Walmart.com Terms of Use

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1. INTRODUCTION

Welcome to the family of websites provided by Wal-Mart.com USA, LLC and Wal-Mart Stores, Inc (collectively, "Walmart"). This Agreement applies to all of the websites where it is posted (collectively "Walmart Sites"). By using one of the Walmart Sites, you accept this Agreement and certify that you are above the age of majority in your jurisdiction. Additional terms and conditions apply to some services offered on the Walmart Sites and may be found at the place where the relevant service is offered.

We may change the terms of this Agreement from time to time. By continuing to use any of the Walmart Sites after we post any such changes, you accept this Agreement, as modified.

2. USE OF THE WALMART SITES

You certify that the information you provide on the Walmart Sites is accurate and complete. You will be responsible for the confidentiality of your password and for all statements made and acts or omissions that occur on your account. If you believe someone has used your password or account without your authorization, you must notify Walmart immediately. Your account may also be restricted or terminated for any reason, at our sole discretion. We may also change, restrict access to, suspend, or discontinue the Walmart Sites, or any portion of the Walmart Sites, at any time without notice.

Walmart and its affiliates have no liability to you for content on the Walmart Sites that you find offensive, indecent, or objectionable. Certain videos, movies, TV programs, video games, and computer games are labeled with age restrictions and may be intended for mature audiences only. By ordering an age restricted item, you certify that you satisfy the age restrictions.
We sell products for children to use; however, these products are intended for selling to adults. If you are under the age of majority in your jurisdiction, you may use the Walmart Sites only with involvement of a parent or guardian. Individuals may use the Walmart Sites to create gift or wish lists for individuals, including children under the age of 13 by making product selections for the child; additional personally identifiable information about the child should not be provided.

You are prohibited from:

- Violating or attempting to violate the security of the Walmart Sites;
- Using any device, software, or routine to interfere or attempt to interfere with the proper working of the Walmart Sites;
- Using or attempting to use any engine, software, tool, agent or other device or mechanism (except search engines provided by Walmart or other third party web browsers) to navigate or search the Walmart Sites.

3. CONTENT SUBMISSION

Walmart allows users to submit and share comments, feedback, submissions, suggestions, questions, reviews, and other content through the Walmart Sites ("Content"). Content should be written in English.

By submitting Content, you warrant that (1) you are the sole author and owner of the Content; (2) you are at least 18 years old or if you are under the age of 18, you are at least 13 years old and your submission has been made under the supervision of a parent or legal guardian who agrees to be bound by this Agreement; and (3) use of any Content you supply will not violate any term of this Agreement and will not cause injury to any person or entity.

A. License Grant for Submitted Content

If you make any submission to the Walmart Sites, you automatically grant, or warrant that the owner of such content has expressly granted Walmart, a royalty-free, perpetual, irrevocable, worldwide, unlimited, non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content materially in any media or medium, or any form, format, or forum now known or hereafter developed. Walmart may sublicense its rights through multiple tiers of sublicensees. You should not submit any Content to us that you do not wish to license to us. Walmart is and shall be under no obligation (1) to maintain any Content in confidence; (2) to pay any compensation for any Content; or (3) to respond to any user Content. You grant Walmart the right to use the name that you submit in connection with any Content.

B. Prohibited Content

You represent and warrant that you will not submit the following Content:

a) Content that is false, inaccurate, or misleading;
b) Content that contains your full name(s), or any other confidential identifiable information of yourself or others;
c) Content that violates any local, state, federal, or international laws;
d) Content that infringes on the rights of others, including patents, copyrights, trademarks, trade secrets, publicity or privacy rights;
e) Content that is 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;
f) Advertisements, solicitations or spam links to other websites or individuals, without prior written permission from Walmart;
g) Chain letters or pyramid schemes;
h) Content that impersonates another business, person or entity, including Walmart, its related entities, employees and agents;
i) Content that contains viruses or other harmful computer code;
j) Content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
k) Content that you were compensated or granted any compensation by any third party unless otherwise authorized by Walmart in writing; or
l) Content that violates any policy posted on the Walmart Sites, or interferes with the use of the Walmart Sites by others.

http://help.walmart.com/app/answers/detail/a_id/8

05/28/2014
Although Walmart cannot monitor all Content, you understand that Walmart shall have the right, but not the obligation, to monitor the Content of the Walmart Sites to determine compliance with this Agreement and any other operating rules that may be established by Walmart from time to time. Walmart shall have the right, in its sole discretion, to edit, move, delete, or refuse to post any Content submitted, to or posted on, the Walmart Sites for any reason, including violation of this Agreement, whether for legal or other reasons. Notwithstanding this right of ours, you are solely responsible for any Content you submit and you agree to indemnify Walmart and its affiliates for all claims resulting from any Content you submit.

4. THIRD PARTY SITES

References on Walmart Sites to any names, marks, products, or services of third parties, or links to third-party sites or information are not an endorsement, sponsorship, or recommendation of the third party, its information, products, or services. Walmart is not responsible for the content of any third party linked site or any link contained in a linked site. Your use of a third-party site linked from a Walmart Site is at your own risk and will be governed by such third party's terms and policies.

5. ORDER ACCEPTANCE AND BILLING

All billing information provided must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of this Agreement and may result in order cancellation. Prior to accepting your order we may also request additional information from you. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. Walmart may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you, however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s). You will not be charged for most orders until the order has shipped. Some other exceptions when you will be charged at the time your order is placed are: (i) orders or pre-orders paid for with a Gift Card, eGift Card or PayPal account, and (ii) orders paid using the in-store "Cash" payment method.

Walmart reserves the right to limit the quantity of items purchased per person, per household or per order for any reason. These restrictions may apply to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. We will notify customer should such limits be applied. Walmart also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of this Agreement, reselling shall be defined as purchasing or intending to purchase any product(s) from Walmart for the purpose of reselling in a commercial sale of that same product(s) with a third party.

6. PRICING INFORMATION

Walmart cannot confirm the price of an item until after your order is placed. Pricing errors may occur on the Walmart Sites or through Walmart Marketplace retailers. Walmart reserves the right to cancel any orders containing pricing errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Walmart. Walmart may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the Walmart Sites or from prices available in Walmart stores or on Walmart mobile applications (pricing and availability remain subject to confirmation at checkout for mobile users).
It is important to note the following: (i) our physical stores do not honor internet prices or competitor advertisements from outside of a physical store's local trade territory; and (ii) our Walmart.com e-commerce site does not price match with any other online or offline retailer.

7. PROMOTIONAL CODES

Promotional codes are limited in nature and may expire or discontinue with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise offered. They are not redeemable for cash and are subject to cancellation or change at any time for any reason.

8. SHIPPING AND DELIVERY

Delivery of items purchased from the Walmart Sites to addresses outside the United States is limited. Some items also have restricted delivery within the United States. For delivery restrictions, please review the following page:
https://www.walmart.com/help/ context/GetGuide?modId=2112946. Items purchased through the Walmart Sites (excluding items ordered from Walmart To Go). Some items are available for pick up at physical store locations. Delivery times are determined based on the method of shipping chosen when items are purchased and the destination of the items.

9. INFORMATION PROVIDED ON THE WALMART SITES

Walmart and our customers post a variety of material on the Walmart Sites including without limitation, merchandise information, product descriptions, reviews, comments, health and prescription information, and In Store Now information (collectively, "Materials"). The Materials that appear on the Walmart Sites are for educational and informational purposes only. Despite our efforts to provide useful and accurate information, errors may appear from time to time. Before you act on information you have found on the Walmart Sites, you should confirm any facts that are important to your decision. Walmart and its Information providers make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of the information on the Walmart Sites. Walmart is not responsible for, and cannot guarantee the performance of, goods and services provided by our advertisers or others to whose sites we link. Product information contained on the Walmart Sites may be different from information contained on the product materials due to manufacturer changes. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return).

No health, wellness, prescription or pharmaceutical information is intended to substitute for the diagnosis, treatment and advice of a medical professional and this information does not cover all possible uses, precautions, side effects and interactions and should not be construed to indicate that any drug is safe for you. Consult the product information (including package inserts) regarding dosage, precautions, warnings, and interactions and your medical professional for guidance before using any prescription or over the counter drug.

WALMART, ITS AFFILIATES, AND AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS LOCATED ON ANY OF THE WALMART SITES.

10. GIFT CARDS

The risk of loss and title to such gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable. For full terms and conditions related to gift cards, please see http://help.walmart.com/app/answers/detail/a_id/5721/gift-card-terms-and-conditions.

11. EXPORT POLICY

You acknowledge that some goods licensed or sold on the Walmart Sites are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and
regulations of the country in which the products are manufactured and/or received and agree to comply with all applicable laws. By purchasing, downloading or using technology or software from the Walmart Sites, you agree to abide by the applicable laws, rules and regulations and you agree, represent and warrant that no Walmart Materials will be accessed from, downloaded in, released in, carried to transferred to, transshipped through, exported to, or re-exported to any restricted territory (or national resident thereof), any person, entity or organization on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List, or otherwise in violation of law.

12. INTELLECTUAL PROPERTY

All copyrights, trademarks, trade dress, other intellectual property and materials, including page headers, Images, text, illustrations, formats, logos, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials (collectively, the "IP") are owned, controlled or licensed by Walmart, one of its affiliates or by third parties who have licensed their materials to Walmart and are protected by U.S. and International trademark and copyright laws. You may access, view, download, and print the IP and all other materials displayed on the Walmart Sites for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark or other proprietary designations contained on all IP; (2) do not modify or alter the IP in any way; and (3) do not provide or make available the IP to any third party in a commercial manner. No license, right, title, or interest in any materials or software is transferred to you as a result of your use of the Walmart Sites or your accessing, viewing, downloading, or printing of the IP. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of the IP in any way, in whole or in part, of any of the IP, the Walmart Sites or any related software. All software used on the Walmart Sites is the property of Walmart or its suppliers and protected by U.S. and International copyright laws. The IP and software on the Walmart Sites may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the IP on this Site is strictly prohibited. The compilation (meaning the collection, arrangement, and assembly) of all IP on the Walmart Sites is the exclusive property of Walmart and is also protected by U.S. and International copyright laws.

Walmart, Wal-Mart, the Walmart.com names and logos, and all other graphics, logos, page headers, button icons, scripts, and service names included in or made available through any of the Walmart Sites are trademarks or trade dress of Walmart in the U.S. and other countries. All other marks are the property of their respective companies.

13. TERMS APPLICABLE TO WALMART MARKETPLACE.

By purchasing a product from any of our Marketplace Retailers, you acknowledge that all Marketplace orders will be fulfilled by the third party Marketplace Retailer and not Walmart. The Marketplace Retailer will be responsible for all processing, shipping, returns, and customer service related to your Marketplace order. Products purchased from a Marketplace Retailer can only be returned to that Marketplace Retailer in accordance with its return policy and cannot be returned to Walmart stores or Walmart.com. Each Marketplace Retailer's shipping, information, return policy, customer service information, and Marketplace Privacy Policy can be found on that Marketplace Retailer's Retailer Information page.

For other terms that apply to Walmart Marketplace, including important notices and disclosures, see About Marketplace at http://help.walmart.com/walmartagreement/detail/a_id/155/bw/marketplace

14. TERMS APPLICABLE TO WALMART TO GO

A. Walmart To Go Orders

Once you have placed an order on the Walmart To Go site we will send you an order acknowledgment by email setting out what you have ordered. This is not an order confirmation or acceptance from us. There is a minimum order value, which may change from time to time. In addition to the price of goods, a delivery charge as shown at checkout will also
be payable by you. All prices quoted are exclusive of tax and you will see estimated taxes and fees when you place the order. The final taxes and fees will be calculated on the day your order is picked and delivered. In the event your order must be fulfilled using products of different weight or volume than what you ordered, you will be charged only for the actual weight or volume delivered.

You can cancel or amend your order at any time by calling the Walmart To Go Contact Center at 1-800-924-9206. Due to shipment and delivery times, there are limitations on when changes or cancellations to orders can be made. In San Jose, California, changes or cancellations for orders arriving by New Day delivery must be submitted by 10:00 pm Pacific Time ("PT") the day prior to delivery and changes or cancellations for same day delivery must be submitted by 8:00 am PT the day of delivery. In all other locations, order changes or cancellations for same day delivery must be submitted by 12:00 pm PT the day of delivery.

Walmart may provide you with a refund in certain circumstances. If you are not satisfied with your order, please contact the Walmart To Go Contact Center at 1-800-924-9206.

In order to be eligible for a refund, you must:

- Contact the Walmart To Go Contact Center within seven (7) days of date on which you received your order;
- Store the received items in the manner appropriate to the type of goods (e.g., keep chilled items chilled, frozen item frozen etc.); and
- Return the cancelled items to us in the same condition as they were delivered to you.

Walmart will not provide you a refund for certain goods which by nature cannot be returned. Such items include items which cannot be resold for health and hygiene reasons once unwrapped (for example body jewelry, mattresses, bedding, certain items of clothing, personal grooming products, medicines, and certain baby products etc.).

Notwithstanding the foregoing, all refunds will be subject to Walmart's discretion.

B. Walmart To Go Pre-Authorization Procedure

For your protection and security, and in order to verify your payment card details provided, we will contact your card issuer on the day you place your order to request a pre-authorization of either $0.00 or $1.00. We will verify your card for this amount each time you amend your order. This pre-authorization is NOT a charge to your card and will not be billed to you. Your card issuer may hold this amount for a short period, but this will never be taken from your account. On the evening before delivery we will request another pre-authorization for the full order amount in addition to this amount pre-authorization. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction. You will only be charged for items once they are delivered. In a small number of cases, some card issuers may hold the full pre-authorization amount for a limited time (usually 3-10 days).

C. Walmart To Go Delivery

We aim to deliver your goods within the delivery window you selected when placing your order, but do not guarantee that goods will be delivered on or by a certain date. Walmart will not be liable for delivering the goods outside of the requested delivery slot or failing to deliver all or any of the goods in your order.

We can only deliver to an address stored in your address book in your account on the Walmart To Go Site.

D. Walmart To Go Pricing

Pricing for Walmart To Go items will be the same prices as if you shopped in the store that packs and delivers the items. If an item's price changes between the time you place your order and the day your order is packed for delivery, we will change you the lower price. If you have chosen to allow substitutions for your order, and substitutions are made, you will also be charged for the lower priced item. Please note that due to differences in distribution, regional competition, and other factors, prices may vary between stores, and the prices you see online will not match all stores, only the store where your order is packed. Walmart To Go does not match prices from other online or physical
E. Walmart To Go eVouchers

eVouchers are valid only on shopping orders placed on the Walmart To Go site, subject to the terms of this section. Your use of an eVoucher indicates your agreement to be bound by these eVoucher terms and any eVoucher terms on the eVoucher itself (collectively, the "eVoucher Terms"). Walmart will only honor an eVoucher if it is used in accordance with the eVoucher Terms.

eVouchers that have not been issued by Walmart cannot be used on the Walmart To Go Site and eVouchers cannot be used in Walmart physical stores. eVouchers that have been issued by Walmart are, and shall remain, the property of Walmart and are not transferable, cannot be resold, and have no cash alternative unless otherwise stated.

eVouchers can be added to your Walmart To Go account by entering the code at checkout or in the Promotions eVouchers section in your Walmart To Go account. To apply an eVoucher to your order you must select it in the promotions section at checkout. Use of an eVoucher may be subject to you providing proof of entitlement to use the eVoucher.

All eVouchers have an expiration date. After the expiration date, the eVoucher will be removed from your Walmart To Go account.

eVoucher value(s) may be adjusted if the total discount value is greater than the value of your order.

Walmart reserves the right to withdraw or cancel any of its eVouchers at any time, either as a whole, or for specific goods or delivery areas. If this happens, then the eVouchers may not be used for any orders placed after the date of withdrawal or cancellation. Walmart reserves the right to reject or cancel the use of an eVoucher where fraud or illegal misuse is suspected. You will have no claim against Walmart in respect of such rejection or cancellation of an eVoucher. Walmart shall not be liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any eVoucher or any failure or inability of a customer to use an eVoucher for any reason.

No eVoucher may be copied, reproduced, published, or distributed directly or indirectly in any form for use by anyone other than the original recipient.

By using an eVoucher, you warrant that you are the duly authorized recipient of it.

15. COLORS

We have made significant efforts to accurately display the colors of products that appear on the Walmart Sites. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish.

16. PRIVACY

You acknowledge that any personal information that you provide through the Walmart Sites will be used by Walmart in accordance with Walmart's Privacy Policy at https://corporate.walmart.com/privacy-security/walmart-privacy-policy, the terms of which are incorporated here by this reference. If you purchase an item on Walmart.com sold by a Marketplace Retailer, Walmart shares certain information with that Marketplace Retailer to permit the Marketplace Retailer to fulfill and ship your order, process returns, and provide customer service. Walmart requires Marketplace Retailers to keep your information secure and use it only in accordance with the Marketplace Retailer's Marketplace Privacy Policy which can be found on that Marketplace Retailer's Retailer Information page.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Walmart and its affiliates from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the Walmart Sites or any
18. TERMINATION

This Agreement is effective unless and until terminated by either you or Walmart. You may terminate this Agreement at any time, provided that you discontinue any further use of the Walmart Sites. Walmart may also terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you a right to the Walmart Sites, if in Walmart's sole discretion you fail to comply with any term or provision of this Agreement. Upon any termination of this Agreement by either you or Walmart, you must promptly destroy all materials downloaded or otherwise obtained from the Walmart Sites, as well as all copies of such materials, whether made under this Agreement or otherwise. The following sections shall survive any termination of this Agreement: "Use of the Walmart Sites," "Content Submission," "Order Acceptance and Billing," "Pricing Information," "Information Provided on the Walmart Sites," "Export Policy," "Intellectual Property," "Indemnification," "Termination," "Disclaimer," "Limitation of Liability," "Privacy," and "General.

19. DISCLAIMER

THIS SITE IS PROVIDED BY WALMART ON AN "AS IS" AND "AS AVAILABLE" BASIS. WALMART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WALMART SITES OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WALMART SITES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WALMART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WALMART DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THE WALMART SITES. YOU ACKNOWLEDGE, BY YOUR USE OF THE WALMART SITES, THAT YOUR USE OF THE WALMART SITES IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

20. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL WALMART OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE WALMART SITES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF WALMART HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT WILL WALMART BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE WALMART SITES DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

21. GENERAL

This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. Headings used in this Agreement are for reference purposes only and in no way define or limit the scope of the section. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of Walmart to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Walmart's rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under [California Law]. Any action or proceeding arising out of or related to this Agreement or your use of the Walmart Sites must
be brought in the state or federal courts of California and you consent to the exclusive personal jurisdiction of such courts.

22. PROCEDURE FOR MAKING A CLAIM OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Walmart Sites in a way that constitutes copyright infringement, please see our DMCA Procedure for instructions on how to contact us to report possible copyright infringement.

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OFFICE OF THE GENERAL COUNSEL
MUSC/MUHA

- APPROVED AS TO FORM -

By: [Signature]
Date: 6-2-14