

# Seller Policies & Guidelines

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These Policies and Guidelines set forth the policies, rules, and regulations that apply to the Barnes & Noble Marketplace Seller Program as outlined in section 2 of the Marketplace Sellers Terms & Conditions.

These Policies and Guidelines should be read carefully. In these Policies and Guidelines, "you" or "your" means any person or entity serving as a Marketplace Seller. Unless otherwise stated, "Barnes & Noble", the "Company," "we", "our", "The Marketplace", or "us" will refer collectively to Barnes & Noble Booksellers, Inc. By using the Service, you agree to these Policies and Guidelines. If you do not agree to these Policies and Guidelines, you may not serve as a Barnes & Noble Marketplace Seller.

The Company may modify these Policies and Guidelines from time to time and such modification shall be effective upon posting by the Company on the website from which you accessed the Service (the "Website"). You agree to be bound to any changes to these Policies and Guidelines when you use the Barnes & Noble Marketplace Seller Program after any such modification is posted as well as any other Policies and Guidelines or Marketplace Seller Terms and Conditions on such Website. It is therefore important that you review these Policies and Guidelines regularly to ensure you are aware of any changes. By agreeing to these Policies and Guidelines please note that you are also agreeing to be bound to the general terms of use of the Marketplace.

Please note as outlined in the terms and conditions, the marketplace may, in its sole discretion, terminate this Agreement, limit access to the Marketplace services, discontinue the Marketplace, or cancel any open orders without notice for any reason.

**STANDARDS TO BECOME A SELLER**

Before submitting a request to be a seller, please note we request that all sellers:

- Have at least one year of prior experience selling used books online
- Have the books currently in their possession (Fulfillment by Amazon not permitted)
- Have not been asked to leave the program previously.
- Have a feedback Rating of 3.5 or greater on other sites.

If you meet these requirements and would like to be a part of our program, please create your profile. Once created, the account will then go through a review process with our Seller Relations team.

When approved, the Seller must conform to our performance guidelines to remain in our program. Our Authorized Sellers ship books directly to customers when they are purchased. BN.com facilitates the transaction between the Seller and our customer, guaranteeing the security of payment information.

## STANDARDS TO REMAIN A SELLER

In addition to the specifics outlined within this document a Seller must maintain the following:

- Must meet all shipping requirements (outlined below)
- Must maintain a fulfillment rate of 90% or better within a 90 day period. (outlined below)
- Must be prompt and responsive to all communications
- Must maintain accurate inventory
- Must maintain a feedback rating of 3.5 or greater
- Cannot be inactive for more than 3 months
- Must ship all orders via a trackable shipment method
- Must keep the account in good standing (positive or zero balance)
- Have a refund/return rate less than 4% within a 90 day period.

## ACCOUNT INFORMATION & SETTINGS

### Marketplace Seller Name

Each Marketplace Seller's name must be unique and not currently in use among active Marketplace Sellers listing on the Barnes & Noble Marketplace (The Marketplace). This name will be displayed to customer alongside the Marketplace Seller's listings and with order information. Marketplace Seller names can contain up to 30 characters and cannot contain a URL or part of a domain name (such as MyStore.com). No special characters are allowed. Marketplace Sellers must have the legal right to use any name that you choose for your account on the Marketplace. You may not register under a false name or use an invalid or unauthorized credit card.

### Email Address

Each Marketplace Seller must provide and maintain a valid email address. Most communication with Marketplace Sellers, both from The Marketplace and from our customers, will occur via email -- this includes order notifications, confirmations of actions taken on the site, customer inquiries, error messages, and program announcements. Marketplace Sellers should ensure that the email address provided does not have spam filters that will block communications from Barnes & Noble.com Marketplace or our customers.

### Shipping Location, Contact Information

Each Marketplace Seller must provide and maintain a valid shipping location. The shipping location is the city and state from which the Seller's items will be shipped. This information will be displayed on Barnes & Noble.com with each of the Seller's listings.

Each Seller must provide and maintain valid contact information -- this includes a street address, city, state, ZIP code, and telephone number. Contact information will not be displayed to customers on Barnes & Noble.com Marketplace but will be available to our Seller Relations representatives, in case of an urgent issue regarding the Seller's Marketplace account or an order. Additionally, this address is used to send tax forms. This address should be the address in which your company receives mail. If a Marketplace Seller fails to provide accurate information, the account will be placed on hold until it is the information is corrected. If valid and verifiable information is not supplied within 30 days, the account will be closed.

## Financial Information

Each Marketplace Seller must provide and maintain the following financial information.

- valid and current credit card number
- tax ID or social security number
- valid bank account

(Prepaid bank cards are not accepted as a valid bank account or credit card)

If any of the financial information is deemed not valid, the account will be placed on hold until verifiable information is updated in the account. If valid and verifiable information is not supplied within 30 days, the account will be closed.

## Account Closure and Customer Service

Marketplace Sellers can deactivate your account via the My Seller Account platform, if you decide to no longer list your items with us. You can also re-activate your account in the same Settings page in My Seller Account. If a seller's account has been closed at the discretion of B&N, we will not provide you the option to re-open your closed account and you will need to contact Barnes & Noble.com Marketplace's Seller Relations to request the account to be re-opened. This request will be reviewed by the Marketplace Management team and you will be notified if the account will be re-opened or not. If the account has been closed by the Seller Relations team, you may not open another account. **Seller Relations can be contacted at [sellerrelations@barnesandnoble.com](mailto:sellerrelations@barnesandnoble.com), or call toll-free 1-866-897-1763, International Sellers call 201-599-3890.**

We maintain the right, but not the obligation, to monitor any activity and content associated with the marketplace and investigate as we deem appropriate. We will investigate any reported violation of our policies or complaints. As deemed appropriate, we will take action. Such actions may include, but is not limited to, coaching, placing the account on hold, removal of any listings on the marketplace, and/or termination of the account and report to appropriate authorities.

Once an account is closed, the Marketplace Seller's listings will no longer display on Barnesandnoble.com. All open orders will be cancelled. All orders that have been accepted up until the account is closed must be shipped as normal.

## COMMUNICATIONS

We will provide you with customers' email address for the purpose of communicating about orders and refunds. The Marketplace's customers and Customer Service may also contact you with inquiries about listings, orders, refunds, or other account issues.

### Communications Guidelines

- Sellers must respond to all inquiries from customers and from Marketplace's Customer Service within One (1) business day.
- Customer information transmitted to Sellers in relation to inquiries or orders shall not be distributed by Sellers under any circumstance.
- Sellers may not solicit customers to view or purchase items through web sites or channels other than the Barnesandnoble.com web site.
- Sellers may not include defamatory, offensive, or illegal remarks in any of your communications with customers.
- Sellers should direct any inquiry that you cannot address within two (2) business days to Marketplace Seller Relations.
- Sellers must refer any disputes that occur between themselves and customers to Seller Relations immediately.
- Sellers may not include your own website link(s) or other URLs on any communications to customers.
- Sellers may not incentivize or threaten a customer for a positive feedback rating.

## INVENTORY

A Seller's inventory is the complete set of all available listings that you upload to the Barnes & Noble Marketplace.

The following are the requirements and guidelines for selling on The Marketplace:

- All inventories must be in the physical possession of the Seller before listing the item.
- All listings must be priced between \$1.99 and \$2,500. If you would like a higher price cap, please contact Seller Relations.
- All listings must have a "condition" - a brief description of the overall state of the item. Condition choices are: New; Like New; Very Good; Good; and Acceptable.
- All listings must have a valid ISBN or UPC.
- All products listed on the Marketplace must have at least 2-day availability.
- The Comments field for each listing must contain a complete and accurate description of the item it represents. Items that inaccurately described may be returned to the respective Seller at its expense after purchase.
- International editions must be listed with the proper ISBN for the international edition and the comments must clearly state "International Edition".
- Listings for Print on Demand titles must clearly state "Print on Demand Edition" in the notes in your Comments field.
- Sellers cannot reference your own store contact information or website anywhere in the listing, including in the Comments.
- Books marked as "signed" must be signed either by the author or illustrator.
- Only one listing is allowed per EAN(ISBN)/condition combination. This includes opening multiple accounts to list the same item.
- The following items cannot be listed or sold on The Marketplace:
  - Items that are not in the Seller's possession
  - Obscene or Pornographic material: This may include content that graphically portrays sexual subject matter for the purposes of sexual arousal and erotic satisfaction.
  - Libelous Material: False defamatory statements that intentionally harm or have the potential to harm an individual or a third party.
  - Infringing Material: Any content to which you do not own the copyright or otherwise control the right to distribute. Additionally, content that may violate any other intellectual property rights, such as trademark and trade dress, and/or content that may infringe upon a party's proprietary rights, such as the right of privacy or the right of publicity.
  - Illegal Content or Other Offensive Material: As we may determine in our sole discretion, content that is illegal, content that violates the laws of any jurisdiction, whether or not we sell in such jurisdiction, or other content we deem offensive in the exercise of our sole discretion including but not limited to works portraying or encouraging incest, rape, bestiality, necrophilia, pedophilia or content that encourages hate or violence.
  - Material Violating Privacy: Any content that violates an individual's privacy.
  - Advertisements: Content contained within your Book, eBook or other content that primarily seeks to sell a product other than the Book, eBook or content itself.
  - Items that have been illegally obtained
  - Items that have not yet been released or made available to the general public, such as pre-sales
  - Promotional items, including Advanced Reading Copies, galleys, etc.
  - Cannot split open an item and repackage as two or more separate items.
  - Box sets that are composed of assembled individual listings.
  - EBooks and other electronic editions, either transmitted digitally or copied to a CD or any other media format
  - Teacher/Instructor editions of textbooks
  - Items that do not compliment or supplement Barnes & Noble's product offerings.
  - Pre-ISBN items
  - Items distributed via the Fulfillment by Amazon program

In addition, The Marketplace may block or remove the listing of any listed item in its sole discretion.

## ORDERS

An order is a request by a customer to purchase a listing from a Marketplace Seller. When a Seller receives an order, such Seller must accept that order if such Seller intends to fulfill it, so that the customer's credit card will be charged and the Seller will be credited for the sale. Accepting an order also generates an email to the customer notifying them of shipment and of the estimated delivery date for the item. If a Seller does not intend to fulfill an order because the item ordered is no longer available, or for some other reason, the Seller must reject that order as soon as possible so that the customer can be notified. An order that has yet to be accepted or rejected is a pending order.

### Order Processing Requirements

- Sellers must accept or reject pending orders by the end of the second (2<sup>nd</sup>) business day after such order was placed. (For instance, an order placed on Wednesday must be accepted or rejected by the end of the day on Friday. An order placed on Thursday must be accepted or rejected by the end of the day on Monday, since Saturday and Sunday are not business days). The Marketplace will automatically reject orders not accepted or rejected by 10:00 p.m. Eastern Time of the second (2<sup>nd</sup>) business day. Business days include all days other than Saturdays, Sundays, or holidays recognized by the United States Postal Service. **If you ship an order but do not accept it before the cut-off, you will not be paid.** Barnes & Noble.com Marketplace cannot process payment to a seller for an item that is past due.
- Once a pending order is accepted it cannot be rejected (but it can be refunded if it was accepted in error).
- **Once a pending order is rejected it cannot be accepted.** Do not ship an item from that order that was rejected. Barnes & Noble.com Marketplace cannot process payment to a seller for an item that is rejected.

### Order Processing Guidelines

- Sellers may not negotiate with customers over the item price or shipping amount for an order after the order has been placed.
- Orders that have been accepted by the Seller but cannot be fulfilled must be immediately refunded in full.
- If an item ordered is discovered to differ from its description on Barnesandnoble.com, the Seller should contact the customer via email to determine whether the customer still wishes to purchase the item at the original price. If the customer does not wish to purchase the item, the order should be rejected or refunded immediately.

### Order Fulfillment Requirements

Sellers must strive to accept and ship all orders that you receive from Barnesandnoble.com. For each Marketplace Seller, the percentage of the total orders received that a Seller accepts minus the number of orders refunded within 7 days of the original order is referred to as that Seller's fulfillment rate.

Any Seller found to have a fulfillment rate of less than 95% for any consecutive three-month period may have your Seller account closed by Barnesandnoble.com at its discretion. Sellers whose accounts are closed due to poor fulfillment are eligible to reapply for the Marketplace Seller program six (6) months after account closure. Re-admittance remains at the sole discretion of The Marketplace.

## SHIPPING

### Shipping Requirements

- All orders must be shipped within two business (2) days of the date that it was placed.
- All orders must have valid tracking information provided.
- When a customer purchases an item from a Seller's inventory, the customer selects a level of shipping service offered by the Marketplace Seller for that item.
- Sellers will be notified in your order notification emails and elsewhere of which level of shipping service the customer has selected for your purchase.

## Packing Slip Requirements

All orders must contain a packing slip. Sellers can either print out the packing slip for the order via the seller portal or if you prefer they can create their own. If you create their own it must contain the following information:

- Authorized Seller name and email address
- Return shipping address
- Item information, including: title, author, format, and SKU
- Order number (Provided by Barnes & Noble)
- Order date
- Customer name and ship-to address
- Level of shipping service

The packing slip must also contain the following text:

- "Purchased via Barnes & Noble Marketplace at [www.barnesandnoble.com](http://www.barnesandnoble.com) .
- "Used & Out of Print books purchased from Sellers are shipped separately from items you may have purchased directly from [barnesandnoble.com](http://barnesandnoble.com). You can track the status of other items by clicking ORDER STATUS on [www.bn.com](http://www.bn.com).
- "To print a receipt of your purchase, visit ORDER STATUS on [www.bn.com](http://www.bn.com) and click on "Check Status" for this order to see its details.
- "In order for you to receive a refund, this used book must be returned to the Seller at the address listed on this packing slip. The merchandise should be returned within 30 days of receipt in the same condition in which it was received. A copy of the packing slip must also be returned along with the book in order for the Seller to provide your refund. Your refund will be processed by Barnes & Noble once the Seller has acknowledged receipt of your book. Shipping costs are non-refundable. Note: Used & Out of Print books are not returnable to Barnes & Noble retail stores or to BN.COM."

The packing slip should also provide space for customers to describe the reason for returning their purchase.

## Shipping Options and Level of Shipping Service

Sellers are responsible for ensuring that customers receive your items within the timeframes associated with the shipping options that you have agreed to provide and that the customers have selected with your purchases. The below table outlines the expected arrival to the customer by shipping method.

Shipping Method	Delivery time
Standard Domestic, Continental 48	4 to 14 business days
Standard Domestic, AK/HI/Protectorates/APO/FPO	4 to 14 business days
Express Domestic, Continental 48	3 to 6 business days
Express Domestic, AK/HI/Protectorates/APO/FPO	3 to 6 business days
Canadian	6 to 20 business days
International	4 to 6 weeks

**Standard Domestic, Continental 48 is a required offering for all sellers.** Please note that Barnesandnoble.com does not specify which carriers or methods Marketplace Sellers are expected to use when shipping items.

## Shipping Allowances

Sellers will be reimbursed an amount to defray the shipping costs for items. For each order that is accepted by the Seller, Barnesandnoble.com Marketplace will provide the Seller with a shipping allowance that is determined by the level of shipping service selected by the customer.

Sellers are expected to be able to provide any of the levels of service that you have offered for each listing using the allowances described above. Sellers may not request additional shipping funds from

customers. The Marketplace recognizes that these allowances can exceed or be insufficient for the actual cost of shipment. It is recommended that Sellers raise the price of items (including heavy ones) to cover any additional shipping costs associated with them. Sellers are reimbursed a percentage of the funds collected from the customer. The percentages are outlined below by product and delivery method.

Product Type	Delivery Method					
	Standard (48 States)	Standard (AK, HI)	Express (48 States)	Express (AK, HI)	Canadian	International
BOOK	80%	80%	90%	90%	93%	85%
DVD/Music	80%	80%	90%	90%	95%	85%
General Merchandise	80%	80%	80%	80%	80%	80%

## Lost Shipments

A shipment can be declared lost if the customer states that it has not been received after two (2) business days beyond the latest estimated delivery date, according to the timeframe associated with the shipping method selected. It is the Sellers' responsibility to ensure that customers receive items ordered within the timeframe that you have selected. Customers who inquire about lost shipments should be given a refund immediately (see Refunds below). It is the Seller's responsibility to file a claim for the lost shipment with the carrier involved to recover damages. Customers cannot be denied a refund for lost shipment if the item has not been received within the selected timeframe plus an additional two (2) business days, even with delivery confirmation.

The following calculations can be used to determine when a shipment should be considered lost, based on the level of shipping service selected:

- Standard Domestic: Order Date + 14 business days (max anticipated shipment time) + 7 business days = **21 business days** beyond the order date.
- Express Domestic: Order Date + 6 business days + 7 business days = **13 business days** beyond the order date.
- Canadian: Order Date + 20 business days + 7 business days = **27 business days** beyond the order date.
- International: Order Date + 6 weeks + 7 business days = **7 weeks** beyond the order date.

## Shipping Guidelines

- Marketplace Sellers are required to purchase shipment tracking.
- It is recommended, but not required, that Sellers purchase shipping insurance for items over \$75. However, you will always be responsible for recouping your losses if an order is lost or damaged.
- Orders must be well packaged so as to avoid damage during shipment.
- Sellers must offer customers a partial refund, determined by Seller Relations, in the event that an order was mistakenly shipped Standard Domestic when the customer selected Express Domestic.
- Sellers will provide customers a full refund for the cost of shipping when the item is shipped late (more than two business days after the order was received). This allows the Marketplace Seller to avoid processing a refund for a lost shipment while the shipment is in transit.
- In the event that a Seller inadvertently ships an item to an incorrect address (not the address the customer provided for the order), the Seller should notify the customer immediately via email and process a full refund.
- In the event that a Seller inadvertently ships an incorrect item to the customer, the Seller should notify the customer immediately via email. If the customer chooses to wait for the correct item, the Seller should ship that item immediately. Otherwise, the customer should be given a full refund. See Refunds below.
- Customers who receive incorrect items or items that were declared "lost in transit" and refunded according to the timeframes above are not obliged to return these items to the Sellers who shipped them.

## REFUNDS

All refunds result in a credit to the customer using the original method of payment; the amount shall be payable by the Seller and may be offset by The Marketplace against such Seller's sales. Refunds can either be initiated by the Seller or by The Marketplace, in its sole discretion. If a Seller has a history of excessive refunds due to customer issues/complaints, the account will be closely monitored. If performance does not improve the account will be closed.

### Refund Requirements

- Sellers must accept any return received within 30 days of the receipt date for refund.
- Marketplace Sellers may process refunds received after 120 days of the order date at your discretion. (Contact Seller Relations to process any refund after 120 days of the order date)
- Refunds will not be accepted after 180 days of the order date.
- If an item is returned to a Seller for refund, the Seller must initiate the refund within two (2) business days of receipt of the item.
- Sellers can refund the total cost of the item plus shipping or any partial amount up to that total cost.
- Sellers can process no more than five (5) partial refunds for a single order but cannot exceed the total cost of the item (item + shipping fees).
- Sellers cannot charge customers restocking fees for any returned item.
- Customers do not have to contact a seller for return authorization for any item purchased. As long as customers return an item within the guidelines stated on the barnesandnoble.com website.

### Refund Guidelines

- The customer should be refunded the full cost of the item plus the full cost of shipping if:
  - The item is not received within the allotted timeframe (see Lost Shipment above).
  - The item received is not the correct item and the customer returns the item within the allotted timeframe (see Refund Requirements above).
  - The item received is not as described in the listing and the customer returns the item within the allotted timeframe (see Refund Requirements above).
  - The item is damaged in transit and the customer returns the item within the allotted timeframe (see Refund Requirements above).
  - The Seller accepts the order in error and cannot ship the item ordered.
  - The customer contacts the Seller requesting to cancel the order after the Seller has accepted the order but before the Seller has shipped the item the Seller can issue a refund (in cases like this the Seller should notify Seller Relations so you can denote this on the Sellers account so it does not affect the Sellers ratings).
- The customer should be refunded the full cost of the item but not the cost of shipping if:
  - The customer changes his or her mind about the purchase or does not want the item and returns it within the allotted timeframe (see Refund Requirements above).
  - The order was returned due to the customer providing incorrect delivery address details
- The customer should be refunded the cost of shipping but not the cost of the item if:
  - The item was shipped by the Seller more than two (2) business days after the order was received.
  - The item was received later than the last estimated delivery date.
  - As stated above, Sellers must ensure that each customer receives your item within the timeframe associated with the level of shipping service selected. Sellers who repeatedly ship items late or who do not regularly meet the expected delivery dates for your orders will be removed from the program.
- The customer should be refunded an amount determined by Seller Relations if:
  - The customer selected Express Domestic shipping and the Seller shipped the item using a Standard Domestic method. (See Shipping Guidelines above).

Sellers should refer any disputes that occur between themselves and customers regarding refunds to Barnes & Noble Seller Relations immediately. Sellers must maintain a refund/return rate less than 4% to remain in good standing within a 90 day period.

## PAYMENTS

### Terms of Sale

Each item sold by Sellers via barnesandnoble.com Marketplace is subject to 15% transaction fee based upon the item's listing price. This fee will automatically be subtracted from the listing price credited to the Seller's account for each order. There is a cap on transaction fees of \$300.00, regardless of the price of the item.

### Refunds

For all refunds, Sellers' accounts will be offset for the full amount refunded to the buyer, up to the value of the item price plus shipping reimbursement, and credited for a portion of the transaction fee according to the following formula.

Transaction fee credited to Marketplace Seller	=	Total amount refunded to buyer (list price – shipping cost to buyer)	X	Original transaction fee
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For example, if a buyer purchases a \$10 item and chooses Standard Domestic shipping at \$3.99 (for a total of \$13.99) but the Seller later agrees to issue a partial refund to the buyer for \$11, the following calculations are used to credit and debit the Seller:

Amount Charged/Refunded to Buyer		Amount Credited/Debited to Seller	
<b>INITIAL SALE</b>			
Item Price	(\$10.00)	Item Price	\$10.00
Shipping cost (Standard)	(\$3.99)	Transaction fee of 15%	(\$1.50)
		Shipping reimbursement	\$2.65
<b>TOTAL charged to buyer</b>	<b>(\$13.99)</b>	<b>TOTAL credited to Seller</b>	<b>\$11.15</b>
<b>PARTIAL REFUND</b>			
Item Price	\$10.00	Item Price	(\$10.00)
Shipping cost (Standard)	\$1.00	Transaction fee of 15%	\$1.19*
		Shipping reimbursement	\$1.00
<b>TOTAL charged to buyer</b>	<b>(\$13.99)</b>	<b>TOTAL credited to Seller</b>	<b>( \$9.81)</b>

\*Calculation for the transaction fee credited to Seller:

Transaction fee credited to Seller = [(total amount refunded to buyer)/ (list price + shipping cost to buyer)]\*original transaction fee.

[(Total amount refunded to buyer)/ (list price + shipping cost to buyer)] = [(\$11)/ (\$10+\$3.99)] = \$11/\$13.99 = 79%.

79%\*original transaction fee=79%\*\$1.50 = \$1.19.

\$1.19 = Transaction fee credited to Seller.

### Payment Schedule

After a qualifying period, the Marketplace will initiate payment to a Seller every week for the sum of its outstanding balance -- if this sum is a positive number. Payment from The Marketplace will be issued via direct deposit to bank account you provided. Sellers must provide and maintain valid banking information in order for them to receive payment. The Marketplace is not responsible for any payment issued to an incorrect bank account due to invalid banking information provided by the Seller.

Sellers will not receive your first payment until you pass your "qualifying period" which is currently 28 days after your first sale on The Marketplace and confirmation of the penny deposit.

Each time the bank information is updated, a penny transaction will be sent to the account to confirm the information is correct and the bank account is valid. Upon receiving the penny into your account, log into the Seller Portal and in the Settings page confirm you have received the penny.

## Negative Balances

Negative balances can occur when the value of all refunds processed by a Seller during a given payment period exceeds that value of orders fulfilled by that Seller. If the Seller has a negative balance on its payment date, the negative balance will be charged to the Seller's credit card or sent a letter of collection. If the credit card is declined or payment is not received, the Marketplace Seller will be placed on hold until funds are collected. If funds are not collected in a timely matter, the account will be closed and the seller will be removed from the program.

This document was last updated May 2019.