

# Walgreens Developer Program and Portal

## TERMS OF USE AND API LICENSE AGREEMENT

[<https://developer.walgreens.com>]

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**PLEASE NOTE THAT THIS AGREEMENT APPLIES ONLY TO THE WALGREENS DEVELOPER PROGRAM. THE RELEVANT TERMS OF USE FOR YOUR PARTICIPATION IN THE WALGREENS STEPS PROGRAM AND ACCESS TO THE STEPS PROGRAM API ARE SPECIFIED IN THE STEPS PROGRAM API LICENSE AGREEMENT (“STEPS AGREEMENT”) LOCATED AT [HTTPS://DEVELOPER.WALGREENS.COM/SITES/ALL/FILES/TERMSOFUSE/TERMSOFUSE2.PDF](https://developer.walgreens.com/sites/all/files/termsfuse/termsfuse2.pdf). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE STEPS AGREEMENT, THE STEPS AGREEMENT SHALL CONTROL WITH RESPECT TO THE WALGREENS STEPS PROGRAM, AND THE API AND CONTENT SUBJECT THEREOF.**

By participating in the Walgreens Developer Program, accessing the Walgreens Developer Portal, or utilizing Walgreens Features or Content, as such terms are defined herein, You and any entity, person, or company that You represent or act as agent thereof (collectively “Developer”, “You” or “Your”) agree to be bound by these terms of use and all referenced terms and policies (collectively, “Terms of Use”). These Terms of Use set out the legally binding terms with respect to Your participation in the Program, access and use of the Portal, and use of any Features and Content provided or made available. Please read these Terms of Use carefully. Your access to and use of the Portal constitutes Your acceptance of all the provisions of these Terms of Use. IF YOU DISAGREE WITH OR ARE UNWILLING TO BE BOUND BY THESE TERMS OF USE, YOU SHOULD NOT ACCESS OR USE THE PORTAL AND WALGREENS DOES NOT GRANT YOU ANY LICENSE TO USE THE PORTAL OR ANY FEATURES OR CONTENT FROM THE PORTAL.

“Walgreens”, “We”, or “Us” shall mean Walgreen Co., on behalf of itself and its affiliates. “Features” include Walgreens application programming interface (“API”) offerings, Walgreens software development kits (“SDK”), transactional Walgreens websites, available Walgreens services, and any other materials, tools, and systems provided or made available to You as part of the Walgreens Developer Program. “Content” includes any information, data, material, or content provided or made available through or by use of a Feature or otherwise from interaction with Walgreens or a Walgreens Website. “Application” shall refer to any application, website, interface, or other communication method You develop or use to interact with Walgreens as part of the Walgreens Developer Program, including access through the Portal or any Feature, or any use of a Feature or Content. “Walgreens Sites” shall refer to Walgreens.com and all affiliated websites that are operated by or on behalf of Walgreens or its affiliates.

### **1. ELIGIBILITY AND AUTHORIZATION**

Participation in the Program is not targeted towards, nor intended for use by, anyone under the age of 18. By participating in the Program, You represent and warrant that You are 18 years of age or older. If You are not at least 18 years of age, do not access, use or register on the Portal. In the event We become aware You are under 18, We will terminate Your registration. By accepting access to or use of the Portal or any of its features, You are representing and warranting that You have the authority to bind any entity, person, or company You represent or act as agent for such party’s use of the Portal and its features by Your actions.

### **2. PURPOSE**

Participation in the Walgreens Developer Program (“Program”) will allow You to incorporate certain Features into Your existing Applications or create new Applications that will be able to interact with

Walgreens and Walgreens Sites for access to and use of various Walgreens services and content by You and Your end users (collectively "Your Users"). The Purpose of the Walgreens Developer Portal ("Portal") is to provide You with access to various Features and Content that Walgreens makes available for You to be able to use for Your own use and the use by Your Users subject to the terms of these Terms of Use and such additional terms specific to a Feature or Content, as may be further set forth as a condition to use such Feature or Content, and shall be binding with respect to the use of such Features and Content.

### **3. DEVELOPER REGISTRATION**

In order to participate in the Program, access the Portal, and utilize Walgreens Features, You are required to register and establish user identification with a password ("Registration Information"), and for certain uses, You may be provided and required to use confidential security keys or identifiers ("Keys"). You agree to provide Us with accurate and complete Registration Information, and to inform Us immediately of any updates or other changes to such information. For example, You may not: (i) enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or (ii) use as Registration Information a name subject to any rights of a person other than Yourself without appropriate authorization. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Use, which may result in immediate termination of Your account. In addition, We reserve the right to refuse registration of, or cancel a Key in our discretion. Additional registrations and agreement to specific terms may be required for certain options with the Program.

### **4. SECURITY**

*You shall be responsible for maintaining the confidentiality of Your Registration Information, and You are fully responsible for all activities that occur pursuant to access with Your Registration Information and the Keys provided, whether or not You authorize such activities. You agree to immediately notify Us of any unauthorized use of Your Registration Information or Keys provided of which You become aware. Notice of unauthorized use will not relieve You of responsibility for activities that occur as a result of such unauthorized use.*

#### **a. Security incidents and response**

Notwithstanding any other legal obligations You may have, You agree to immediately notify Walgreens by email upon Your discovery of any incident of a security breach or possible compromise of systems or security mechanisms relating to Walgreens or in any way possibly impacting Walgreens. You agree to use commercially reasonable efforts to notify Walgreens of Your detection of such an incident within forty-eight (48) hours of detection.

#### **b. Security precautions**

You agree to adhere at all times to reasonable security practices and best practices, as specified in current industry literature on topics relevant to Your interaction with Walgreens.

#### **c. Security Requirements**

As a user of the Walgreens Portal, Features, and participation in the Program You shall not violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "system") related to the Program, the Portal, or Walgreens.

Prohibited activities include:

- i. Unauthorized access or use of any Feature, or breach of any security or authentication measures used by the Portal or a Features.

- ii. Interception or monitoring of data or traffic on a system or with a Feature without authority or permission.
- iii. Falsification of origin, forging tcp-ip packet headers, e-mail headers, or any part of a message describing its origin or route.
- v. Monitoring or crawling of a system or Feature either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective, including the use of flooding techniques.

## **5. MODIFICATIONS.**

### **a. Changes to the Terms of Use**

We reserve the right to and may amend these Terms of Use from time to time at any time, for any reason and without prior notice. Except as otherwise provided herein, all amended terms will be effective thirty days after they are posted. Therefore, We recommend that You read these Terms of Use carefully each time You use the Portal or Features. Your participation in the Program, use of the Portal or any Features after the effective date will constitute Your acceptance of the amended terms. If You do not wish to be bound by amended terms, You must terminate Your participation in the Program, use of the Portal and any of its features.

### **b. Changes to the Program, Portal or Features**

You agree and understand that the Program, the Portal, including any and all Features available via the Portal may be modified by Us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new Features, enhancements, or modifications to the Program, the Portal or any Features implemented after Your initial access to the Portal shall be subject to the Terms of Use in effect at the time. Modifications may affect Your Application and may require changes to Your Application, which shall be at Your sole cost to maintain and continue compatibility and functionality with a Feature, the Program, the Portal, or Walgreens Sites.

## **6. USE OF THE PORTAL, FEATURES, AND CONTENT**

### **a. Applications**

You may participate in the Program, use the Portal solely for the purpose of facilitating Your use and Your User's use of Walgreens Sites or Features, or interactions with Walgreens. Use of Walgreens Sites and Features shall be subject to the applicable terms of use on Walgreens.com and any additional terms of use or policies applicable to the Feature or type of use. You may develop, display, or distribute Applications that interact with the Features, provided such Applications comply with all requirements. Subject to these Terms of Use and compliance with a requirements, restrictions, and policies herein or incorporated by reference, Walgreens grants You a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted herein) limited license to use the Features to:

- Use an SDK, API, or other tools to develop an Application or incorporate a Feature into an Application of Yours for interaction with Walgreens or facilitating Your Users to interact with Walgreens.
- Enable Your Application to interact with the Features to retrieve Content necessary to facilitate Your own or Your Users use of Walgreens Sites and interaction with Walgreens;
- Make limited intermediate copies of Content only as necessary to perform activity permitted under the Agreement or for the benefit of Walgreens in its interactions with You or Your Users;
- Rearrange, reorganize, or otherwise represent Content within Your Application to enhance Your use or Your User's use of the Content to improve interactions with Walgreens by You and Your

Users, provided such use is consistent with these Terms of Use and applicable requirements (e.g. trademark usage);

- Display Content consistent with these Terms of Use and applicable restrictions and policies for the specific Content, which may include limitations on display solely to the user related to the content.

#### **b. Trademarks**

Walgreen grants You a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted herein) limited license to display certain trade names, trademarks, service marks, and logos of Walgreens in compliance with requirements for such usage, which may be incorporated in the applicable Feature or otherwise made available through the Program, the Portal or on Walgreens Sites with specifications for use. Any variance from authorized use or as made available and used pursuant to specified requirements shall be subject to Walgreens review and final approval over format, placement and use. Walgreens may terminate or modify this license or applicable requirements for branding usage at any time for any reason.

To the extent branding or attribution is required and provided as part of any Feature, such branding or attribution shall not be altered, obscured, removed, or otherwise modified.

- Branding and attribution requirements, if applicable, will be documented within the “Overview” section of each Feature on the Walgreens Developer Portal.
- Any documented attribution and utilization of open source libraries within the Walgreens Features should also be appropriately attributed within Your Application.

#### **c. Content**

Use and display of Content is permitted only in connection with Walgreens or a Feature for interaction with Walgreens or a Walgreens Website by You or Your Users in accordance with the following, subject to the applicable Restrictions on Rights to Use contained in these Terms of Use:

- Public Content, which is any information provided through the Portal or a Feature that is also accessible publically on a Walgreens Website without any registrations or password restricted access, such as store location and product information, which may be use, reproduced, and displayed to promote Walgreens or products as available at Walgreens in connection with Your Applications, provided that the public Content used is consistent with the public information available on Walgreens Websites at time is use a display. Public Content does not include third party material published on a Walgreens Website, which has identification of such third party and a statement on rights and restrictions of use.
- End user-specific Content may be used, reproduced, and displayed only for the benefit of and to the applicable individual user, or pursuant to the direction and consent as provided by the user for their information, which specifically identifies the use and complies with all applicable laws.
- Content will be used in compliance with all applicable privacy policies, terms of use, and restrictions as published on Walgreens Websites related to the Content used. You will maintain and not obscure, remove, or alter, any notices or links to policies or terms that are included or provided with any Content when using, reproducing, or displaying the Content.
- Unless expressly permitted by Walgreens, You will not frame (divide the browser display area into separate sections, each of which constitutes a different web page) any web page provided by Walgreens.

**d. Protecting User Privacy**

- Your participation in the Program and Your use of the Portal and Features may allow You to collect Personal Information from and about end users. “Personal Information” is any information pertaining to a directly or indirectly identifiable individual. It may include information that You collect directly from users in connection with Your Application and information that is included in the Content, or that You otherwise receive from Walgreens about Your Users.
  - You will delete Personal Information when it is no longer necessary for Your performance generally or for Your Users, and specifically when You cease to participate in the Program. This provision does not apply to information You collect directly from Your Users, unrelated to Walgreens.
  - You will not under any circumstances collect or store Walgreens user IDs and passwords.
- At all times, Your Application and Your use of the Portal, Features, and Content will comply with all applicable laws, regulations and best practices concerning privacy, data protection, and user identity.
- To the extent You receive Personal Information about Your Users, either directly from Your Users or from Walgreens, Your collection and use of that information will be only as authorized by Your Users and will comply with Your privacy policy. Your privacy policy and Your privacy practices will comply with applicable laws.
- You will not use Personal Information from Your Users or users from Walgreens to send or enable sending of unsolicited communications of any type.

**7. RESTRICTIONS ON RIGHTS TO USE**

**a. General**

Without limiting the generality of any other provisions of these Terms of Use, You agree You shall not (and You agree not to allow any other individual or entity to):

- distribute, publish, or allow access or linking to the Portal or Features from any location or source other than Your Application.
- modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of the Portal or Features, except and to the extent expressly permitted under these Terms of Use;
- remove any copyright, trademark, attribution, or other proprietary rights notice contained in or on the Portal or Features;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Portal or Features;
- reformat or frame any portion of any Portal web pages;
- take any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on the Portal or the IT infrastructure used to operate and make the Portal available;
- transmit or upload to the Portal or Features any item containing or embodying any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Portal, any other web site, or any computer or other device or system, or the enjoyment of the Portal by any user;

- use the Portal or Features to violate the security of or to gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- use the Portal or Features, intentionally or unintentionally, to violate any applicable local, state, federal or international law; or
- submit to the Portal or Features any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Portal to transfer or store illegal material, including any material deemed threatening or obscene;
- submit to the Portal or Features any content that falsely states or implies that such content is sponsored or endorsed by us;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other users unsolicited electronic communications, such as “spam,” or otherwise interfere with other users' enjoyment of the Portal or Features;
- collect any information about other users (including usernames and/or email addresses);

#### **b. Confidentiality**

“Confidential Information” will include all non-public or otherwise restricted information available or provided to You pursuant to the Program, the Portal or any Features, including without limitation, API, Content, and Keys. You will not use or disclose Confidential Information other than as permitted by these Terms of Use. Your confidentiality obligations will survive the termination of this Agreement for three years. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that Walgreens will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. Any information provided by You to Walgreens hereunder is considered by Walgreens to be non-confidential. Walgreens has no duty, express or implied, to pay any compensation for the disclosure or use of any such information provided by You to Walgreens. You acknowledge and agree that any information You provide to Walgreens is solely to consider a business relationship under this Agreement and You have no expectation of payment.

#### **c. Publicity**

Except as expressly permitted herein or otherwise by Walgreens, You may not issue a press release, advertisement, or public statement concerning the existence of this Agreement, its contents or the transactions contemplated by it without the express written consent of Walgreens for each such event.

### **8. COPYRIGHTS**

You hereby grant Walgreens (Walgreen Co. and its affiliates, subsidiaries and subcontractors) a perpetual, universal, non-exclusive, royalty-free right to copy, display, modify, transmit, make derivative works of and distribute any information or content You provide, post, upload, disclose, or otherwise transmit to Walgreens or through the Program and/or the Portal, for the purpose of interacting with You and Your Users, subject to limitations imposed by applicable laws and regulations. You represent and warrant to Walgreens that You have the right, as owner, licensee or authorized agent to make such information and content available to Walgreens.

**You are solely responsible for any copyright violations You may incur as a result of Your activities within the Program, on the Portal or use of Your Applications.**

If You believe Your work or the work of another has been copied in a way that constitutes copyright infringement, Walgreens will take appropriate steps, at the sole discretion of Walgreens, to follow its process to respond to Your concerns and protect the intellectual property rights of third parties if it receives notice to our designated copyright agent at the address given below in accordance with the provisions required by the Digital Millennium Copyright Act, as follows:

1. a description and copy of the copyrighted work You claim has been infringed;
2. a description of where the material You claim is infringing is located on the site;
3. Your address, telephone number, and email address;
4. a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
5. a statement by you, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
6. the physical signature of the person authorized to act on behalf of the owner of the copyright interest on the document(s) comprising 4 and 5 here above and notarized.

The above Notice for claims of infringement for Content on the Service should be addressed to the Law Department at Walgreen Co. at the following street address:

Walgreen Co.  
Law Department, MS # 1425  
104 Wilmot Rd.  
Deerfield, Illinois 60015  
Attn: Intellectual Property

## **9. MONITORING AND ENFORCEMENT**

You consent and agree that Walgreens may monitor or audit Your Applications, participation in the Program, use of the Portal and any Features, use of Content and Walgreens property (including trademarks, names, logos, etc.), or other interactions with Walgreens related to the Portal, Features, or Your Applications. You agree to cooperate with any monitoring or audit, and You will not interfere with or otherwise attempt to block monitoring or audit. We reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates these Terms of Use, including without limitation, terminating any access or use of Features. In addition to any other available remedies, Walgreens may, at its sole discretion, seek specific performance, injunctive relief, or attorneys' fees.

## **10. OWNERSHIP**

As between You and Walgreens, (a) Walgreens retains all rights, title, and interest in and to all intellectual property rights embodied in or associated with the Program, the Portal, API, Content, Features, Walgreens Sites, and any and all services or property provided or made available by Walgreens including all improvements or modifications thereof, all derivative works based thereon, and the arrangement and assembly of the Portal, including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing; and (b) You or Your Users retain all rights, title and interest in and to all intellectual property rights embedded in or associated with Your Application and Your Users property, excluding any portions thereof that incorporates or is based on the aforementioned rights of Walgreens. There are no implied licenses under these Terms of Use, and any rights not expressly granted to You pursuant to these Terms of Use are reserved by Walgreens. You

agree to not take any action inconsistent with Walgreens' ownership of the Program, the Portal, APIs, Content, Walgreens Sites, or any Features.

Any trademarks, service marks, and other marks and indicators of source or origin that are displayed on the Portal or Walgreens Sites are the proprietary property of Walgreens or our respective licensors, as applicable. None of such marks may be used in connection with any other product or service, in any manner that is likely to cause confusion among consumers, or to disparage or discredit the owner of such mark or its affiliates. Any trademarks of third parties that appear on the Portal are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Us. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Portal without the express written permission of the trademark owner.

Nothing in these Terms of Use shall be deemed to grant to You or any other User any right in or to any patent, copyright, trademark, trade secret or other proprietary right of Walgreens.

#### **11. DISCLAIMER**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE PORTAL OR OF ANY CONTENT, INFORMATION, ADVICE, SERVICES, PRODUCTS, FEATURES, OR OTHER MATERIALS CONTAINED IN OR DESCRIBED ON OR THROUGH THE PROGRAM, THE PORTAL OR WALGREENS SITES, IS ENTIRELY AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND/OR USE OF THE PORTAL, INCLUDING BUT NOT LIMITED TO ANY CONTENT PROVIDED VIA THE PORTAL, AND ALL OTHER CONTENT, SERVICES, FEATURES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE PORTAL, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AND CONTENT ACCESSIBLE VIA THE PORTAL IS ACCURATE, COMPLETE OR CURRENT, AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE PORTAL, INCLUDING BUT NOT LIMITED TO USER CONTENT AND ALL OTHER CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE PORTAL. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT THE PORTAL OR THE USER CONTENT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM US OR THE PORTAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Walgreens reserves the right to refuse or cancel any requests or orders placed for information, products, or services. Walgreen further reserves the right to place conditions of the use of certain Features.

#### **12. LIMITATION ON LIABILITY**

IN NO EVENT SHALL WALGREENS OR THEIR RESPECTIVE AFFILIATES, OR THE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY OF THE FOREGOING, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, UNAVAILABILITY OF, INABILITY TO USE OR IMPROPER USE OF THE PORTAL OR ANY FEATURES, INCLUDING BUT NOT LIMITED TO ANY CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR



DESCRIBED ON THE PORTAL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ANY EVENT, WALGREENS' RESPECTIVE TOTAL MAXIMUM LIABILITY IN RESPECT OF THE PORTAL, ANY FEATURES, OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE PORTAL, IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

### **13. INDEMNITY**

You agree to indemnify, defend, and hold Walgreens and their respective affiliates, licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and against any all claims, losses, costs, damages, liabilities, judgments, and expenses, of any nature whatsoever, (including attorneys' fees and costs) (collectively "Claims") arising from or related to any (i) Your access to or use of the Portal or any Features, (ii) Your Application or the development, maintenance, use, or portion of Your Application, including but not limited to any infringement of any third-party proprietary rights, (iii) any content or information uploaded or transmitted by You or Your Users, (iv) Your use or distribution of any Content, (v) Your violation of these Terms of Use or any terms, conditions, requirements, restrictions, or policies incorporated herein or related to certain Features or Content, (vi) any use of Your ID or password by You or any third party, or (vii) the infringement or other violation by You, or any third party using Your Registration Information, ID, or password, of any intellectual property or other right of any person or entity. At Walgreens option, You will assume control of the defense and settlement of any Claim subject to indemnification by You, provided that, in such event, Walgreen may at any time thereafter elect to take control of the defense and settlement of any such Claim, and You will not settle any such Claim without Walgreens prior written consent.

### **14. LINKS TO THIRD PARTY SITES**

We may display on the Portal links to third party sites. We are not responsible for the content of such links, any products, services, or other materials relating to such linked site, or any link contained in a linked site. The display of any link does not imply endorsement by Us of the advertisement or linked site or any content therein. IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

### **15. CHOICE OF LAW, VENUE, AND DISPUTES**

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law rules. Any litigation arising out of or in connection with these web sites shall be exclusively in state or federal courts located in Cook or Lake County, Illinois. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program, Portal or these Terms of Use will be filed within one year after such claim or cause of action arose, or be forever barred.

### **16. ENTIRE AGREEMENT**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use, and You do not have any authority of any kind to bind Walgreens in any respect whatsoever. We may provide You with notices, including those regarding changes to these Terms of Use, by email, regular mail, postings on the Portal, or such other methods available to communicate with you. These Terms of Use, including any additional applicable terms incorporated herein by reference, which shall be deemed accepted by You upon Your participation in the Program and/or use of the Portal, constitute the entire agreement among You and Walgreens governing Your use of the Portal and related services. In

the case of inconsistencies between these Terms of Use and any information included in off-line materials (for example, promotional materials and mailers), these Terms of Use will always control. You may also be subject to additional terms and conditions that may apply when You use services of other parties affiliated with Walgreen Co., third-party content or third-party software. Walgreens' failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sublicensable by you, except with our prior written consent. The headings in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use include and incorporate the Privacy Policy for the Portal and any notices regarding the Portal. If any part of this Agreement is ruled to be unenforceable, then such part shall be eliminated or limited to the minimum extent necessary. The remainder of the Agreement, including any revised portion, shall remain and be in full force and effect.