### **Terms and Conditions**

#### ACCESS TO RETAIL LINK

Access to the Retail Link site may be granted to a Vendor Company by Wal-Mart Stores, Inc., upon completion of the following:

- The <u>Retail Link Agreement</u> must be signed and dated by an officer of the Vendor Company, and returned to the Retail Link Rollout Team. **NOTE: NO** changes to the Retail Link Agreement will be allowed.
- 2. A direct employee of Vendor Company must be appointed to act as Site Administrator, as defined in <u>Responsibilities of Site Administrator</u>.

#### ACCESS RESTRICTED, ACCEPTANCE OF TERMS

Access to Retail Link is restricted to persons authorized by approved participating Companies. Accessing the system acknowledges authorization to do so, authorization to contractually bind the Company, and the user's agreement to contract electronically.

Accessing the system acknowledges review and acceptance of these Terms of Use.

# RECOURSE IN THE EVENT OF BREACH OF THE RETAIL LINK AGREEMENT

Your Retail Link Agreement is a legally binding contract between your company and Wal-Mart Stores, Inc. Breach of any of the terms of this agreement may result in the nullification of the Agreement, revocation of access to Retail Link, and the possibility of legal action.

#### COMPANY DIRECTION ON OUTSOURCING DATA

Please review the <u>Third Party Vendor Policy</u>, dated September 28, 2000, which is incorporated herein by reference. In essence, that policy stipulates the following:

Effective immediately, any Wal-Mart vendor who is identified as providing their userid/password to a third party or in any way outsourcing their Retail link responsibilities to a third party will have their access and privileges to view our data about their products terminated.

## NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEBSITE

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In addition, Company agrees not to make any public announcement regarding the existence of this Agreement or its terms.

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#### HARDWARE AND SOFTWARE REQUIREMENTS

This system is best used with Microsoft Internet Explorer browser 5.5 and newer.

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Contact Wal-Mart Stores, Inc., with questions or problems with this service.

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