

## ESIGN DISCLOSURE AND CONSENT

- 1. Introduction.** Certain laws require us to provide agreements, authorizations, and legally required disclosures to you “in writing,” which means you have a right to receive those documents in paper form. But, you may also choose to receive that information electronically, which may be more convenient for you. Please read this eSign Disclosure and Consent (“**Disclosure**”) carefully. When we say “**us**”, “**we**”, or “**Company**” in this Authorization, we are referring to For Eyes, if you are on foreyes.com, or FOR EYES AT WALGREENS, if you are on walgreens.foreyes.com.
- 2. Scope of Your Consent.** This Disclosure applies to the “**Communications**”, which means, the agreement, authorization, consent, disclosure, notice, or other document that we provide to you and that link to or expressly refer to this Disclosure, including but not limited to any HIPAA Authorization that we are required by law to provide you in writing.
- 3. Your Right to Withdraw Your Consent.** You may withdraw your consent to have a Communication made available to you in electronic form at any time. We do not charge you a fee for withdrawing your consent. If you withdraw your consent, it will not impact any actions taken prior to when we received and processed your withdrawal. A withdrawal of your consent does not become effective until we have received your withdrawal and had a reasonable time to act on it. You must inform us of your decision to receive future Communications in paper format by contacting us as described in paragraph 7 and providing us with the requested information.
- 4. What Happens if You Change Your Mind?** If you withdraw your consent, you may not be able to access or use certain features or functions at or through our website. For example, we may need you to sign a HIPAA Authorization to share your information with a third-party vendor to allow you to use that vendor’s technology through our website. If you do not authorize the sharing of your information, then you will not be permitted to use that vendor’s technology.
- 5. Your Right to Receive Paper Copies.** You may download and print the Communications when they are shown to you. You may also take screenshots or screen captures of the Communications when they are shown to you. If you include your email address in the notice screen that contains a link to this Disclosure, then we will also email you a copy of the Communication. (Please be sure to check your spam folder if you do not see the email in your inbox.) You may also request that we provide you with a paper copy of the Communication that we made available to you electronically. Any such request must be made as described in paragraph 7. We may charge you a reasonable fee for providing copies of the Communications to you (if such fee is allowed by state law). If you have questions about any fees we may charge, please contact us as described in paragraph 7.
- 6. Hardware and Software Requirements.** You must have the minimum hardware and software requirements as set out in the table below. The hardware and software requirements are subject to change. If they change, then you will be asked to re-accept the Disclosure.

Hardware and operating system:	A computer or other device that is capable of accessing the Internet and running an operating system that is currently actively supported by its manufacturer
Internet and Browsers:	Access to the Internet and an Internet browser that is currently actively supported by its manufacturer and can accept a connection with 128 bit encryption and TLS 1.2
PDF Reader:	A program that is currently actively supported by its manufacturer, which reads and displays PDF files, such as Adobe® Acrobat Reader

Printer and Hard Drive:	A printer and hard drive, to print paper copies of the Communications and to save the Communications
Email:	An active email address that you can access if you request to receive a copy of the Communication via email
Not Supported:	Technologies in beta or other pre-release forms Technologies that have reached their end-of-life cycle or are no longer supported by the manufacturer (such as Windows XP) Technologies that are not available to the general consumer or that have been customized

**7. How to Contact Us.** Please contact us **(a)** if you have any questions about this Disclosure, **(b)** to update your contact information for contacting you electronically, **(c)** to request paper copies of the Communications, or **(d)** to withdraw your prior consent to receive the Communications electronically. Please contact us by email at [foreyescompliance@melniklegal.com](mailto:foreyescompliance@melniklegal.com), with copy to [compliance@foreyes.com](mailto:compliance@foreyes.com). Please include *eSign Disclosure and Consent* in the subject line.

If you are emailing us to request paper copies of the Communications, in the body of your request, you must state your email address, full name, US Postal Address, telephone number, the url for the website you are contacting us about, and provide a description of the Communication requested. We will provide you with the amount of the fees to be charged for the paper copies at the time of your request (if such fees are allowed by state law).

If you are emailing us to withdraw your consent to receive the Communications electronically, in the body of your email, you must tell us that you are withdrawing your consent, and must state your email address, full name, telephone number, the url for the website you are contacting us about, and provide a description of the Communication for which you are withdrawing consent.

**8. Consent and Authorization.** By moving forward and signing this document by clicking the “Accept & Continue”, “I Agree”, or “Ok” button on the notice screen that contains a link to this Disclosure, you are agreeing that you have reviewed this Disclosure and consent to conduct business using electronic communications, to receive the Communications electronically, and to use your electronic signature instead of signing paper documents. You also confirm that you have the necessary hardware and software to access and read this Disclosure, and that you can print on paper or save this Disclosure to a place where you can print it for future access and reference.

**9. Disclaimer.** For Eyes Optical Company of Coconut Grove, Inc. operates [walgreens.foreyes.com](http://walgreens.foreyes.com) as well as [foreyes.com](http://foreyes.com). For Eyes Optical Company of Coconut Grove, Inc. on the one hand, and Walgreen Co., Walgreens Boots Alliance, Inc., and their related and affiliated entities on the other hand, are independent companies and are not partners, agents, or employees of each other. Walgreen Co., Walgreens Boots Alliance, Inc., and their related and affiliated entities hereby disclaim all responsibility for this Disclosure and the obligations in this Disclosure.