

WM BILLING SETTLEMENT NAV US, LLC TERMS AND CONDITIONS OF SERVICE

Last Updated: 08.01.2026

BY USING OR ACCESSING THE PAYMENT SERVICES DESCRIBED HEREIN, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

These Terms and Conditions of Service (this “Agreement”) are between you (“you” or “User”) and WM Billing Settlement Nav US, LLC (“WM Billing,” “we,” “us,” or “our”), a Nevada limited liability company.

SECTION 1: GENERAL TERMS

1.1 The Service. WM Billing provides payment processing, fund holding, settlement and related services (collectively, the “Service”) in connection with transactions facilitated through certain marketplaces operated by Walmart Inc. or its affiliates (collectively, “Walmart Marketplace”). The Service includes, without limitation: (a) receiving, holding and safeguarding funds on behalf of Users; (b) processing payments, refunds and adjustments; (c) effecting disbursements and settlements to Users or their designated recipients and (d) performing such other payment functions as may be required or permitted by applicable law.

1.2 Purpose of the Agreement. This Agreement governs the provision of the Service by WM Billing in its capacity as a regulated payment services provider. It supplements, and does not replace, the Marketplace Terms (defined below), which continue to govern your participation in Walmart Marketplace except to the extent this Agreement expressly provides otherwise with respect to the Service or as required by applicable law.

1.3 Agreement structure; incorporated terms. This Agreement incorporates herein by reference, as though fully set forth in this Agreement, and you agree to be bound by the terms of the Comprehensive Walmart Marketplace Program Retailer Agreement (the “Retailer Agreement”), the Seller Policies and all other guidelines that are provided or made available to you within the Walmart Marketplace Learn Center (collectively, the “Marketplace Terms”). The Marketplace Terms and this Agreement constitute a single integrated contractual framework governing the Service. Except as expressly provided in this Agreement, all rights, obligations, authorizations, remedies, limitations, waivers, definitions, procedures and other provisions contained in the Marketplace Terms are incorporated into and govern this Agreement as though fully set forth herein.

Where the Marketplace Terms confer rights, authorizations, protections, remedies, discretions or authority on Walmart, Walmart Marketplace, Walmart Inc. or the Walmart Designated Payments Processor in connection with the Service or payment-processing activities, WM Billing

may exercise those rights, authorizations, protections, remedies, discretions and authority to the extent necessary to provide the Service.

1.4 Relationship to WM Billing. You acknowledge that this Agreement governs your relationship with WM Billing with respect to the Service only. WM Billing may act as the “Walmart Designated Payments Processor” as defined and referenced in any agreement between you and Walmart Inc. or its affiliates. In the event of any conflict or inconsistency between this Agreement and the Marketplace Terms, the Marketplace Terms control except to the extent this Agreement expressly provides otherwise with respect to the Service or as required by applicable law.

1.5 Amendment. We may modify this Agreement or our affiliates may modify the Marketplace Terms at any time without express notice to you. A modification will become effective upon the communication of it in Seller Center, on the Walmart site (as appropriate) or otherwise, and you will be deemed to accept the modification if you use the Service after it has been posted. If you do not accept a change to this Agreement, your sole remedy is to discontinue use of the Service, which could result in a complete forfeiture of your Walmart Marketplace account.

SECTION 2: ELIGIBILITY AND REGISTRATION

2.1 Eligibility. To use the Service, you must: (a) be at least 18 years of age (if an individual); (b) have a valid Walmart Marketplace account or otherwise be eligible for the Service as determined by WM Billing; and (c) provide complete and accurate registration information as requested. We may refuse to provide the Service to any person or entity at our sole discretion.

2.2 Account. You access and use the Service through your account in Seller Center (or any successor account designated by Walmart), the use of which is governed by the Retailer Agreement. You must promptly notify Walmart Inc. or its affiliates if you reasonably believe your account credentials have been compromised or your account has been accessed without authorization.

2.3 Verification. In addition to the verification and information-update authorizations in the Marketplace Terms, you authorize WM Billing, Walmart Inc. or their affiliates, at any time, to make inquiries and obtain information necessary to verify your identity, assess risk and comply with applicable law including, without limitation, identity verification, beneficial ownership screening, sanctions and anti-money laundering checks, and credit inquiries. You agree to promptly provide all information and documentation reasonably requested by WM Billing for these purposes.

SECTION 3: THE SERVICE; OUR ROLE

3.1 Our role. WM Billing is not a bank and does not offer banking services. We may use the services of one or more banks, processors or other third parties to provide the Service and process transactions (each, a “Service Provider”). We do not guarantee payment on behalf of any User.

3.2 Payment agency. You hereby appoint WM Billing as your limited payment-processing agent for the purpose of: (a) receiving and holding funds on your behalf; (b) processing payments, refunds and adjustments for your transactions; (c) disbursing funds to you or to third parties at your direction or as otherwise provided in this Agreement or the Marketplace Terms; and (d) collecting and remitting amounts owed by you to Walmart Inc. or its affiliates in accordance with this Agreement or other agreements between you and Walmart Inc. or its affiliates. Receipt of funds by WM Billing on your behalf shall satisfy the payor’s payment obligation to you in the amount of such payment, regardless of whether WM Billing subsequently remits such funds to you.

3.3 Authorization. Consistent with the limited payment agency and the set-off, recoupment, hold and reserve rights described in the Marketplace Terms, you authorize WM Billing to hold, receive and disburse funds in accordance with your instructions (whether provided directly or through Walmart Marketplace) and to debit or credit your Account Balance and initiate electronic funds transfers, ACH transactions or other payment instructions to effect the Service.

3.4 Fund safeguarding. WM Billing will hold User funds in one or more accounts, including segregated trust accounts maintained at eligible financial institutions, as required by applicable law. User funds will be held separately from WM Billing’s own operating funds and maintained in trust for the benefit of Users, as required by applicable law. WM Billing may maintain in any segregated trust account its own funds or the funds of one of its affiliates in excess of the aggregate amount of end-user funds required to be safeguarded in order to protect against temporary operational or reconciliation shortfalls, including timing differences that may arise pending reconciliation.

WM Billing may also use other methods of safeguarding User funds permitted under applicable law. By using the Service, you acknowledge and consent that funds held by WM Billing on your behalf are intended to be held in trust for your benefit while such funds remain under WM Billing’s control to the extent required by applicable law. WM Billing’s safeguarding obligations under applicable law apply only while funds are held by WM Billing and shall cease upon settlement of a transfer to the User’s designated payout method (the User’s “Selected Payout Provider”) or other recipient and the departure of such funds from WM Billing’s trust accounts.

User acknowledges that, following such transfer, User's Selected Payout Provider, as applicable, assumes responsibility for the funds under its own registration and safeguarding obligations pursuant to applicable payments law.

3.4.1 Interest. You are not entitled to interest or other earnings on funds held in connection with the Service. WM Billing may retain any interest or other income earned on funds held on your behalf, and such interest or income shall not be payable to you. By using the Service, you acknowledge and agree that you have no right, title or claim to any such interest or income.

SECTION 4: DISBURSEMENTS AND SETTLEMENTS

4.1 General. WM Billing will transfer available funds to you or your designated payout method in accordance with the terms of this Agreement, the Marketplace Terms and procedures established by Walmart or WM Billing from time to time.

4.2 Set off and payment activities. Prior to initiating or completing any disbursement, WM Billing may exercise, on its own behalf and on behalf of Walmart Inc. and its affiliates, the set-off, recoupment, netting, deduction, claw-back, hold and reserve rights, and may take the Payment Activities (as defined in the Seller Policies) set forth in the Marketplace Terms. For the avoidance of doubt, you remain liable for all chargebacks, refunds, reversals, returns, fees, fines, penalties, losses, liabilities and other obligations arising out of your use of the Service, your transactions, your account or your relationship with Walmart Inc. or its affiliates. Such obligations survive termination of this Agreement.

SECTION 5: FEES

WM Billing reserves the right to charge fees for the Service as communicated to you upon prior notice (the "Fees"). You authorize WM Billing to deduct any applicable Fees from funds held on your behalf or to collect Fees by any other means described in this Agreement.

SECTION 6: REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties contained in the Marketplace Terms, you represent and warrant that: (a) you are authorized to appoint WM Billing as your payment processing agent; and (b) each payout account or payment method you designate belongs to you or is under your lawful control and may receive settlements under this Agreement.

SECTION 7: DISCLAIMERS; LIMITATION OF LIABILITY; DISPUTE RESOLUTION

Except as expressly provided in this Agreement, the indemnification, disclaimer of warranties, limitation of liability and other provisions allocating rights, responsibilities, liabilities and risk in the Retailer Agreement are incorporated into and govern this Agreement. The dispute-resolution provisions of the Retailer Agreement likewise govern any dispute arising out of or

relating to this Agreement or the Service. For purposes of those provisions, references to Walmart, Walmart.com, Walmart Inc., their affiliates, or the Walmart Designated Payments Processor include WM Billing to the extent necessary to give effect to this Agreement and the Service. Nothing in the Retailer Agreement limits WM Billing's rights or obligations under applicable payment-services laws or this Agreement relating to safeguarding, payment processing, settlement, regulatory compliance or other matters unique to the Service.

SECTION 8: TERM AND TERMINATION

8.1 Term. This Agreement is effective upon your first use of the Service or your acceptance of these terms, whichever occurs first, and continues until terminated.

8.2 Termination. Either party may terminate this Agreement at any time. WM Billing may suspend or terminate your access to the Service immediately and without notice if: (a) you breach any term of this Agreement; (b) WM Billing is required to do so by law, court order or regulatory directive; (c) WM Billing determines that your continued use of the Service poses unacceptable risk; or (d) your account on Walmart Marketplace is suspended or terminated.

8.3 Effects of termination. Upon termination: (a) WM Billing may cancel any pending transactions; (b) you remain liable for all fees, charges and obligations incurred through the date of termination; (c) any funds held by WM Billing on your behalf at the time of termination, less any amounts owed by you, may be disbursed to you subject to applicable holds, reserves or restrictions and in accordance with WM Billing's procedures; and (d) all rights granted to you under this Agreement will immediately terminate.

SECTION 9: GENERAL PROVISIONS

9.1 Survival. Sections 3.4.1, 4.2, 6, 7, 8, 8.3 and 9 of this Agreement shall survive termination.

9.2 Electronic communications. By using the Service, you consent to receive all communications, agreements, notices, disclosures and other documents from WM Billing electronically, including via email, through Seller Center or through the Walmart site. You agree that electronic communications satisfy any legal requirement that such communications be in writing.

9.3 No agency; independent contractor. The independent-contractor relationship described in the Marketplace Terms governs the parties, except for the limited payment agency described in Section 3.2 of this Agreement.

9.4 Assignment. WM Billing may assign this Agreement in whole or in part to any affiliate or in connection with a merger, acquisition or sale of substantially all of its assets.

9.5 Severability. The severability provision of the Marketplace Terms applies to this Agreement.

9.6 Entire Agreement. This Agreement and the Marketplace Terms constitute the complete and integrated agreement governing the Service and supersede all prior or contemporaneous understandings relating to the Service.

9.7 Information sharing. You authorize WM Billing, Walmart Inc. and its affiliates to share your information with one another and their respective service providers as reasonably necessary to provide the Service and perform payment processing, risk assessment, compliance and settlement functions, in each case subject to the Walmart Global Marketplace Seller Privacy Notice and applicable data-protection laws.

9.8 Regulatory disclosures and complaints. If you have a complaint regarding the Service, you may access the “Contact Support” portal through Walmart Marketplace Seller Center. WM Billing will acknowledge and address complaints in accordance with applicable law and its internal complaint-handling procedures. Nothing in this section creates any obligation beyond what is required by applicable law or regulation.

9.9 Continuity of funds. WM Billing maintains procedures, as required by applicable law, for the return or distribution of end-user funds in the event WM Billing is unable to continue providing the Service, including in the event of insolvency. Such procedures are designed to facilitate the return of funds to Users as soon as feasible in accordance with applicable law. WM Billing makes no guarantee as to the timing of any such return beyond what is required by applicable law.