Welcome to Walgreens! Please take a few minutes to read these important terms and conditions ("Terms").

I. Introduction

These Terms govern your use of the online services provided by Walgreen Co. and its affiliates ("Walgreens," "us," or "we"), including websites, mobile applications, photo services, Auto-Reorder & Save, Rx reminders, in-store wifi, Walgreens Content (as defined in Section 2), and other services ("Services"). The Services are intended for use by users that reside in the U.S. and are 18 or older (or 13 or older, with the consent and involvement of a parent or guardian). If you are not the intended audience or you object to these Terms, you may not use our Services. These Terms act as a binding agreement between you and us, and by accessing any Services in any way, you agree to be bound by all of them, including, but not limited to, **resolving disputes via binding arbitration**, conducting this transaction electronically, disclaiming warranties, damage and remedy exclusions and limitations, and a choice of **Illinois law**.

From time to time we may update the Services and these Terms, and such changes shall be applied prospectively. Your use of the Services after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. We will notify you of any material updates to the Terms. We may, in our sole discretion, and at any time, discontinue the Services or any part thereof, with or without notice, or may prevent your use of the Services with or without notice to you. You agree that you do not have any rights in the Services and that we will have no liability to you if the Services are discontinued or your ability to access the Services (including any content you may have posted) is terminated.

II. Information We Display

We own or license all content contained within the Services, including without limitation, text, images, icons, data, software, trademarks, trade dress, and User Content (as defined in Section 3) (collectively, "Walgreens Content"), and you may access and use it solely for your own personal, non-commercial shopping and information purposes. Walgreens Content may be protected by domestic and international copyright, patent, trademark, and other rights, and all rights, titles, and interests are reserved by the respective owners. Copying, publishing, broadcasting, modifying, distributing or transmitting any Walgreens Content in any way without our prior written consent is strictly prohibited.

While we work hard to provide a superior customer experience, we cannot guarantee that all Walgreens Content we display is correct, complete, or current, including product pricing, images, information, and availability.

We may display or allow users to create User Content, or link to or from third party sites and material. We do not monitor, verify, or otherwise endorse User Content or third party sites or material, and hereby disclaim all liability with respect thereto. Your use of any third party site is subject to the terms of use and privacy policies made applicable thereto by such third party. Any health-related information is provided to enhance your experience, but is not intended to constitute medical advice or diagnose, treat, cure, or prevent any medical condition. If you have questions about your health or treatment, please contact your pharmacist or other medical professional.

III. Your Actions

To ensure a positive experience for all users, you agree that you will not: (i) use or exploit the Services for any purpose that is illegal, tortuous, libelous, defamatory, false, misleading, harassing, abusive, obscene, vulgar, pornographic, intrusive on another's privacy, harmful to the interests of us or our users, or inappropriate with respect to race, gender, sexuality, ethnicity, or another intrinsic characteristic; (ii) upload, post, reproduce, distribute, transmit, transfer, or otherwise use or exploit in any way information, software, or other material protected by any intellectual property, publicity, or privacy right (including our trademarks and trade dress) without first obtaining the permission of the owner of such rights; (iii) collect or store personal data about other users; (iv) reproduce, distribute, duplicate, copy, sell, resell, decompile, modify, reverse engineer, disassemble, assign, create derivative works of, impersonate, or otherwise exploit any part of the Services (including any software we make available) for any purpose unless expressly approved by us in writing; (v) upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (vi) undertake or facilitate any effort to interrupt, modify, limit, interfere with, commercially exploit, or negatively impact the functionality of any Services, nor will you use or exploit the Services in any way other than as expressly permitted by these Terms; (vii) remove, alter, obscure, or otherwise render unintelligible any proprietary notices; and (viii) deploy or utilize any automated method of collecting content from our site, such as robots, crawlers, and scraping mechanisms (Sections (i) through (viii) collectively, "Prohibited Use"). To protect the interests of us and our users, we may monitor, modify, terminate, and disclose to third parties (including law enforcement) your use of the Services (including User Content) at any time.

You may be able to create or submit designs, photos, product reviews, written posts, and other content ("User Content"). You agree that: (i) you will not display or furnish any User Content that contains personal information about or the likeness of any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; (ii) you will not impersonate any person or organization (including us), or misrepresent an affiliation with another person or organization; and (iii) you will not post or upload any User Content that constitutes a Prohibited Use. Notwithstanding the foregoing, these Terms in no way limit your rights under the Consumer Review Fairness Act of 2016 (H.R. 5111).

By displaying, publishing, or otherwise posting any User Content on or through the Services, or by affirmatively agreeing to our online request to use your User Content (electronically or otherwise), you hereby grant us a perpetual, non-exclusive, sub-licensable (through multiple tiers), worldwide, fully-paid, royalty free license to use such User Content (including without limitation, to modify, publicly perform, publicly display, reproduce, create derivative works of, and distribute such User Content for any purpose, whether it contains a personal likeness or otherwise) in any and all media now known or hereinafter developed, without the requirement to make payment to any party or seek any third party permission or make any authorship attribution. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein, though for purposes of this Section, you waive all "moral rights" in the same. You represent and warrant that (i) you own the User Content submitted, displayed, published, provided, or posted by you on the Services, or otherwise have the right to grant the license set forth herein, and (ii) your displaying, publishing, providing, or posting of any User Content you submit, and our use thereof in accordance with these Terms, does not and will not violate applicable law or any privacy, publicity, copyright, trademark, patent, contract or any other rights of any person or entity. Notwithstanding the foregoing, you further understand and agree that you have no ownership rights to any account you may have with us, or other access to the Services or features therein. We may cancel and terminate any account or User Content at any time without notice. We assume no liability for any information removed from our Services, and reserve the right to permanently restrict access to the Services or a user account.

If the Services require you to create an account or provide personal information, you agree to submit accurate, complete information, and to update it as appropriate. You are solely responsible for the activities and security of your account, and you must notify us if you suspect any unauthorized use. We are not liable for any loss you incur as a result of someone else using your password or account, either with or without your knowledge, and are not responsible for any delay in shutting down your account after you have reported a breach of security to us.

IV. Service-Specific Terms

The Services we provide may be subject to additional policies, such as a [return policy](https://www.walgreens.com/topic/help/shophelp/returns_help_main.jsp), [gift card policy](https://www.walgreens.com/topic/help/shophelp/bulk_gift_cards_help.jsp), [myWalgreens Terms and Conditions,](https://www.walgreens.com/topic/help/generalhelp/mywalgreens-termsofuse.jsp) or other terms. You can learn more about those specific services and policies [here](https://www.walgreens.com/topic/help/default.jsp).

If you make any purchases, you represent that you and we (including our service providers) are authorized to use the information you provide (including payment method information) to carry out the transaction. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. Our acknowledgement of an order means that your order request has been received, but not that your order has been accepted or shipped or that the price or availability of an item has been confirmed. We reserve the right to change the price of an item up until the time of shipment. Title and risk of loss transfer to you upon our delivery of the order to the carrier. Notwithstanding anything to the contrary, we reserve the right to cancel or limit any orders for any reason. Prices, promotions, offers, and product availability are all subject to change without notice.

If you participate in myWalgreens program, that participation is governed by the [myWalgreens Terms and Conditions.](https://www.walgreens.com/topic/help/generalhelp/mywalgreens-termsofuse.jsp)

If you choose to upload images and create products for purchase through our photo services, you agree that you are solely responsible for such User Content, and that you will notify us of any content you see that constitutes Prohibited Use. To facilitate use of the photo services, we may offer a reasonable amount of temporary storage space to active users, as we may determine from time to time in our sole discretion.

If you create an automatically recurring order through our Auto-Reorder & Save program, the additional terms of this paragraph apply. Your initial order will be delivered using the shipping method you select, and all auto-reorders will be delivered via free standard shipping. Your initial order will cost the amount displayed at checkout, and all auto-reorders will be charged either the sale price in effect at the time or the then-current Auto-Reorder & Save discount, whichever is lower. Your orders will continue to ship until you cancel or change your auto-reorder. Your payment method will continue to be charged until you cancel or change it. Your initial order price is not guaranteed for auto-reorders. If the price advertised for any of your items changes, this price change will also apply to your items scheduled for Auto-Reorder. You will not be notified of price changes before your auto-reorder items are processed and shipped. myWalgreens Cash rewards may be earned on any order, subject to the [myWalgreens Terms and Conditions](https://www.walgreens.com/topic/help/generalhelp/mywalgreens-termsofuse.jsp), but cannot be redeemed on any auto-reorder. To view and manage your auto-reorders, sign into Your Account and click "Auto-Reorder Manager." You may cancel or skip an auto-reorder at any time prior to the deadline displayed in the Auto-Reorder Manager. [For additional information, click here](https://www.walgreens.com/topic/help/auto_reorder_help.jsp) or [contact us here](https://www.walgreens.com/mktg/contactus/contact-us-landing.jsp) or at 1-877-250-5823.

If you choose to access in-store wifi services we may provide, you agree that you are responsible for all activities occurring on your device.

If you download one of our mobile applications, these Terms constitute an end-user license agreement, and you agree to act in accordance with the end-user license agreements and policies made applicable by your wireless carrier and operating system software provider (including as listed within their respective app stores). You agree you are solely responsible for any costs incurred with accessing one of our mobile applications. You may be required to send and receive, at your cost, electronic communications related to the Services offered via our mobile applications, including without limitation, administrative messages, service announcements, diagnostic data reports, and updates. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of these Services. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access these Services, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through these Services. We may, at our discretion, automatically download updates to our mobile applications to your device from time to time. You agree to accept these updates, and to pay for any costs associated with receiving them. Our mobile applications may not work with all devices or all mobile carriers.

If you download and use one of our mobile applications available through the Apple platform: You, the end-user of these Services, acknowledge that this agreement is entered into by and between Walgreens and its subsidiaries and affiliates, and you, and not with Apple, Inc., and Apple, Inc. is not responsible for the Services. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this agreement. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Services. You acknowledge that you have reviewed and agree to the App Store Terms and Conditions (located online at https://www.apple.com/legal/itunes/us/terms.html#APPS), including the Usage Rules set forth therein. This agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at https://www.apple.com/legal/macapps/dev/stdeula/). For purposes of this Agreement, our mobile application-based Services are considered the "Licensed Application" as defined in the LAEULA and Walgreens is considered the "Application Provider" as defined in the LAEULA. If any of the Terms herein conflict with the terms of the LAEULA, these Terms shall control. In the event of any failure of the Services to conform to any applicable warranty set forth herein, you acknowledge that to the maximum extent permitted by applicable law, Apple, Inc. will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Services (including, without limitation, a third party claim that the Services infringe that third party's intellectual property rights) or your use or possession of the Services, including but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

V. Privacy

While providing the Services, you may provide, and we may automatically collect, information about you and your use of the Services, including without limitation, your real-time location, MAC address, and IP address. Our collection and use of such information is governed by our [Online Privacy and Security Policy](https://www.walgreens.com/topic/help/generalhelp/privacyandsecurity.jsp) and [Notice of Privacy Practices.](https://www.walgreens.com/topic/help/general/noticeprivacypractices.jsp)

VI. Disclaimers, Limitation of Liability, and Indemnification

We provide the Services (including, without limitation, all Walgreens Content, User Content, and other content whatsoever) as a service to you. THESE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY AND ALL SUCH WARRANTIES. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, RELIABILITY, SECURITY, AVAILABILITY, ACCURACY, QUALITY, APPROPRIATENESS, COMPLETENESS, NON-INFRINGEMENT, OR THAT THE SERVICES ARE ERROR OR DEFECT-FREE. BEFORE USING ANY PRODUCT, YOU SHOULD CONFIRM ANY INFORMATION OF IMPORTANCE TO YOU ON THE PRODUCT PACKAGING. WE ARE NOT RESPONSIBLE FOR, AND HEREBY DISCLAIM ANY LIABILITY WITH RESPECT TO, ALL USER CONTENT, ANY USER, AND ANY THIRD PARTY. YOU ASSUME RESPONSIBILITY FOR THE ACCURACY, APPROPRIATENESS AND LEGALITY OF ANY INFORMATION YOU SUPPLY US. YOU AGREE THAT YOU USE THESE SERVICES AT YOUR SOLE RISK.

THESE SERVICES ARE MADE AVAILABLE TO USERS IN THE U.S., AND WE MAKE NO WARRANTY OR REPRESENTATION THAT ANY OF THE SERVICES ARE APPROPRIATE FOR USE IN OTHER LOCATIONS. NO PART OF THE SERVICES SHOULD BE CONSTRUED AS AN OFFER OR SOLICITATION BY OR TO ANYONE TO WHOM SUCH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE.

AS PARTIAL CONSIDERATION FOR YOUR ACCESS TO OUR SERVICES (INCLUDING WALGREENS CONTENT), YOU AGREE THAT WE ARE NOT LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR DECISIONS YOU MAY MAKE OR YOUR ACTIONS OR NON-ACTIONS IN RELIANCE THEREUPON. YOU ALSO AGREE THAT OUR AGGREGATE LIABILITY ARISING FROM OR RELATED TO YOUR USE OF AND ACCESS TO THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (FOR EXAMPLE, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, PROFESSIONAL MALPRACTICE, FRAUD, INFRINGEMENT OR OTHER BASES FOR CLAIMS) IS LIMITED TO THE PURCHASE PRICE OF ANY ITEMS YOU PURCHASED FROM US IN THE APPLICABLE TRANSACTION, IF ANY. WE SHALL NOT IN ANY CASE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ("DAMAGES"), NOR SHALL WE BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OUR SITES, RECORDS, PROGRAMS, SERVICES, OR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THESE TERMS OR OUR SERVICES (INCLUDING WALGREENS CONTENT), YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE TO YOU, AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF OUR NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WALGREENS, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, SUPPLIERS, INFORMATION PROVIDERS AND AGENTS, FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES, FEES, FINES, AND COSTS, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, RESULTING FROM OR RELATING TO YOUR USE OF THE SERVICES OR VIOLATIONS OF THESE TERMS.

VII. Dispute Resolution

If a dispute ever arises between us, please [contact us](https://www.walgreens.com/mktg/contactus/contact-us-landing.jsp). If we cannot resolve the matter informally, you and we each agree that any and all disputes or claims that have arisen or may arise between you and us shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify ("Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate, which shall be conducted by the American Arbitration Association ("AAA") under its [rules](https://www.adr.org/) and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by these Terms. A form for initiating arbitration proceedings is available on the [AAA's website.](https://www.adr.org/) The arbitration shall be held in the county in which you reside. If the value of the relief sought is $10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Illinois, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Walgreens users, but is bound by rulings in prior arbitrations involving the same Walgreens user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

You and we agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless you and we agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. The arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded shall not affect our other users.

You can choose to reject the Agreement to Arbitrate by mailing us a signed opt-out notice ("Opt-Out Notice") within 30 days after the date you first access the Services or accept any subsequently published version of these Terms. The Opt-Out Notice must include a statement that you do not agree to this Agreement to Arbitrate, your name, address, phone number, and any email address(es) used to log in to any applicable account(s) to which the opt-out applies. You must mail the Opt-Out Notice to Walgreens, Attn: Litigation and Regulatory Law Department, 104 Wilmot Road, MS 1431, Deerfield, IL 60015. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of these Terms, including all other provisions of this Section, will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

To the extent permitted by applicable law, any claims arising in connection with the use of these Services or these Terms must be filed within one (1) year of the date of the event giving rise to such action.

VIII. Digital Millennium Copyright Act

If you believe any Walgreens Content infringes on your copyright, please [click here](https://www.walgreens.com/topic/help/digital_millenium_copyright_act.jsp) for instructions on how to notify us.

IX. Additional Terms

These Terms, including all other terms and policies referenced herein, constitute the entire agreement between you and us with respect to the Service, and shall be construed in accordance with the laws of the State of Illinois, without respect to its conflict of laws rules. In the event of any inconsistencies between these Terms and the policies referenced therein, these Terms shall control. Our failure to exercise or enforce any terms herein shall not constitute a waiver, and if we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If you breach any provision of these Terms, you may no longer use the Services. If these Terms or your permission to use the Services is terminated by us for any reason, the agreement formed by your acceptance of these Terms will nevertheless continue to apply and be binding upon you in respect of your prior use of the Services and anything relating to or arising from such use. If you are dissatisfied with the Services or with these Terms, your sole and exclusive remedy is to discontinue using the Services. These Terms, including any or all rights and obligations hereunder, may be freely assigned or transferred by us, but not by you. Section headings are included for convenience only, and shall not affect the interpretation of any Terms. You agree that any electronic notices we send you shall satisfy any requirement that such notices be made in writing. If any part of this these Terms is ruled to be unlawful, void, or for any reason unenforceable, then such part shall be deemed severable from these Terms, and shall be eliminated or limited to the minimum extent necessary. The remainder of these Terms, including any revised portion, shall remain and be in full force and effect.

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