

Walmart Ad Center Platform Terms of Use

December 5, 2024

This Walmart Ad Center Platform Terms (this “**Agreement**”) governs your access to and use of the Walmart Ad Center, including the Sponsored Search and Product advertising platform (“**Walmart Ad Centre Platform**”) provided by Company directly or through an agency or API partner (the “**Services**”).

BY REGISTERING FOR OR BY ACCESSING OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS OR OTHER LEGAL ENTITY YOU REPRESENT) AGREE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING THE WALMART POLICIES) WITHOUT CHANGE, AS THIS AGREEMENT MAY BE UPDATED FROM TIME TO TIME. YOU FURTHER REPRESENT AND WARRANT THAT (1) ALL THE INFORMATION YOU PROVIDE AS PART OF THE REGISTRATION PROCESS WILL BE ACCURATE AND COMPLETE; (2) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU HAVE THE REQUISITE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY YOU REGISTER; AND (3) YOU ARE OF THE AGE OF MAJORITY AND LAWFULLY ABLE TO ENTER INTO CONTRACTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR DO NOT HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER THIS AGREEMENT, WALMART DOES NOT GRANT YOU ANY RIGHT TO USE THE SERVICES AND YOU SHOULD NOT ACCESS OR USE THE SERVICES.

1. Definitions

Certain capitalized terms used but not otherwise defined in this Agreement have the meanings set forth below, of this Agreement.

“**API Partner**” means a platform or agency that has an established connection Walmart Connect Ad Center, through API.

“**Terms**” means these Walmart Connect Canada Ad Center Platform Terms of Use

2. Use of the Walmart Ad Center Services

Registration. The Services allow you to advertise and promote Your Products and Your Brand through Walmart Sites. In order to use the Services, you must complete Walmart’s designated registration process. As a part of the registration process, you must provide to Walmart all required information that may be requested by Walmart, including, without limitation, (i) Your Brand, and (ii) your (or your business’s) legal name, address, phone number, and email address. You may also be required to provide the Walmart Vendors IDs, GTINs or other identification numbers that correspond to the items that you want to target and measure through the Services. You will ensure that the information that you provide during the Services registration process and that is otherwise associated with your account, including your email address and other contact information and identification of Your Brand, is at all times complete, accurate, and up to date. All information provided by you (or on your behalf) during the registration process and your ownership of Your Brand is subject to verification by Walmart. Walmart reserves the right to reject your

registration in its sole discretion. Walmart may make available features to allow you to import campaign or product details from third party platforms. These features are provided as a convenience to you and Walmart makes no representations or warranties with respect to these features and disclaims all liability in connection therewith. You are responsible for ensuring all information you import is accurate and complete.

3. Scope and Modification of Terms

(a) Terms Applicable to the Services. You must comply with all guidelines, rules, policies, and terms and conditions applicable to the Services that may be posted by or on behalf of Walmart on the Site or otherwise communicated by or on behalf of Walmart to you from time to time, including Terms and Conditions and the Ad Policies at <https://walmartconnect.ca/terms-and-conditions.html> as applicable to certain Walmart Ad Center Services, which are incorporated herein by reference. Such guidelines, rules, policies, and terms and conditions, including those references through a hyperlink in this agreement, as amended from time to time by Walmart (collectively, "Walmart Policies").

(b) Modification. Walmart may change the terms and conditions of this Agreement, including by introducing entirely new terms on subjects not previously addressed, at any time in its sole discretion. The changes will be effective upon posting of such updates on the Sites or by providing notice in a manner that Walmart reasonably determines to be appropriate. You are responsible for reviewing such postings and any applicable changes. Your continued use of the Services constitutes your acceptance of the applicable changes. If you do not agree to any posted changes, your sole recourse is to cease accessing and using any Services.

(c) Order of Precedence. In the event of a conflict between these Terms and any other terms entered into by the parties, the terms shall govern in the following order: (1) Insertion Order entered into by the parties; (2) Walmart Policies; and (3) these Terms..

4. Access to the Walmart Ad Center Platform

(a) Your Materials. You will provide or make available Your Materials to Walmart in connection with the Services in the format and using the interface, feeds, APIs, or other mechanisms Company may require. You will ensure that Your Materials are complete, accurate, and up-to-date. You are responsible for making copies of all of Your Materials and Company will have no responsibility to maintain back-ups of Your Materials, and expressly disclaims any liability for loss of Your Materials or any information for any reason.

(b) Restrictions on Your Materials. You will ensure that Your Materials do not relate to, contain, or otherwise seek to advertise or promote any products or services that are prohibited by the Company Policies, and otherwise do not violate Walmart Policies. You covenant, represent, and warrant that Your Materials will not (i) be false, deceptive, inaccurate, or misleading; (ii) contain personally identifiable information or any other confidential information of yourself or others without prior written consent; (iii) violate any local, provincial, federal, or international laws, rules or regulations; (iv) infringe on or misappropriate the rights of others, including patents, copyrights, Trademarks, trade secrets, publicity or privacy rights; (v) be unlawful, obscene, derogatory, defamatory, threatening,

harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Walmart in its sole discretion; (vi) contain advertisements or solicitations to other web sites or individuals, without prior written permission from Walmart (or otherwise as allowed under Walmart Policies); (vii) impersonate another business, person or entity, including Company, its related entities, employees and agents; (viii) contain viruses or other harmful computer code; (ix) victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability, or (x) be directed to children younger than 13 years of age.

(c) Your Account. You are solely responsible for maintaining accurate, current, and complete account information, for maintaining the secrecy of any account credentials and passwords used in connection with the Services, and for all activities that occur under your account. From time to time, Company may access your account, including for purposes of product testing, troubleshooting and evaluation. Walmart will use efforts to minimize any disruption to your account resulting from Walmart's access to the account and may, but is not under no obligation to, provide you with advance notice of such account access. Should any disruption to your account occur, your sole remedy is limited to makegoods or a reduction in fees proportionate to the impact of the disruption, as determined in Walmart's sole discretion.

(d) Authorized Users. Subject to Company consent (which Walmart may grant or withdraw at any time in Walmart's sole discretion) and through the means as determined solely by us, you may authorize Authorized Users to access or use the Services on your behalf through an application program interface or other means as Walmart may designate from time to time. You will require each of your Authorized Users and service providers (if any), to be bound by all of the conditions and restrictions of this Agreement. All restrictions on your access and/or use of the Services include access and/or use of the Services by your Authorized Users and service provider(s) (if any). You will remain solely responsible and liable for (and Walmart has no responsibility to you or to any third party for) all acts and omissions (including any loss or damage that Walmart may suffer) of your Authorized Users, and your employees, contractors, service provider(s), and any other persons who may have access to the Services through you (whether or not such access is authorized by you or by Walmart), including any breaches of this Agreement. Any act or omission by your Authorized Users or service provider(s) amounting to a breach of this Agreement will be deemed a breach by you. Except as set forth in this Section, all license rights (under any applicable Intellectual Property Right) granted to you by Company are not sublicensable, transferable, or assignable. If Walmart provides you with unique login credentials for your Authorized Users or anyone else authorized to access the Services, you are responsible for all activity that occurs under the credentials associated with your account and credentials may not be shared. You must timely notify Walmart if an account should be disabled for any reason (e.g. due to termination of an employee or if access to the Services is no longer required of an employee). Accounts designated as admin accounts may directly create and remove Authorized User accounts within the Walmart Connect Ad Center platform or you may contact Walmart to request Authorized User accounts be created or removed.

(e) Changes to Services. Walmart reserves the right to modify or discontinue all or any portion of the Sites or the Services (or any portion thereof or functionality therein) for any or no reason, including modifications to the size, placement or other features of the advertising inventory offered through the Services, and Walmart bears no responsibility or liability for such changes. Notwithstanding the

foregoing, Walmart may, as your sole remedy and in its sole discretion, offer a makegood to you upon your request if Walmart makes a subsequent material modification to the size, placement or other feature of line items you have already confirmed. Walmart may at any time in its sole discretion and at any time without notice to you (i) re-design, modify, discontinue offering, or restrict access to any or all aspects of the Sites and the Services, (ii) remove you from the Sites or Services or suspend, reject, or remove any of Your Materials or Your Ads without notice, including the blocking or removing advertiser accounts and individual user accounts. Walmart reserves the right to release subsequent versions of the Services (or any portion thereof) and to require you to use the most recent version thereof, and it is your responsibility to ensure, at your own cost, that your access to and use of the Services is compatible with Walmart's then-current requirements. Without limiting the generality of the foregoing, Walmart may limit the availability of the Services to any geographical area or any language and make backwards incompatible changes to the Services. You acknowledge that Walmart and any of its Affiliates may participate in the Services to market any of Walmart's or its Affiliates' products and services.

(f) Monitoring; Enforcement of Terms. Walmart has the sole right (but not the obligation) and discretion to monitor your usage of the Service to verify compliance with this Agreement. Walmart may take enforcement actions against you if Walmart determines in its sole judgment that you or any of your Authorized Users (i) violate this Agreement, (ii) abuse the Sites, Services or the policies that govern use of the Sites and Services; (iii) have a security deficiency, or (iv) may otherwise threaten or damage the reputation of any Walmart Party. Enforcement actions include, without limitation and as appropriate: (1) disabling, removing, suspending or restricting your or your Authorized Users' access to the Sites and/or the Services at the advertiser level and individual user level; (2) terminating some or all of Walmart's agreements with you; and (3) performing any other action as Walmart in its reasonable discretion deems appropriate. Walmart will use commercially reasonable efforts to provide appropriate notice to you in connection with any enforcement actions that it takes. In the event Walmart suspends or disables access to an account, any scheduled media associated with that account will be subject to cancellation.

(g) Automated Rules. The Services may allow you to set automated rules to increase or decrease bids and budgets associated with your campaigns. By setting automated rules for your campaigns, you authorize Company to modify your campaigns in connection with those rules and to charge you the associated fees incurred as result of implementing those rules. You remain responsible for your campaigns and Company makes no representations that use of the automated rules will result in any particular campaign outcome or performance.

5. Grant of Rights and Restrictions

(a) Access License. Subject to and conditioned on your compliance with this Agreement, Walmart hereby grants to you, under Walmart's Intellectual Property rights in and to Company Services, a limited, revocable, non transferable, non-assignable, non-sublicensable, and non-exclusive license during the Term to use and access the Services solely to the extent necessary to advertise on [Walmart.ca](https://www.walmart.ca) and the Walmart mobile application by creating and managing campaigns, onboarding SKUs to be sponsored or displayed, building creative assets, and tracking performance reporting in Canada ("**Approved Purposes**"). Use of the Services by you for purposes other than the Approved Purposes requires Walmart's prior written consent which may be withheld or later

withdrawn in Walmart's sole discretion. Except with respect to authorized access via a Company approved or provided API, any access to the Services through automated means, including, without limitation, scraping, using software, bots or any other tool is prohibited.