

Walmart Marketplace Recognized Reviewer Program Terms and Conditions for Sellers

Recognized Reviewer (or the “Program”) is an invitation-only sampling and review collection program operated by Walmart Inc. (together with its affiliates “Walmart”, “we”, “our” or “us”) through which select products (the “Product”) from eligible sellers are provided to certain Walmart customers (“Reviewers”) for free in exchange for the customer’s honest and authentic review of the products. Sellers who wish to participate in the Program must opt-in to the Program and accept the Program Terms and Conditions for Sellers (the “Seller Terms and Conditions”). The Seller Terms and Conditions incorporate by reference the most recent version of (i) the terms and conditions below (“Seller Program Terms”), your Marketplace Seller Agreement (“Retailer Agreement”), and the Walmart.com Terms of Use (available [here](#)) (“Site Terms”). In the event of any conflict, ambiguity or inconsistency between the Seller Program Terms, your Retailer Agreement and the Site Terms, any such conflict, ambiguity or inconsistency shall be resolved by giving precedence in the following order: Retailer Agreement, Site Terms and Program Terms.

1. How to Join

The Program is open to Sellers who maintain an account within Seller Center, offer for sale Eligible Products, opt-in to the Program and accept the Seller Terms and Conditions. Seller participants are referred to herein individually as “Seller”, and collectively as “Sellers”, “you”, “yours”, and “theirs”.

For purposes of the Program, “Eligible Products” mean any products deemed eligible by Walmart, in its sole and absolute discretion, and comply with the terms of the Marketplace Seller Agreement. Product eligibility is subject to change at any time, for any reason and without notice.

2. Program Details

- a) Enrolled Products. To enroll a Product, you must use our enrollment tool and provide all required Product information, including any variant details. We will have the right to reject any Product you enroll, at any time, if we determine that the Product is not eligible for inclusion in the Program. Any Products that we do not reject are considered “Enrolled Products”. Walmart reserves the right to reject Enrolled Products at any time if we determine that the Enrolled Products no longer meet Program eligibility criteria or violate any terms of the Retailer Agreement.
- b) Program Fees. The applicable Program fee (“Fee” or “Fees”) for each Product will be displayed in the enrollment tool. We reserve the right to change the applicable Fee for any Product at any time on a prospective basis. We may offset the Fee from any amounts we owe to you. The Fees are exclusive of any applicable taxes.

- c) Product Cost. You agree to provide to Walmart your Enrolled Products at no cost, for purposes of fulfilling orders from Reviewers, allowing the Enrolled Product to be provided to the Reviewer free of charge.
- d) Product Delivery. You will be notified when a Reviewer has ordered your Enrolled Product in connection with the Program. Unless an Enrolled Product is fulfilled by Walmart Fulfillment Services (WFS), you will ship the Enrolled Product directly to the Reviewer, at your own cost and in accordance with Walmart standard shipping requirements. Risk of loss and title are governed by the Marketplace Seller Agreement. If your Enrolled Product is fulfilled by WFS, standard WFS fees apply.
- e) Reviews. We will encourage Reviewers to submit their reviews of the Products ordered as part of the Program. Any Reviews submitted by Reviewers must be honest and authentic. Walmart will display, subject to Walmart review moderation guidelines, all reviews collected in connection with the Program (without regard to whether the reviews contain positive or negative sentiment). We make no assurances concerning the Reviewers or the Reviews, including but not limited to (i) the number of reviews that will be collected for each Enrolled Product, (ii) whether a Reviewer who receives your Enrolled Product submits a Review for the Enrolled Product in a timely manner, or (iii) the sentiment, whether positive or negative, of the Reviews that are collected. We will have no obligation to modify or remove Reviews that are displayed, including on your Walmart.com product display page, even if you disagree with the Reviews. We reserve the right to remove Reviews that do not meet Walmart review moderation guidelines. You must not contact any Reviewers or attempt to influence Reviewers or their Reviews. If a Reviewer attempts to contact you other than for ordinary customer support, you must decline any further communication and notify us.
- f) Product Removal. You may request that we remove an Enrolled Product from the Program by contacting us through Seller Center and telling us that you want to remove the Enrolled Product. We will use reasonable commercial efforts to remove any Enrolled Product after we receive your notice or after termination of the Program Terms; however, an Enrolled Product that is currently offered on the Site, will remain on the Site for a maximum 5 business days (during which the Product may continue to be ordered by a Reviewer) after the removal or termination notice.
- g) No Product Returns. We will use reasonable commercial efforts to distribute all Enrolled Products to Reviewers.

3. Ownership of Reviews

Ownership of Reviews is governed by the Site Terms. You must obtain Walmart's express written consent prior to using or displaying any Reviews outside of the Site for any purpose. Failure to do so will result in the immediate termination of your Program account.

4. Term and Termination

- a) The term will begin on the date you enroll into the Program by accepting the Program Terms and will continue until terminated by you or by Walmart in accordance with the provisions set forth herein.
- b) You may terminate your account at any time for any reason.
- c) Walmart may terminate your account or limit your ability to enroll new Products for any reason and at any time and without prior notice to you.

5. Tax

- a) Income Tax. To the extent required by applicable law, Walmart shall issue a Form 1099-NEC in Walmart's name to each Reviewer reporting the fair market value of Enrolled Products provided to each Reviewer. The fair market value shall be deemed the retail price set by each Seller on the Walmart Marketplace for its Enrolled Products. Each Reviewer will receive one Form 1099-NEC combining the fair market value of all Enrolled Products provided to the Reviewer during a calendar year by all Sellers enrolled in this Program plus the fair market value of any Products shipped to Reviewers by Walmart during the year. Walmart is not liable for any penalties that you may be assessed by the IRS or other taxing authority for your failure to issue Form 1099's on your Enrolled Products.
- b) Transaction Tax. You are responsible for reporting and remitting any sales, use, gross receipts or other applicable taxes associated with providing Enrolled Products to Walmart and a Reviewer at no cost, including taxes on withdrawals of products from inventory.

6. Indemnification

The indemnification provisions in the Marketplace Seller Agreement, specifically as it relates to your indemnification obligations and our indemnification obligations respectively, apply to the Program. Additionally, you agree to indemnify Walmart for any sales, use, gross receipts or other applicable taxes on Enrolled Products provided under this Agreement in the event Walmart is assessed such taxes, including any penalty, interest plus attorney's fees required to defend such audit.

7. Disclaimer of Warranties.

The Program is provided on an "as is" basis and you agree to accept the Program in the way it is currently offered by Walmart. Walmart is not obligated to make any changes to the Program or to continue the Program.

8. Limitation of Liability

Walmart shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a)

your participation in the Program; (b) any content created by Creators; or (c) any unauthorized access, use, or alteration of your transmissions or content. In no event shall Walmart be liable for any damage, **HOWEVER CAUSED, ARISING FROM OR RELATING TO THE PROGRAM OR ASSOCIATED SERVICES IN EXCESS OF ONE THOUSAND UNITED STATES DOLLARS (USD \$1000).**

9. Governing Law and Dispute Resolution

Any and all disputes, claims or actions arising out of or relating to these Participant Terms or your participation as a Participant, including the enforcement and interpretation of these Participant Terms ("Disputes"), shall be governed by the substantive laws of the state of Delaware without regard to conflict of law principles, provided however that arbitration brought pursuant to these Terms shall be governed by the Federal Arbitration Act. Except for such claims required to be brought in arbitration, venue for any dispute, case controversy, civil actual or legal proceeding between the Parties proceedings between the parties not subject to arbitration shall lie exclusively in federal and state courts located in New Castle County, Delaware. The Parties hereby irrevocably and unconditionally submit to the jurisdiction of the State of Delaware and waive any challenge to venue in these jurisdictions based on lack of personal jurisdiction or forum non convenience. Walmart and Seller hereby waive the right to jury trial for all claims arising under or relating to these Terms.

Dispute Resolution and Arbitration. **ALL DISPUTES BETWEEN WALMART AND SELLER ARISING OUT OF OR RELATING IN ANY MANNER TO THESE TERMS SHALL BE FINALLY RESOLVED BY CONFIDENTIAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL AND ARBITRATION AND MEDIATION SERVICES ("JAMS") IN THE STATE OF DELAWARE.**

10. Amendment; Notice of Changes

We may change, suspend, limit, or discontinue the Program or any part of it, at any time without notice. We may amend the Seller Program Terms at our sole discretion by posting the revised terms on the Program website and any changes will be effective immediately upon posting on the Walmart Seller Center Platform. Sellers are responsible for regularly reviewing these Terms. Your continued participation in the Program after the effective date of the revised Seller Program Terms constitutes your acceptance of the revised terms.