazon.
- f) Amazon may cease providing any Licensed Materials (as defined in Section 10 below) and terminate this Agreement if you violate any of the terms related to the Licensed Materials in which case any licenses granted to you by Amazon will terminate immediately, without any notice.
- g) If either you or Amazon terminate this Agreement, you must uninstall the Amazon Flex application on your device.

7. Availability of the Services.

Amazon makes no promises or representations in this Agreement as to the amount of business that you can expect at any time. You can accept or reject any opportunity offered by Amazon. Nothing in this Agreement will prohibit you from providing Services or using your Vehicle on behalf of any other person or entity, including competitors of Amazon, except during any Delivery Block. Amazon may also engage the services of other companies and individuals that may perform the same or similar services as those provided by you under this Agreement.

8. Limitation of Liability.

a) Subject to Section 8(b) below, Amazon's total liability, whether arising due to breach of contract, tort (including negligence), breach of statutory duty or for any other reason shall be limited in aggregate to 100% of the Service Fees paid and payable to you on the date such liability arises.

b) Amazon will not be liable for loss of goodwill, lost opportunities or profits, anticipated amount of business, expenditures, investments, leases, or commitments made by you in connection with the Program or otherwise. Except for your indemnity obligations under Section 9 below and any liability arising out of your breach of the section of the Program Policies entitled "Confidentiality and Personal Information", and except as indicated below, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER RELATED TO THIS AGREEMENT, LICENSED MATERIALS, THE PROGRAM OR THE SERVICES, AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this Agreement will limit or exclude either

party's liability for any matter or individual remedy that may not be limited or excluded by applicable laws, rules, or regulations.

9. Indemnification.

a) You will defend, indemnify, and hold harmless Amazon and its affiliates and successors, and each of their respective directors, officers, and employees (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) from any third-party allegation or claim based on, or any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys’ fees and expenses) arising out of or in connection with, (a) your negligence, strict liability, or misconduct, (b) a breach of this Agreement by you, (c) any action or inaction by you (including any and all loss or damage to personal property or bodily harm (including death) relating to or arising out of any such action or inaction), or (d) any allegation or claim that you failed to comply with applicable laws, rules, or regulations.

b) Your duty to defend is independent of your duty to indemnify. You will use counsel reasonably satisfactory to the Indemnified Parties to defend each indemnified claim, and the Indemnified Parties will cooperate (at your expense) with you in the defense. If at any time the Indemnified Parties determine that they may be adversely affected by any indemnified claim, the Indemnified Parties may assume control of the defense of the claim. You will not consent to the entry of any judgment or enter into any settlement relating to an indemnified claim without the Indemnified Parties’ prior written consent.

10. Licensed Materials.

As used in this Agreement, “Licensed Materials” means any software, application, website, content, or other information made available to you (whether standalone, for use on devices owned by you or Amazon, or otherwise) by Amazon or its affiliates in connection with the Program, together with any related manuals and other documentation. Amazon grants to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Licensed Materials solely for the purpose of performing the Services and participating in the Program and as permitted under this Agreement. For additional rights and obligations regarding the Licensed Materials see the Program Policies.

11. Dispute Resolution,

You and Amazon submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute that arises in relation to this Agreement.

12. Governing Law.

This Agreement and any dispute arising between you and Amazon are governed by the laws of England and Wales.

13. Data Protection

- a) Amazon may hold and process data relating to you for legal, administrative and management purposes, as detailed further in Exhibit A.
- b) You consent to Amazon and any Affiliate (as defined below) processing any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to you including, as appropriate, information relating to any criminal convictions and your right to work in the United Kingdom. You further consent to (a) Amazon making such information available to any Affiliate and those who provide products or services to Amazon and its Affiliates such as advisers, regulatory authorities, governmental or quasi-governmental organisations or any part of its business, as further detailed in Exhibit A; and (b) the transfer of such information to any Affiliate outside the European Economic Area ("EEA") in order to further Amazon's and/or Affiliate's business interests. For the purpose of this Section 12, "Affiliate" means Amazon's "holding company", any "subsidiary company" or a subsidiary company of its holding company, as those terms are defined in section 1159 of the Companies Act 2006.
- c) The parties agree to comply with all applicable regulation relating to data protection. In particular each party undertakes to comply with its respective obligations under the Data Protection Act 1998 and any applicable codes of practice and best practice guidance issued by any applicable authorities (together, the "Data Protection Requirements").

14. Modifications.

Amazon may modify this Agreement, including the Program Policies, at any time by providing notice to you through the Amazon Flex app or otherwise providing notice to you. You are responsible for reviewing this Agreement regularly to stay informed of any modifications. If you continue to perform the Services or access Licensed Materials (including accessing the Amazon Flex app) after the effective date of any modification to this Agreement, you agree to be bound by such modifications. However, (i) any modification to Service Fees will be provided to you in writing or through the Amazon Flex app before you accept and complete any Delivery Blocks to which such modifications apply; (ii) any modifications to Section 11 will not apply to claims that accrued or to disputes that arose prior to such modification.

15. Notice; Electronic/Mobile Communications.

Amazon will communicate with you via phone, text message, email, or push notifications sent via the Amazon Flex app (each such communication, "electronic communication") in connection with your participation in the Program. By downloading the Amazon Flex app, providing us with your mobile number, and agreeing to this Agreement, you are providing us with written

consent to receive push notifications and automated text messages from Amazon in connection with the Program. To stop receiving push notifications, you may adjust the settings on your phone or delete the Amazon Flex app. You will not be able to participate in the Program if you adjust the settings or delete the Amazon Flex app. To stop receiving text messages from Amazon, reply STOP to any message. You consent to Amazon communicating with you concerning the Program via any or all of these means and you are responsible for printing, storing, and maintaining your own records of any such agreements, notices, disclosures or other communications. Standard messaging and data rates may apply. It is your responsibility to keep your email address and phone number current by updating the information you provided to Amazon. Terminating this Agreement will stop all electronic communication. If you want to terminate this Agreement, you can provide a notice of termination to Amazon by sending a message to the following email address: amazonflex-support@amazon.co.uk. If you want to provide notice under this Agreement, other than the notice of termination, you can provide such notice by sending a message to the following email address: amazonflex-support@amazon.co.uk.

16. Documents.

You may obtain an e-mailed copy of this Agreement by e-mailing a request to amazonflex-support@amazon.co.uk.

This Agreement will be accessible to you at any time in the Amazon Flex app.

17. Entire Agreement and Severability; Survival.

a) This Agreement constitutes the complete and final agreement of the parties pertaining to the Services and supersede and replace the parties' prior agreements, understandings, representations, and discussions (whether written or oral) relating to the Services. If any provision of this Agreement is determined to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the fullest extent permissible under applicable law.

b) The following sections of this Agreement, along with any other provisions that by their nature should survive termination of this Agreement, will survive any termination or expiration of this Agreement: Term and Termination; Indemnification; Limitation of Liability; Dispute Resolution, Submission to Arbitration, Governing Law and the following sections of the Program Policies: Confidentiality and Personal Information; Taxes; and Miscellaneous

Exhibit A

Amazon Flex Program Policies

I. Welcome To Amazon Flex.

Welcome to Amazon Flex, an innovative new service offering you the opportunity to deliver Amazon packages through the Amazon Flex app. Amazon is excited to welcome you to the Amazon Flex program and hope that you enjoy being your own boss and running your own business by using the Amazon Flex app.

II. Program Requirements.

A. In order to participate in the Program, you must:

- 1) Pass a background check and, if applicable, a motor vehicle record check in accordance with Amazon's standards;
- 2) Be at least 18 years of age;
- 3) Be legally qualified to work in each jurisdiction in which you provide Services;
- 4) Have the ability to effectively operate the Amazon Flex app and communicate with customers; and
- 5) Install the Amazon Flex app on your smartphone.

B. In performing Services, you may only use:

- 1) Non-motorized transportation (e.g., walking, cycling);
- 2) Any vehicle as defined by the published insurance policy
- 3) Public Transportation.

If you are required to advise Amazon of the mode of transportation that you intend to use to transport specified Deliverables, you agree to use only that mode of transportation to transport those Deliverables.

C. If you operate any Vehicle in connection with your performance of Services, you must:

- 1) Have a current valid driver's license,
- 2) If applicable, maintain current Vehicle registration,
- 3) Maintain current automobile insurance coverage required by applicable laws, rules, and regulations to operate such Vehicle; and
- 4) Be legally authorized and fit to operate such Vehicle.

Upon request, you will provide Amazon with proof that these requirements have been satisfied.

D. All Vehicles must be registered and must have passed all applicable local, state and federal standards for safety and environmental compliance.

E. You are not permitted to carry weapons while performing Services, except to the extent permitted by applicable law.

F. You will not provide Services if you are currently an Amazon employee and you will cease providing Services if you become an Amazon employee.

III. Service Standards.

A. As an independent contractor, you agree to provide results—the timely and effective delivery of undamaged parcels, bags, totes or other items to the customers' and Amazon's satisfaction-- subject to the following standards (“Service Standards”): :

1) Safety

- i. Failure to comply with health, safety, & other applicable laws. Amazon requires you to comply with all traffic (including observing speed limit laws and distracted driving laws), health, safety, and other laws applicable to Deliverables or Services. Violation of traffic, health, safety, and other laws applicable to Deliverables or Services will make you ineligible to participate in the Program.

2) Reliability

- i. Arriving on time for or timely forfeiting Delivery Blocks. Amazon requires that you a) arrive on time and be ready to provide Services for any confirmed Delivery Block or b) forfeit a Delivery Block at least 45 minutes before the start of such Delivery Block. Please note that if you select a Delivery Block close to its start time (i.e. 20 minutes before the start of the Delivery Block), you will still be required to arrive on time for that Delivery Block. If you repeatedly arrive late or forfeit Delivery Blocks late, you will no longer be eligible to participate in the Program.

3) Delivery Quality

- i. Late Deliveries. Amazon requires that you deliver the packages to the customers on time. The app will specify the delivery window during which the customer expects the package to be delivered. If you repeatedly deliver packages late, you will no longer be eligible to participate in the Program.
- ii. Packages marked as delivered that the customer does not receive. If you deliver a package, Amazon expects that the customer will be able to find it. If customers

repeatedly report that they cannot find packages you marked as delivered, you will no longer be eligible to participate in the Program.

- iii. Delivery not attempted or undeliverable packages not returned to Amazon timely. Amazon expects that you will deliver all the packages you picked up as part of your Delivery Block. In an instance where delivery is not possible, you are required to return all packages to the Amazon delivery station, unless otherwise directed by Amazon. If you repeatedly do not attempt to deliver all the packages you picked up during a Delivery Block or you do not return the undeliverable packages to a location specified by Amazon, you will no longer be eligible to participate in the Program.

4) Customer Service

- i. Rude or inappropriate behavior. Amazon requires you to behave respectfully and professionally when interacting with customers, station operators, merchants and other delivery partners while providing the Services. If customers, station operators, merchants or other delivery partners repeatedly report disrespectful, rude, inappropriate, unprofessional, dangerous or threatening conduct, you will no longer be eligible to participate in the Program. Additionally, a single violation, depending on the seriousness of the infraction, can make you ineligible to participate in the Program.
- ii. Failure to follow instructions. Amazon requires you to follow the delivery instructions in the app or from a customer as long as the customer instructions are reasonable and do not conflict with health, safety and other applicable laws. Amazon expects you to use an insulated bag when delivering restaurant orders, not leave chilled/frozen items unattended, always check recipient IDs when delivering alcohol, and collect a signature when instructed to do so in the app. If you repeatedly disregard the instructions, you will no longer be eligible to participate in the Program.

B. As an independent contractor, subject only to this Agreement, it is for you to decide the means and manner in which to provide the Services and achieve the results that you have agreed to provide. Therefore, in performing Services, you are free to map out your own routes, sequence your deliveries and in every other way control the means and manner in which you deliver Deliverables.

IV. Program Account.

A. Amazon will use information provided by you to create or maintain your Program Account. You will provide accurate, current, and complete information as part of your contracting process and to update your information as necessary so that it remains accurate, current, and complete at all times.

B. You will not permit any other person to access your Program Account or the Licensed Materials, including the Amazon Flex App, or to perform any Services using your identity or log-in credentials. You will not use any other person's access to Program Account or Licensed Materials, including the Amazon Flex App, or perform any Services using any other person's identity or log-in credentials. You will keep secure and confidential any password required to access your Program Account or Amazon Flex App or any identification that Amazon provides

to you in connection with the Program or Amazon Flex App and you agree to accept responsibility for all activities that occur under your Program Account and associated password.

V. Insurance.

If you operate any motor vehicle(s) in connection with your performance of the Services, you will maintain, at your expense, personal automobile insurance coverage required by applicable laws, rules, and regulations to operate such vehicle(s) ("Personal Insurance"). You will provide proof of such insurance coverage to Amazon, upon request. You will notify Amazon if your Personal Insurance coverage is cancelled and cease providing the Services for such period as you do not hold insurance.

In addition to your Personal Insurance, before you start carrying on the Services, you must have vehicle insurance coverage that permits you to make deliveries in the course of business ("Additional Cover"). Insurance policies generally refer to this as using your vehicle "for hire and reward". Most standard insurance policies do not provide cover for this type of activity. In order to ensure that all drivers have the Additional Cover when they start you will need to sign up to the Amazon Additional Cover Insurance before you can deliver for Amazon. The Additional Cover is provided free until the end of February 2017.

1. Signing up for Additional Cover Insurance:

It is of paramount importance that you have adequate insurance in order to provide the Services, driving a vehicle without the correct insurance is a criminal offence. If you meet the eligibility criteria (see below), we will arrange the Additional Cover insurance for you. The Additional Cover Insurance is provided by Zurich Insurance Plc and arranged for you by Amazon Services Europe SARL of 5 rue Plaetis Luxembourg L-2 338 LUXEMBOURG which is authorised and regulated in Luxembourg by the Commission de Surveillance du Secteur Financier and registered with the Financial Conduct Authority ("FCA") in the UK under registration number 454965 ("Amazon Services"). This can be checked on the FCA's Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768. Amazon Services does not hold any voting rights or capital in Zurich Insurance Plc, nor does Zurich Insurance Plc hold any voting rights or capital in Amazon Services.

Products and services

Amazon Services is contractually authorised to provide you with Additional Cover under our existing insurance arrangement with Zurich Insurance Plc. You have the right to request the name of each insurance undertaking with which Amazon Services conducts business, but Amazon Services will be unable to offer you products from other insurers.

This product meets the demands and needs of those who wish to obtain "hire and reward" cover. Amazon Services will collect your details (as set out below) to establish whether you qualify for this cover, but it will not make a recommendation or give advice as to its suitability. You will

need to make your own decision before providing the Services as to whether the policy meets your requirements and how to proceed.

The terms and conditions of the Additional Cover Insurance can be viewed at [\[LINK\]](#). You must read these terms and conditions carefully before accepting this insurance and making deliveries for Amazon.

Eligibility

You are eligible to sign up for the Additional Cover Insurance if: (1) you own the vehicle which you are intending to use to make deliveries for Amazon Flex; (2) the vehicle is registered at your home address (which is in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands); (3) you hold a valid driving licence; (3) you have adequate personal vehicle insurance; and (4) you have not been convicted of any motoring offence or combination of offences which resulted in suspension from driving in the last 5 years. If you do not satisfy these criteria, you must obtain your own "for hire and reward" cover before being able to deliver for Amazon Flex (see section 2 below). Please click here to access the full terms and conditions of the Additional Cover Insurance [\[LINK\]](#). You must read the terms and conditions for the full eligibility requirements.

Our charges and premium payable

Amazon Services will not charge you any fees for arranging the Additional Cover with Zurich Insurance Plc and the insurance is provided free until 30 June 2017.

Conditions of cover

To be covered by the Additional Cover Insurance, you must, for example, own your own vehicle, ensure that it is efficient and roadworthy, take all reasonable steps to safeguard it from damage or loss, and maintain adequate personal vehicle insurance at all times. If you do not comply with these conditions, you may risk not being covered in the event of an incident. You may be randomly audited to ensure these conditions are met at all times. You must read the terms and conditions of the Additional Cover Insurance for the full conditions of cover.

What is covered

The Additional Cover Insurance covers: (1) legal liability for death of or bodily injury to any person and damage to property in connection with your vehicle; (2) and damage to or loss of your vehicle when delivering for Amazon. You must read the terms and conditions of the Additional Cover Insurance for the full extent and terms of cover.

What is not covered

The Additional Cover Insurance does not cover for example: (1) social domestic and pleasure purposes; (2) whilst the vehicle is let on hire; (3) for conveyance of passengers for reward; (4) whilst drawing a greater number of trailers in all than is permitted by Law; and (v) for racing,

pace-making, speed testing, participating in any rally, reliability trial or competition. You must read the terms and conditions of the Additional Cover Insurance for the full extent of what is not covered.

Excess

You will be responsible for directly paying the excess to where required. The excess in connection with each and every incident (or series of incidents arising out of one event) amounts up to £500 in relation to accidental damage, fire, theft and windscreen. If more than one vehicle is concerned in one incident then the excess applies to each vehicle separately. You must read the terms and conditions of the Additional Cover Insurance for the full terms of the excess.

Duration of cover

Under the terms of the policy with Zurich Insurance Plc runs from 01.09.2016 to 30.06.2017, you will be covered from the time your motor vehicle arrives at the location designated by us for initiation of the Services through either (i) the completion of the delivery services or (ii) the return of the undeliverable packages back to us. For each hour you will be charged the premium. Any deviation of route for purposes unrelated to the Services, including personal errands or work for others, is not included. Please consult the full policy terms for further details of coverage.

Termination of cover

If you wish to terminate your cover, you must inform Amazon Services (who have arranged this cover for you) by emailing amazonflex-support@amazon.co.uk and stop delivering immediately. Amazon Services will process your request and send you an email confirmation within two working days.

By canceling the Additional Cover Insurance Agreement, your Amazon Flex Account will be inactivated. If you wish to continue delivering as part of Amazon Flex, you must reapply for the Additional Cover Insurance.

Required documentation and information

Before Amazon Services can sell you the Additional Cover Insurance and before you can provide the Services, Amazon Services will need confirmation about you and your driving history on behalf of Zurich Insurance Plc. The documents required, as a minimum, will be:

- copy of your driving licence; and
- proof of address within the UK.

You will also need to comply with the eligibility criteria detailed above.

When the Additional Cover Insurance not apply

By accepting the Additional Cover Insurance Agreement, you will be covered during the times described in Duration of cover. The policy will not apply under certain circumstances such as:

- The vehicle you are using is not registered to you and your household address.
- Your personal insurance policy is expired, or you are not registered with the MOT
- Other exclusions may apply, please review the entire policy for exclusions.

Policy documents

Amazon Services will make the Certificate of Cover, Schedule Summary, Insurance Schedule & the full policy available to you. These documents will either be available in app or available for download on the website. The certificate of insurance is a legal document showing who is entitled to drive the insured motor vehicle. It does not identify the level of cover that is provided. For this you will need to refer to the insurance schedule provided by Zurich Insurance Plc.

Please read all the documents you receive carefully. The policy is issued based on the information you give Amazon Services. You must take reasonable care to answer all questions accurately and truthfully and you must immediately notify Amazon Services of any changes to the information they hold. Failure to do so may invalidate your policy and any claims made under it.

How to make a claim and complaints

You must report any accident, claim or loss in respect of your motor vehicle, irrespective of perceived fault, directly to Zurich as soon as safely possible following the accident, claim or loss. The claims service is provided by Zurich. Please contact Zurich directly at 08453 003 289 and reference policy number 7109392. The claims number is available to file a claim 24 hours a day, seven days a week. For claim involving a third party, it is imperative that the claim is reported as soon as safely possible. To assist in the filing of the claim, please follow these guidelines if applicable:

- Document the names and telephone number
- Do not admit liability
- Gather third party information
 - o Name
 - o Address
 - o Telephone Number

- o Email
- o Vehicle registration, make & model
- o Information on vehicle occupants

Please have your vehicle registration number and/or personal policy details to hand.

Amazon Services is committed to providing a high quality of service to you. In the event that you are dissatisfied with any part of the service you receive, please contact amazonflex-support@amazon.co.uk. In order to deal with your complaint effectively, Amazon Services will require your full name and a detailed summary of your complaint.

Amazon Services aims to investigate and respond to complaints within 10 days and will provide you with a final outcome no later than 8 weeks after your concern was raised. If you are dissatisfied with the response to your complaint, you may refer it to the Financial Ombudsman Service ("FOS"), within six months of the date of our final response to you. You can find more information on the FOS at www.financial-ombudsman.org.uk and you can contact them at:

By post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines in the UK) or 0300 1239123 (calls to this number cost no more than 01 and 02 numbers in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Applicable laws to the policy

Your policy with Zurich Insurance Plc will be governed by English law and will be subject to the exclusive jurisdiction of English courts.

VI. Privacy.

A. Amazon receives and stores any information you enter on our website and mobile applications, while providing Services or participating in the Program, and through other interactions and communications you have with us, our mobile application or our website.. Any of the Licensed Materials may provide Amazon with data about your use of such Licensed Materials, your geo-location and related tracking data, and other personally identifiable information. For example Licensed Materials may allow Amazon to see:

- When you are in a distribution point, and what time you arrive and leave there;
- Your progress through a delivery route and whether Amazon packages have been successfully delivered.

Amazon may use any such information in connection with the Program and the Services, for example:

- To ensure that Amazon has cleared a building in the event of a fire
- To keep Amazon's customers informed of the status of their delivery
- To enable Amazon's customers to see the first name and location of their delivery driver in the customer facing application
- To calculate Service Fees
- To communicate with the emergency services if you are involved in an accident).

The use of your personal data is necessary for Amazon's legitimate interest in operating the Program. .

A. As Amazon is part of the Amazon group, some or all of your personal data may be accessed through systems that are operated by other companies within the Amazon group who are located outside of Europe (e.g. in the United States) or by their service providers. The laws of countries outside of the EEA may provide a lower standard of data protection than exists in the EEA.

B. Amazon may obtain information about you, including your motor vehicle record and results of your background check. You authorize Amazon and its applicable service provider(s) to, from time to time, (i) perform a background check on you and (ii) obtain your motor vehicle record. Based on a review by Amazon or its service provider of the results of your background check and motor vehicle record, Amazon may immediately terminate this Agreement.

C. Subject to applicable laws, Amazon may release any collected data and information, including personally identifiable information, when Amazon believes such release is appropriate or necessary to (i) comply with the law; (ii) enforce or apply this Agreement, including Program Policies; (iii) protect the rights, property, security or safety of Amazon, its affiliates, Amazon's customers, or others; (iv) detect, prevent or otherwise address fraud, security or technical issues; or (v) prevent or stop activity which Amazon considers to be, or to pose a risk of becoming, illegal, unethical, or legally actionable. Amazon may also receive information you shared with third parties, provided that such party has obtained necessary permissions to share the information with Amazon.

D. When you download or use apps created by Amazon or its affiliates, Amazon will receive information about your location and your mobile device, including a unique identifier for your device. Most mobile devices provide you with information about these permissions. You have the right to choose whether or not to allow Amazon to receive this information. However, our ability to receive this information is an important part of the performance of Services, so if you choose to deny Amazon access to this information, this could affect the availability and functionality of the Amazon Flex App and your participation in the Program

VII. Licensed Materials; Devices.

A. You may not (i) incorporate any portion of the Licensed Materials into your own works or compile any portion of it in combination with your own works, transfer it, in whole or in part, for use with another service, or sell, rent, distribute, copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, or make derivative works based on, or manipulate the Licensed Materials or any part of the Licensed Materials or otherwise sublicense or assign any rights to the Licensed Materials in whole or in part, (ii) cause or launch any programs or scripts for the purpose of surveying, manipulating or data mining any portion of the Licensed Materials or impairing or unduly affecting the operation or functionality of any aspect of the Licensed Materials; or (iii) attempt to gain unauthorized access to any portion of the Licensed Materials, including through scripts or third party applications.

B. Additional third party terms contained within or distributed with certain Licensed Materials may apply to the Licensed Materials (or software incorporated with the Licensed Materials) and will govern the use of such software in the event of a conflict with this Agreement (“Third Party Software”). Such Third Party Software license terms will apply to the corresponding Third Party Software in lieu of this Agreement. For more information on Third Party Software, refer to the Additional Terms in the Amazon Flex app, which can be accessed via Home > Account > View Legal Information > Additional Terms..

C. All rights not expressly granted to you in this Agreement are reserved and retained by Amazon or other content providers. 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 without express written consent. You may not use any meta tags or any other “hidden text” utilizing Amazon’s name or trademarks without the express written consent of Amazon. You may use the Licensed Materials only as permitted by law.

D. You will not attempt to participate or participate in the Program, or provide any Services, for the purpose of gathering information regarding the Program (including any Licensed Materials) or Amazon’s processes, building or operating a competitive service or a service that uses similar ideas, features, or functions as the Program (including any Licensed Materials), or copying any idea, feature, or function of the Program (including any Licensed Materials).

E. When you use the Licensed Materials, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

F. Amazon may offer automatic or manual updates to the Licensed Materials at any time and without notice to you.

G. You must comply with all applicable laws, rules and regulations that may apply to the Licensed Materials and agree not to transfer, or encourage, assist, or authorize the transfer of Licensed Materials to a prohibited country or otherwise in violation of any applicable restrictions or regulations.

H. You will notify Amazon immediately after becoming aware that any device on which any Licensed Materials are installed has been lost, stolen, or misplaced. If Amazon provides you with any device or other equipment in connection with the Program and such device or other equipment (or any part of it) is lost, stolen, unreturned, damaged, sold, transferred, or encumbered without the express prior written consent of Amazon, you will promptly pay Amazon the full replacement cost of such device or other equipment, together with any incidental costs that are incurred by Amazon to replace the same.

I. Amazon LICENSES THE LICENSED MATERIALS TO YOU “AS IS” AND MAKES NO WARRANTIES OF ANY KIND REGARDING THE LICENSED MATERIALS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMAZON EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. AMAZON DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL OPERATE UNINTERRUPTED, ERROR FREE, OR PROVIDE ACCURATE, COMPLETE, OR UP-TO-DATE INFORMATION. Amazon will not be responsible for any loss, damage, or claim caused by or attributable to any defect or deficiency in any LICENSED MATERIALS.

J. If you provide any suggestions, comments, ideas, improvements, or other feedback relating to the Program, Program Policies or the Licensed Materials to Amazon, you assign to Amazon all right, title and interest in and to the same and will provide any assistance Amazon may require to document, perfect, and maintain these rights, and Amazon will be free to use, disclose, reproduce, modify, license, transfer, and otherwise distribute and exploit any of the foregoing.

K. All content included in or made available through Licensed Materials or the Program such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Amazon or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any Licensed Materials or the Program is the exclusive property of Amazon and protected by U.S. and international copyright laws.

L. Graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Licensed Materials or the Program are trademarks or trade dress of Amazon in the U.S. and other countries. All other trademarks not owned by Amazon that appear in the Licensed Materials or the Program are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Amazon.

VIII. Confidentiality and Personal Information.

A. You will use all personally identifiable information (i) concerning Amazon's customers, including names and addresses and (ii) provided to you or learned by you during performance of Services (collectively, "Personal Information"), solely for the purpose of providing Services using the Amazon Flex app and will not contact Amazon's customers using Personal Information for any reason unless directly related to providing Services. You will comply with all instructions Amazon provides in respect of the processing of Personal Information, and you will maintain appropriate security measures to prevent unauthorized use or disclosure of Personal Information and will keep confidential and not share Personal Information with any third party unless expressly permitted under this Agreement.. You will return all Personal Information to Amazon promptly following a request from Amazon. As between you and Amazon, all Personal Information is and will remain the exclusive property of Amazon, and you will not disclose, share, transfer, rent, barter, trade, or sell Personal Information and will not develop lists of or aggregate Personal Information. For the avoidance of doubt, the contents of Deliverables tendered by Amazon to you are Personal Information.

B. If you are required by any governmental authority to disclose the contents of any Deliverable, you will promptly notify Amazon of such requirement. Amazon will not provide any Personal Information in connection with any disputes or claims between you and Amazon's customers, nor will any Amazon customers be contacted or called to testify, by either you or Amazon, in connection with any dispute or claim between you and Amazon.

C. Without the prior written authorization by a Vice President of Amazon, you will not use any trade name, trademark, service mark, trade dress, logo or commercial symbol, or any other

proprietary rights of Amazon or any of its affiliates in any manner (including use in any client list, press release, advertisement, or other promotional material).

IX. Taxes.

Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to you under this Agreement, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Throughout the term of this Agreement, you will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

X. Additional Terms.

A. A party does not waive any right under any provision of this Agreement, including Program Policies, by failing to insist on compliance with, or by failing to exercise any right under, the applicable provision. Any waivers granted under this Agreement are effective only if recorded in a writing signed by the party granting such waiver. The section headings of this Agreement, including Program Policies, are for convenience only and have no interpretive value.

B. You will not assign, subcontract, or delegate any of your rights or obligations under this Agreement, or your Program Account, without Amazon's prior written consent. Any attempt by you to assign, subcontract, or delegate in violation of this Agreement will be null and void.