

Walmart Local Marketplace¹

Delivery & Seller Store PickUp Terms of Service

These Terms of Service constitute a legal agreement between you (“Retailer”) and Walmart Inc., and its affiliates, including but not limited to Walmart.com USA, LLC (collectively, “Walmart” “we,” “us,” or “our”). Walmart, through its proprietary technology platform (“Delivery Platform”), facilitates:

- i. delivery (each a “Delivery”) of goods needing transport (the “Products”) by qualified non-agent independent contractors (the “Service Providers”) to other locations, including those of residential and commercial customers; and
- ii. pick-up of goods at Seller locations (each a “Pick-up”), based on purchase through Walmart Marketplace, as defined in your Comprehensive Walmart Marketplace Program Retailer Agreement (“Agreement”); and
- iii. Products include items from restaurants (“Restaurant Products”).

Our provision of Delivery and Pick-up services (collectively, the “Services”) to you, and your use of the Services, is subject to these Terms of Service and the terms set forth in the Agreement, which are incorporated here by reference. In case of any conflict between these Terms of Service and the Agreement, the Terms of Service shall govern.

If you access or utilize our Services, you hereby agree that: (a) you have read, understand, and agree to be bound by these Terms of Service; (b) you have the authority to enter into these Terms of Service personally and on behalf of the organization on whose behalf you created an account, and to bind such organization to these Terms of Service. The terms “User” and “Users” refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that access or use the Services through their respective representatives.

Modifications

We reserve the right to modify, suspend or discontinue these Terms of Service, our policies and any other details relating to the Services at any time, effective upon posting of an updated version of these Terms of Services in Seller Center. Seller Center may be found at the following website <https://seller.walmart.com/>. You should regularly review these Terms of Service, as your continued use of the Services after any such changes constitutes your agreement to such changes.

Our Technology

In connection with the Services, Walmart and its affiliates make available to you a client portal, a website, or other technology interface for you to access and use Walmart’s proprietary Delivery

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Platform and the Services (collectively the “Walmart Technologies”) through which you may, among other things, request, book, and manage Services, and view Services completed. You may access and use the Walmart Technologies solely in connection with your use of the Services. Walmart retains the right to alter, discontinue or suspend aspects of the Walmart Technologies at its sole discretion.

License Restrictions

You agree not to modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services, Delivery Platform, or the Walmart Technologies, or any software used on or for the same. All rights not expressly granted to you are reserved by Walmart and its respective licensors.

Ownership

All right, title and interest in and to the Services, Delivery Platform and Walmart Technologies, and any modifications, enhancements, derivatives and improvements thereto, including all intellectual property rights therein, are and at all times shall remain the sole and exclusive property of Walmart, its affiliates and its licensors, and shall be subject to the terms and conditions of these Terms of Use. Additionally, Walmart retains all rights to any personal information provided to you through the Services, including but not limited to, personal information relating to the Service Providers (“Walmart Personal Information”). These Terms of Use do not convey any rights of ownership in and to the Services, Delivery Platform, Walmart Technologies, or Walmart Personal Information to you. If you provide suggestions, ideas, or other feedback to Walmart concerning the Deliveries, Services, Delivery Platform, or Walmart Technologies (collectively the “Feedback”), you grant Walmart a non-exclusive, irrevocable, fully paid, royalty-free, sublicensable and transferable license to use, disclose and exploit such Feedback in any manner, without restriction or other obligation to you. All rights not expressly granted to you are reserved by Walmart and its respective licensors.

Retailer Obligations

Packaging and Readiness. You will package Products appropriately for Delivery or Pick-up and, for Delivery, will ensure that the Product is readily available for pickup upon Service Provider’s arrival at the requested pick-up location at the requested time of Delivery.

Compliance. You represent, warrant and covenant that you will comply with all applicable laws, rules, and regulations regarding the operation of your business and authority to lawfully ship the Products you tender to Service Providers for Services, including but not limited to, all applicable licenses, permits, authorities and approvals required operate your business and to use the Services.

Title. For clarification and avoidance of doubt, Retailer maintains title to the Products at all times. Walmart does not and will not take any right or title in and to the Products.

Onboarding. Unless otherwise agreed between the Parties to solely utilize Seller Center, You shall onboard your company utilizing the client portal to create a profile which will include the following information: i. Your first and last name; ii. Your job title; iii. Your Company's legal name; iv. Your email; v. Your phone number; vi. How many locations you have; vii. Your Company's Tax ID; viii. Your Company's official legal business address. Your Company shall be validated through a Walmart internal process and upon approval You shall be given the opportunity to create a login and password. In order to utilize the Services You must input a method of payment into the client portal.

Customer Support. Consistent with the Agreement, You will be responsible for all customer support to your customers (each, a "Customer"), including resolving any disputes or concerns from Customers (or any other designated Pick-up or Delivery recipients) related to Products. However, for purposes of supporting investigations regarding incidents of Customer complaints regarding the Deliveries, we shall reasonably assist in the gathering of information necessary to complete such investigations.

Claims. For Deliveries, you may submit claims for loss of or damage to Merchandise to Walmart within 30 days of the applicable Delivery. All such claims shall be described in detail and submitted in writing by email to localsellerhelp@customer.walmart.com. Walmart may change its claims submission process and/or contact information from time to time consistent with these Terms of Service. Walmart will reimburse you for loss of or damage to Products during a Delivery, to the extent such loss or damage is caused wholly by Walmart or the Service Providers. We will review and pay undisputed claims within 45 days of receipt of the claim.

Confidential and Personal Information. In the course of providing Services, Walmart may disclose to You certain information of an inherently sensitive nature which Walmart considers to be proprietary, protected, or otherwise confidential. You shall treat any such information as Confidential Information subject to the obligations set forth in this provision. "Confidential Information" shall mean all oral and written information concerning Walmart's or its Service Providers' business including, without limitation, Walmart Personal Information (as defined under these Terms of Service), Walmart Technologies (as defined under these Terms of Service), these Terms of Service including applicable fees for Services, information concerning Service Providers, information concerning pickup and delivery orders, Feedback (as defined under these Terms of Service), product developments, trade secrets, or other information of a sensitive and proprietary nature. You shall treat all Confidential Information with the same high degree of care as you would for your own confidential and proprietary information and you shall not disclose such information to any third party without Walmart's prior written consent, except to those "need to know" employees and affiliates in order to receive Services or comply with your obligations under these Terms of Service. Before sharing Confidential Information with any "need to know" individuals, you shall advise them to comply with the terms of this confidentiality provision. The restrictions on the use or disclosure of any Confidential Information shall not apply to any information: (i) after it has become generally available to the public without breach of this agreement by the Recipient; (ii) is rightfully in your possession prior to disclosure by

Walmart; (iii) is independently developed by you; (iv) is rightfully received by you from a third party without a duty for, or breach of, confidentiality; or (v) is required to be disclosed by any regulatory agency, court, or tribunal, or pursuant to operation of law. You shall not use, store, retain, or otherwise process Walmart Personal Information, such as personal information of Service Providers, except for the purpose of receiving Services and for a period not to exceed 30 days.

Delivery: Service Provider Details. Walmart will offer a means for you to communicate specific Product pick-up details (e.g., gate codes, floor numbers, package locations) (“Details”) that assist Service Providers in timely completing a Delivery. Walmart will endeavor to pass along any Details to Service Providers but cannot guarantee their performance will comply with all Details.

Delivery Prohibited Items. You shall not include Delivery Prohibited Items in any Delivery under these Terms of Service. Should you nevertheless include any Delivery Prohibited Items in Deliveries or cause a Service Provider to handle or deal with any such Delivery Prohibited Items other than under special arrangements previously made in writing, Walmart shall have no liability whatsoever for or in connection with such Delivery Prohibited Items howsoever arising. Delivery Prohibited Items include the Prohibited Items listed in Seller Center and also include:

1. People or animals of any size;
2. Weapons or explosives;
3. Any items for which you do not have the legal right to ship in this manner under any and all applicable laws, statutes, and ordinances, rules, regulations, directives, edicts and similar governmental requirements of all international, federal, provincial, state, county, city, and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or any other governmental, public, or quasi-public authority;
4. Single items that exceed 32 cubic feet in total, 60 inches in any length, or more than 50 lbs;
5. Overall Delivery size exceeding 32 cubic feet or 350 lbs;
6. Hazardous Materials as defined in 49 C.F.R. §171.8, with the exception of products designated as limited quantity, or subject to and within the quantity and hazard class limitations for Material of Trade;
7. Alcohol, unless you have executed an Alcohol Addendum with Walmart, which shall be incorporated as part of these Terms of Service once approved in writing by Walmart;
8. Firearms or ammunition;
9. Tobacco products; and
10. Pharmaceuticals.

Pick-up. You agree that you will provide sufficient training for your in store employees for in store employees to assist Customers with the Pick-up service. Except for Restaurant Products, in the event a Customer fails to pick up a Product within four (4) days of the date of the Order, You will provide notice to Walmart, via API’s or the Walmart Technologies, to permit Walmart to cancel and refund the Order to the Customer. For Restaurant Products, in the event a Customer fails to

pickup a Restaurant Product within ninety (90) minutes of the pickup time, the Order will be marked complete and the Customer will be charged for the Order.

Pick-up Prohibited Items. You shall not allow Pick-up for any items that are not allowed to be sold on the Walmart Marketplace pursuant to the Agreement.

Payment; Fees.

Payment Process. Payments will be handled consistent with the Agreement. By utilizing the Services, you agree to pay the fees invoiced by Walmart for the Services in addition to the Referral Fees, as outlined in the Agreement.

Delivery Service Fee. In addition to the Referral Fees, you will pay a Delivery Service Fee of \$5 per order for each Delivery. Each Delivery must be completed before Walmart is eligible for payment, unless the Delivery is canceled by you or the Customer after the Service Provider has already been dispatched, in which case Walmart may bill for the Delivery. YOU SHALL BE CHARGED FOR DELIVERIES ON A DAILY BASIS; FEES ARE AGGREGATED BASED ON ALL DELIVERIES FOR THE DAY AND CHARGED AS A LUMP SUM. YOU CONSENT AND SHALL PAY SUCH DAILY CHARGES FOR THE SERVICES, USING THE METHOD OF PAYMENT SUBMITTED BY YOU TO THE CLIENT PORTAL.

Transaction History. Transaction history and Delivery Fees shall be available to you on the client portal. Within 30 days of Walmart charging your method of payment for the Fees, you may dispute the invoice to Walmart by providing written notice by email with a detailed description of your dispute at localsellerhelp@customercare.walmart.com, which may change from time to time with prior written notice by Walmart. In the event of a payment dispute, Walmart shall promptly review the disputed portion and reasonably determine whether the dispute is valid or invalid. If Walmart deems the dispute invalid, Walmart shall retain all amounts paid by you to Walmart. If Walmart deems the dispute valid, Walmart shall refund the disputed amount and you shall have no obligation to pay such disputed amount. You consent to Walmart utilizing a third-party payment company to process payments from You to Walmart for the Services.

Additional Terms and Policies.

Data & Policies. By using the Services, you agree to the collection, use, and disclosure of your information in accordance with Walmart's Privacy Policy, which is incorporated in these Terms of Service by reference. You also agree to abide by any additional Walmart policies for Users that are published on our website or mobile application. Certain features of our Services may be subject to additional terms and conditions, which are incorporated herein by reference.

Relationship of Parties. Walmart and you are independent contractors, and nothing in these Terms of Service creates an employer-employee relationship, partnership, joint venture, agency, franchisor-franchisee, or other relationship between the parties. Neither party has authority to assume or create obligations of any kind on the other's behalf. Each party has exclusive control over its personnel and over its labor and employee relations and its policies relating to wages,

hours, working conditions and other employment conditions. Each party is solely responsible for all salaries and other compensation of its personnel and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes, and assessments. Neither party has any authority to bind the other party to any agreement or obligation.

SMS Messages. Walmart can give opted-in Customers and Sellers the ability to receive Delivery status updates through SMS messages. You may opt-in to this service through the client portal and each Customer shall receive an opt-in consent SMS message from Walmart for each Delivery. Should the Customer agree to consent to Delivery status updates Walmart shall automatically provide status updates about any applicable Deliveries. If you opt-in to this service you consent to Walmart communicating with the Customer and shall support Walmart's compliance with any laws or regulations arising from personal information which Walmart receives or utilizes as a result of this service.

Removal from Program. Walmart may, in its sole discretion, remove You or any listing from use of Services.

Disclaimer. Walmart will not be responsible for: (i) any technical problems of the Internet (such as slow Internet or outages), and/or (ii) any issue attributable to your hardware or software or your Internet or data service provider. EXCEPT AS SET FORTH HEREIN, WALMART MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY NONINTERRUPTION GUARANTEES, IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Indemnification and Duty to Defend

Indemnification by You. Consistent with the Agreement, you will indemnify, defend and hold harmless Walmart, its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns of each of the foregoing (collectively, "Walmart Indemnified Parties") from and against all third party claims, actions, losses, costs, liabilities, judgments, expenses, and damages (including amounts paid in settlement, costs and expenses, and reasonable attorneys' fees and expert fees) arising from, related to or in connection with: (i) your and your employees' and agents' breach or purported breach of any covenant, representation or warranty set forth in these Terms of Service; (ii) your negligent, intentional or willful acts and/or omissions and your employees and agents committed in connection with your obligations pursuant to these Terms of Service; and (iii) any physical injury to persons or damage to property resulting from your acts or omissions or your employees and agents' personnel.

General

Terms & Conditions. These Terms of Service represent the complete agreement and understanding between you and Walmart and supersede all prior discussions, emails, negotiations, agreements, understandings, and representations between you and Walmart with respect to the subject matter of these Terms of Service. Headings used in these Terms of Service are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Service is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Service will remain in full force and effect. The failure of Walmart to act with respect to a breach of these Terms of Service by you or others does not constitute a waiver and will not limit Walmart's rights with respect to such breach or any subsequent breaches. You may not assign, transfer, or sublicense any or all your rights or obligations under these Terms of Service without our express prior written consent. Walmart may assign, transfer, or sublicense any or all our rights or obligations under these Terms of Service without restriction. Without limitation, a printed version of these Terms of Service any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or related to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.