

## **AllianceRx Walgreens Pharmacy Terms and Conditions**

We appreciate your interest in AllianceRx Walgreens Pharmacy. Welcome to our recruiting web site (the "Site") for AllianceRx Walgreens Pharmacy in interest in the United States. By accessing or using the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site ("Terms of Use").

### **Use of Site**

The sole purpose of this website is to enable you to submit information ("Submissions") to apply for employment positions within AllianceRx Walgreens Pharmacy of companies. Use of this Site does not create an employment relationship between you and any AllianceRx Walgreens Pharmacy company. You expressly agree that no such employment relationship will be created without further review of the Submission, an appropriate successful interview process, background and reference checks (where applicable), verification of identity and the legal right to work, and issuance and acceptance of a formal written offer of employment.

If you do not agree to these Terms of Use, continued use of the Site by you is not authorized.

AllianceRx Walgreens Pharmacy may revise the Terms of Use at any time without notice to you. The revised Terms of Use will be effective when posted to the Site.

As the first step in your application process, we ask that you carefully read the following conditions of employment. At the end of these conditions, you will be asked to accept or decline.

### **Electronic Signatures**

By using the Site and providing Submissions, you agree to transact electronically through the Site. You agree that your electronic signature is the legal equivalent of your manual signature. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

In order to access, fulfill and retain the following electronic forms, your computer must be equipped and compatible with the most common operating systems and internet browsers. This would include:

- Windows, Mac OS X, Linux, Apple iOS, and other major operating systems.
- Microsoft Internet Explorer version 8 and later, Mozilla Firefox - latest version, Safari latest version + tablet versions, Chrome latest desktop version.

If you decline to use an electronic signature, you will be able to print your forms and sign them by hand, but will also be required to deliver the hand signed forms to the relevant AllianceRx Walgreens Pharmacy company representative.

If you wish to obtain a paper copy of the forms you sign via this site, you will be given the opportunity to download and print those forms once they have been executed.

After authorizing the use of your electronic signature, you may still withdraw your consent. To do so, you must contact AllianceRx Walgreens Pharmacy for their withdrawal procedures and to understand any consequences or fees which may apply.

## **Submissions**

By making Submissions, you accept the terms of AllianceRx Walgreens Pharmacy Careers Privacy Policy and agree to the treatment of any personal information contained in the Submissions in accordance with AllianceRx Walgreens Pharmacy Careers Privacy Policy.

You warrant that: (a) you have the right and authority to provide any Submissions; (b) you have only disclosed information that is true, accurate and not misleading (including by omission) and nothing you have submitted is known by you to be false, inaccurate, or misleading; (c) you have a legal right to live and be employed in the jurisdiction in which you are applying for employment. If that legal right is limited in time, you have disclosed when it expires; (d) you are the individual who the Submissions relate to and that you have obtained permission from each person who appears and/or is referred to in your Submissions; (e) your Submissions, or any offer of employment that may result from your Submissions, would not infringe any legal obligation that you may have to any third party, including under laws related to copyright, trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, noncompetition or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party; (f) you were not, and will not, be compensated or granted any consideration by any third party for entering your Submission or taking up any offer of employment with a AllianceRx Walgreens Pharmacy company. and any salary or wages paid to you upon taking up any offer of employment will not be remitted to any third party; and (g) there is no reason that you cannot perform all job duties that you are applying for in a manner that is safe and not injurious to you or any other person, that has not been disclosed fully in your Submission, and you must immediately disclose any such reason should one arise.

You agree that you will neither use the Site in a manner, nor provide any Submission, that: (a) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (b) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (c) promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene or not in good taste; (e) violates, infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (f) violates or promotes the violation of any applicable laws or regulations; (g) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (h) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. AllianceRx Walgreens Pharmacy may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

## **Background Screening**

As an applicant for employment with AllianceRx Walgreens Pharmacy, you may be asked to authorize AllianceRx Walgreens Pharmacy, an Affiliate, and/or their agents to conduct a background investigation into your qualifications for employment. (Such a background investigation is sometimes called a "Consumer Report" or "Investigative Consumer Report" depending on the conditions under which it is prepared.) Before a background investigation occurs, however, you will receive written disclosure that such an investigation will be made and you will also be asked to authorize the investigation. A background investigation will not be conducted without your authorization.

I understand that federal regulation prohibits AllianceRx Walgreens Pharmacy from employing individuals who have been convicted of certain types of crimes. This is also the case for individuals who have entered into a pretrial diversion or similar program in connection with the prosecution of such an offense. Further, AllianceRx Walgreens Pharmacy, in most states, is permitted by federal regulation to collect applicants' fingerprints and submit those fingerprints to the Federal Bureau of Investigation (FBI), or other database, for a criminal history record check. Therefore, I understand and agree that I may be fingerprinted as part of the application process. I acknowledge that any criminal convictions will be examined, including, but not limited to, the criminal history records of the Federal Bureau of Investigation, or other database. A conviction is not an absolute bar to employment. Factors such as the age of the offense, evidence of rehabilitation, seriousness of violation, and job relatedness are considered in all employment decisions. Additionally, it's AllianceRx Walgreens Pharmacy's policy to only inquire into a candidate's criminal history after an offer has been made. Federal law prohibits AllianceRx Walgreens Pharmacy from employing individuals who have been convicted of, or received a pretrial diversion for, certain offenses. Each case will be evaluated on its own facts and circumstances. If you have been convicted of a crime, you may be given the opportunity to explain any circumstances which could affect AllianceRx Walgreens Pharmacy consideration of your employment.)

### **Security, Passwords and Means of Accessing the Site**

You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any AllianceRx Walgreens Pharmacy accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site or any AllianceRx Walgreens Pharmacy accounts, computer systems or networks. You agree not to interfere, or attempt to interfere, with the proper working of the Site or any AllianceRx Walgreens Pharmacy accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the Site or any of AllianceRx Walgreens Pharmacy accounts, computer systems or networks without AllianceRx Walgreens Pharmacy's express written permission. You must complete the registration process to open an account by providing us with current, complete and accurate information, as required by the applicable registration form. You may also be required to choose a password and a user name. Access to, and use of, password protected or secure areas of the Site are restricted to authorized users only. You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you

are responsible for all activities that occur through the use of your password(s) or account(s), or as a result of your access to the Site. You agree to notify AllianceRx Walgreens Pharmacy immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

## **General Terms**

I hereby agree that:

- Any misrepresentation, falsification, or omission of information on the application or any other documents I have provided or will provide as part of the application process may result in my failure to receive an offer of employment, or rescinding of an offer, or, if I am hired, could result in my dismissal from employment.
- The Immigration Reform and Control Act of 1986 requires that, if I am employed by AllianceRx Walgreens Pharmacy, AllianceRx Walgreens Pharmacy must obtain proof that I am legally permitted to work in the United States. I understand that if I am employed I must prove my employment eligibility by presenting legally acceptable documents within three days of the beginning of my employment. I understand and agree that if I am unable to present these documents, my employment with AllianceRx Walgreens Pharmacy will be terminated.
- Employment with AllianceRx Walgreens Pharmacy is 'at will' meaning either AllianceRx Walgreens Pharmacy or I may terminate the employment relationship at any time, with or without cause or notice.

### *Reservation of Rights*

The Site and content provided on or through the Site are the intellectual property and copyrighted works of AllianceRx Walgreens Pharmacy or a third party provider. All rights, title and interest not expressly granted with respect to the Site and content provided on or through the Site are reserved. All content is provided on an "As Is" and "As Available" basis, and AllianceRx Walgreens Pharmacy reserves the right to terminate the permissions granted to you at any time.

### *Indemnity*

You agree to indemnify and hold harmless AllianceRx Walgreens Pharmacy, its officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to, or arising out of, any Submission you make to the Site, your violation of these Terms of Use, or your violation or infringement of any third party rights, including intellectual property rights.

### *Monitoring*

AllianceRx Walgreens Pharmacy has no obligation to monitor the Site. However, AllianceRx Walgreens Pharmacy reserves the right to review the Site and content and to monitor all use of and activity on the Site, and to remove or choose not to make available on or through the Site, any content (including your Submissions) in its sole discretion. AllianceRx Walgreens Pharmacy

may remove content that is confidential or proprietary to you, or a third party, without permission from you or the third party.

### *Termination of Use*

AllianceRx Walgreens Pharmacy may, in its sole discretion, at any time discontinue providing or limit access to the Site, in whole or in part. You agree that AllianceRx Walgreens Pharmacy may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site in whole or in part. AllianceRx Walgreens Pharmacy may terminate or limit your access to, or use of, the Site, if AllianceRx Walgreens Pharmacy determines, in its sole discretion, that you have infringed the copyrights or other legal rights of a third party, or otherwise materially violated these Terms of Use. You agree that AllianceRx Walgreens Pharmacy will not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Site.

### *Third Party Web Sites, Content, Products and Services*

The Site provides links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of the Site. AllianceRx Walgreens Pharmacy is not responsible for third party content provided on, or through the Site, or for any changes or updates to such third party sites, and you bear all risks associated with the access to, and use of, such Web sites and third party content, products and services.

### *Disclaimer*

Except where expressly provided otherwise, the Site is provided on an “as is” and “as available” basis, AllianceRx Walgreens Pharmacy expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the Site and all content provided on, or through the Site. AllianceRx Walgreens Pharmacy makes no warranty that: (a) the Site or content will meet your requirements; (b) the Site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Site, or any content provided on or through the Site, will be accurate or reliable; or (d) any content obtained by you on or through the Site will meet your expectations. AllianceRx Walgreens Pharmacy will have no responsibility for any damage to your computer system or loss of data that results from the use of the Site. AllianceRx Walgreens Pharmacy reserves the right to make changes or updates to, and monitor the use of, the Site and content provided on or through the Site at any time without notice.

### *Limitation of Liability*

In no event will AllianceRx Walgreens Pharmacy or its officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, or consequential damages; or damages for lost profits, revenue, data or data use, incurred by you or any third party, whether in an action in contract, or tort (including negligence), breach of statutory duty, strict liability, or otherwise, arising from your access to, or use of, the Site or any content provided on or through the Site.

### *Exclusions and Limitations*

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties of the disclaimer, exclusion, or limitation of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set out in these Terms of Use, including those set out in Sections 3.6 (Disclaimer) and 3.7 (Limitation of Liability), do not apply and all other terms will remain in full force and effect.

#### *Age Limitation*

Persons who are not 16 years of age are not eligible to use the Site, and no information in relation to such persons should be included in a Submission.

#### *Waiver and Severability*

The failure of AllianceRx Walgreens Pharmacy to exercise or enforce any rights or provisions in these Terms of Use will not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified, legal and enforceable. The rest of the Terms of Use will not be affected.

#### *Applicable Laws*

All matters relating to your access to, and use of, the Site and content provided on or through the Site, will be governed by U.S. federal law or the laws of State of Illinois, USA. Any legal action or proceeding relating to your access to, or use of, the Site or content, shall be instituted in a state or federal court in Illinois. You and AllianceRx Walgreens Pharmacy agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

#### *Contact Information*

If you have any questions regarding these Terms of Use, please contact AllianceRx Walgreens Pharmacy at [TA-HRIS-ARWP@alliancerxwp.com](mailto:TA-HRIS-ARWP@alliancerxwp.com).

#### *ADA Terms*

AllianceRx Walgreens Pharmacy are committed to providing reasonable accommodation to qualifying candidates with physical and/or mental disabilities and to assisting them with applying for employment and the application process. Reasonable accommodations may be sought by contacting the Human Resources department at [TA-HRIS-ARWP@alliancerxwp.com](mailto:TA-HRIS-ARWP@alliancerxwp.com).

By clicking 'I Accept' below, I acknowledge that I have read, understood, and agree to all of the above conditions.

By clicking 'I Decline' below, I understand that AllianceRx Walgreens Pharmacy will be unable to consider me for employment.

We are proud to be an Equal Opportunity/Affirmative Action Employer and committed to leveraging the diverse backgrounds, perspectives and experience of our workforce to create

opportunities for our colleagues and our business. We do not discriminate in employment decisions on the basis of any protected category.