

Marketplace Walmart Funded Incentives Program Terms and Conditions for Seller Participation

The Marketplace Walmart Funded Incentive Program (the “Program”) is available only on select items from the Seller’s catalog which meet Walmart’s eligibility criteria. These incentives are automatically enrolled by default. Seller has the ability to opt-out specific items from receiving the incentives and also has the ability to turn off the Walmart Funded incentive program entirely for all their items. A Seller’s eligible item can only be enrolled in one incentive suggestion at a time. These Terms and Conditions apply to any Retailer (“Seller” or “You”) invited to participate in the program to offer products on Walmart.com. Seller acknowledges and agrees that Walmart has sole discretion in determining what items are eligible for participation in the program. These Terms and Conditions supplement the Retailer Agreement and the WFS Agreement (as applicable) previously entered into by You. All Terms used herein but not defined shall have the meanings ascribed to them in the Retailer Agreement and/or the WFS Agreement. Details for the Walmart Funded Incentive is outlined below.

1. **Walmart Funded Incentives** – Walmart will lower the eligible item’s price on site to make it more competitive, while providing you with full funding of the price difference between your original price and the adjusted price. Eligible items will be automatically subsidized unless opted out or if the Walmart Funded incentives program is turned off. You can unenroll items or turn off the incentives program completely for all items.

Walmart Funded Incentives Example:

Before seller accepts Incentives:

- Item Price: \$10
- Item’s Referral Fee: 15%
- Seller Payout: \$8.50

After seller accepts Incentives:

- Target Price (New Price): \$9
- Incentive Amount: \$1
- Item’s Referral Fee: 15%
- Seller Payout: \$8.50

2. Additional Terms and Details.

- a) You may choose to update the item price for any item that is receiving Walmart Funded Incentives at your own discretion.

- b) Sellers will not incur the additional \$1 fulfillment fee for items handled by Walmart Fulfillment Services (WFS) and participating in one of the above Price Incentive, as long as the pre-incentive price of their enrolled items was \$10 or more.
- c) Price Incentives will be reversed for any return order in your Seller account. Walmart reserves the right to reconcile your applied Walmart Funded incentives, viewable in your payment report. Walmart's decision about applicable Walmart Funded incentives will be binding.
- d) Changes to Terms. Walmart.com may change this Marketplace Walmart Funded Incentives Program or implement a new feature for the Program at its sole discretion. The changes will be effective upon posting of such updates on "Seller Center," which is the primary web-based interface provided to you by Walmart.com as part of the Marketplace Program. You are responsible for reviewing such postings and any applicable changes. Your continued participation in the Marketplace Walmart Funded Incentives Program constitutes your acceptance of such changes. If you do not agree to any posted changes, do not continue to participate in the Walmart Marketplace Incentive Program.

BY PARTICIPATING IN THE PROGRAM, YOU AGREE THAT THE PROGRAM IS PROVIDED "AS-IS". WALMART DOES NOT MAKE AND HEREBY WAIVES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PROGRAM, AND YOUR USE OF THE TOOL 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. WALMART DOES NOT WARRANT THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS, OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, AND WALMART WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR ERRORS, INCLUDING WITHOUT LIMITATION SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING OR SERVICE OF THE ITEMS ENROLLED IN THE PROGRAM. 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 OR SUITS, HOWEVER CAUSED, ARISING FROM OR RELATING TO THE PROGRAM OR ASSOCIATED SERVICES WILL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (USD \$100).