

Ship With Walmart Program Terms of Service

The Walmart Marketplace Program (“Walmart”) offers Retailer (“You” or “Seller”) access to preferred carrier rates for eligible shipments through the Ship With Walmart Program, (the “Program”), subject to the applicable terms of the Comprehensive Walmart Marketplace Retailer Agreement. (the “Retailer Agreement”), and the following terms:

1. The Program may only be used for the outbound shipment of products (as defined in the Retailer Agreement) of Walmart.com orders to eligible customer delivery in the eligible locations enabled by Walmart, including U.S. domestic and international destinations. Any carrier account number provided to Seller may be used only for purchases made on Walmart to be shipped via the Ship With Walmart Program, and may not be used for any other retailer shipments.
2. Seller acknowledges that (1) it is purchasing delivery services from third party carriers and not from Walmart, (2) its purchases are subject to the policies, terms, conditions, and agreements between Seller and any such third-party carrier, and (3) Retailer is solely responsible for compliance with any applicable third-party policies, terms, conditions, and agreements.
3. Seller may choose to participate in the “Bring Your Own Account” feature, where you can leverage your own third-party carrier account and rates while generating labels on the Seller Center Platform through the Program. In order do so, you agree you may need to provide Walmart with certain information such as you account number, and any other information deemed necessary by Walmart to enable this feature.
4. Walmart is not responsible for services that Seller purchases from third-party carriers. Walmart shall also have no liability for services that Seller purchases from third-party carriers via the Program.
5. Seller will comply with all applicable laws, regulations, and policies in connection with the delivery and related services it purchases.
6. Seller hereby agrees to ensure that all shipment contents adhere to Walmart's

Prohibited Products Policy, which includes strict adherence to any regulations pertaining to the shipment of Hazardous items. Furthermore, the Seller acknowledges and agrees to comply with any and all applicable 3rd party carrier policies that govern the shipment of hazardous or prohibited materials.

7. Walmart will provide a shipping label for Seller to print and use. Shipping charges are estimates only, and based on information provided by Seller. Seller is responsible for providing correct and accurate information regarding package/shipment characteristics. If actual package/shipment characteristics differ from information provided by Seller, You will be responsible for any applicable charges including any reclassification or misclassification of hazardous materials charges and penalties. Seller is responsible for scheduling a pickup or drop off of Products with the participating carrier, including all related costs or surcharges.
8. Walmart will provide a shipping label that identifies Seller as Shipper of Record. Seller shall remain the Shipper of Record when using the Ship With Walmart Program carrier account.
9. Seller agrees to pay applicable Ship With Walmart Program service fees (“Program Service Fees”) and authorizes Walmart to charge such Program Service Fees to Retailer’s Walmart Marketplace account. Applicable Program Service Fees will be deducted from amounts payable by Walmart to Retailer under the Retailer Agreement. Walmart reserves the right to collect payment from Retailer by any means outlined in the Retailer Agreement or by any other lawful means. Walmart also reserves the right to adjust Program Service Fees to reflect adjustments made by the relevant third-party carrier.
10. WALMART DOES NOT MAKE AND HEREBY WAIVES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PROGRAM, AND YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WALMART DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PROGRAM AND ASSOCIATED SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE

OF PERFORMANCE OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT WILL WALMART BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (B) THE TOTAL CUMULATIVE LIABILITY OF WALMART, FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS, CLASS ACTIONS, OR SUITS, HOWEVER CAUSED, ARISING FROM OR RELATING TO THE PROGRAM OR ASSOCIATED SERVICES WILL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (USD \$100).

11. Walmart.com may modify, suspend or discontinue these Terms of Service, the Program, and any or other details related to the Program at any time in its sole discretion. Your continued participation in the Program, including continuing to use the program for items shipped and sold on the Walmart Marketplace, using any of the Walmart.com Services, or using any of the Walmart.com Tools related to the Program constitutes your acceptance of such changes. If you do not agree to any posted changes related to the Program, please cease use of Walmart Marketplace Ship With Walmart Program

- ✓ Walmart may modify, suspend or terminate the Ship With Walmart Program at any time, or modify or amend these Terms of Service on notice to Retailer.