

RYBELSUS[®] CONNECT SMS/MMS PROGRAM TERMS OF USE

Last Updated September 28, 2023 (effective date)

- 1. Agreement Generally: Acceptance.** These “Terms of Use” (the “Agreement” or “Terms of Use”) are between you and Novo Nordisk’s Rybelsus[®] Connect SMS/MMS Program (“Rybelsus[®] Connect SMS/MMS Program,” “we,” “us,” or “our”). “You” means you personally. This Agreement sets forth the terms and conditions upon which we make available the Rybelsus[®] Connect SMS/MMS Program and its contents and offerings to You.

Please note these Terms of Use govern only the Rybelsus[®] Connect SMS/MMS Program, and not any other service, program, or website. By participating in the Rybelsus[®] Connect SMS/MMS Program, you are agreeing to these Terms of Use. By using the Rybelsus[®] Connect SMS/MMS Program, you affirm that You are a US resident, 18 years of age or older, qualify for the Rybelsus[®] Connect SMS/MMS Program, and expressly consent to receive communications from Novo Nordisk or its partners in connection with the Rybelsus[®] Connect SMS/MMS Program. Your consent to receive marketing messages is not required for the receipt of goods or services from Novo Nordisk.

For more information about data use and collection, please read the most recent version of Novo Nordisk’s Privacy Statement <https://www.novonordisk-us.com/disclaimer-privacy.html>. **PLEASE READ THESE TERMS OF USE CAREFULLY, INCLUDING YOUR COMMUNICATION OPTIONS, BEFORE ATTEMPTING TO ENROLL IN THE RYBELSUS[®] CONNECT SMS/MMS PROGRAM.**

IF YOU DO NOT AGREE, YOU CANNOT ENROLL IN THE RYBELSUS[®] CONNECT SMS/MMS PROGRAM.

- 2. Content.** All information available in or provided through the Rybelsus[®] Connect SMS/MMS Program is collectively referred to in these Terms as the “Content.” The Content is related to Rybelsus[®] and may include:

- Savings Card Information
- Refill Reminders (as applicable)
- Support Information

You may not sell, give, reproduce, create derivative works of, publicly display, or otherwise distribute the Content to anyone other than your physician(s) or caregiver(s). All rights not expressly granted herein are reserved. Novo Nordisk assumes no responsibility for the accuracy or appropriateness of any information provided by you through the Rybelsus[®] Connect SMS/MMS Program.

- 3a. Eligibility for Participants with a Savings Offer.** To participate in the Rybelsus[®] Connect SMS/MMS Program with a savings offer, you must be a resident of the United States and 18 years of age or older and have commercial insurance. **Those with any government, state, or federally funded medical or prescription benefit coverage are not eligible for the Rybelsus[®] Connect SMS/MMS Program.** Novo Nordisk reserves the right to require you to prove that you are at least 18 years of age and your insurance coverage. Eligibility for participation in the Rybelsus[®] Connect SMS/MMS Program does not automatically mean that You will get any and/or all offerings in the Rybelsus[®] Connect SMS/MMS Program, as outlined below:

Savings Offer Eligibility with Group No. C20014001 or EC20024014: Pay as little as (“PALA”) \$10 per 30-day supply, \$10 per 60-day supply, or \$10 per 90-day supply for up to 48 months from the activation date, subject to a maximum savings of \$300 per 30-day supply, \$600 per 60-day supply, or \$900 per 90-day supply. Offer available only to commercially insured patients with Rybelsus[®] coverage. Rybelsus[®] 3 mg strength is limited to a 30-day supply only.

Savings Offer Eligibility with Group No. EC20024047: Commercially insured patients with coverage for Rybelsus[®] may pay as little as (“PALA”) \$0 for up to three (3) prescription fills of Rybelsus[®] 7mg or 14mg, subject to a maximum savings of \$300 per 30-day supply, \$600 per 60-day supply or \$900 per 90-day supply. Max 90-day supply per use. **The patient must activate this offer and the first use must occur by December 31, 2023.**

If you are eligible for a Savings Offer, then you will be asked if you want to agree for your Savings Offer information, which will include, at a minimum, Group Number and Member ID from your Savings Card, the date on which you filled your prescription, and any other relevant information to be securely transmitted to Novo Nordisk’s Savings Offer manager, ConnectiveRx, to accurately time refill reminders. You do not have to agree to this sharing, but it will optimize your Savings Offer experience.

- 3b. Eligibility for Participants for Support without a Savings Offer.** You also have the option to decline any Savings Offer and only sign-up for Rybelsus[®] Support through the Rybelsus[®] Connect SMS/MMS Program. To participate in the Rybelsus[®] Connect SMS/MMS Program, you must be a resident of the United States and 18 years of age or older. Novo Nordisk reserves the right to require you to prove that you are at least 18 years of age and your insurance coverage. Eligibility for participation in the Rybelsus[®] Connect SMS/MMS Program does not automatically mean that You will get any or all offerings in the Rybelsus[®] Connect SMS/MMS Program.

4. **Modifications to Terms of Use.** You agree that we may modify these Terms of Use and that such modifications shall become effective immediately upon posting of the modified Terms of Use to our website or otherwise notifying you of an update through one or more components of the Rybelsus[®] Connect SMS/MMS Program. If you do not accept the modifications, then you must cease using the Rybelsus[®] Connect SMS/MMS Program. The Terms of Use contain the date of posting at the top of the first page. Any revised version of the Terms of Use will only apply to those individuals who sign up for the Rybelsus[®] Connect SMS/MMS Program after the effective date. If you have previously signed up for the Rybelsus[®] Connect SMS/MMS Program under a prior version of these Terms of Use, you will not be required to adhere to any additions and/or requirements unless you expressly agree.
5. **Permission to Use Rybelsus[®] Connect SMS/MMS Program; Limitations on Use of Rybelsus[®] Connect SMS/MMS Program.** Subject to your voluntary acceptance and while you remain in compliance with the Terms of Use, we grant you a limited, revocable, non-exclusive, non-transferable license to use the Rybelsus[®] Connect SMS/MMS Program solely and exclusively for your own personal use and not for any other purpose. This license is solely and exclusively for your benefit. All other uses of the Rybelsus[®] Connect SMS/MMS Program are prohibited.
6. **Communication Options.** By choosing to enroll in the Rybelsus[®] Connect SMS/MMS Program, you consent/opt-in to the option of receiving text messages from the Rybelsus[®] Connect SMS/MMS Program. After you complete your initial enrollment in the Rybelsus[®] Connect SMS/MMS program, you will receive a welcome text to complete your enrollment process and to further opt-in to your preferred method of communication with the Rybelsus[®] Connect SMS/MMS Program. We do not guarantee that Rybelsus[®] Connect SMS/MMS Program communications will be received and are not responsible for lost or misdirected communications.

To get additional Rybelsus[®] Connect SMS/MMS Support, text "HELP" to 21848 or call 1-833-275-2233.

Text back any of the following commands to 21848 to customize your text message experience:

MENU - for a menu of available commands
HELP - get program help message

SETUP - set up/change medication reminders
END - turn off medication reminders

REFILL - start reminders to refill your prescription
REFILLOFF - stop reminders to refill your prescription

WAIVER - review your consent to data sharing (if consented to)
REVOKE - cancel your consent to data sharing

SAVE - access a Savings Offer if you don't already have one
LOST - retrieve your Savings Offer info

STOP - stop all text messages
START - re-start text messages

TERMS - receive a link to the program's Terms & Conditions of Use

BOOST - get one inspirational quote each time you text back BOOST

7. **Opt-Out Options.** You may opt-out of receiving text messages for the Rybelsus[®] Connect SMS/MMS Program from Novo Nordisk or its partners at any time by following these instructions:

If you opt out of the Rybelsus[®] Connect SMS/MMS Program, any future data collection in the Rybelsus[®] Connect SMS/MMS Program from you will end. Either send a reply text stating "STOP," or text "STOP" to 21848 to stop receiving communications from Novo Nordisk in connection with the Rybelsus[®] Connect SMS/MMS Program. You will receive a confirmation of your opt out of the Rybelsus[®] Connect SMS/MMS Program via text message. This will only opt you out of the specific text messaging program associated with the Rybelsus[®] Connect SMS/MMS Program.

PLEASE NOTE that opting out of the Rybelsus[®] Connect SMS/MMS Program does not unsubscribe and/or opt you out of any future communications from Novo Nordisk or its partners that you may have previously signed up for separate and apart from the Rybelsus[®] Connect SMS/MMS Program. You may separately opt out of all marketing communications from Novo Nordisk, by simply clicking the "Unsubscribe" link within any email you receive from Novo Nordisk or its partners, or by calling 800-727-6500, or clicking [here](#), or by sending Novo Nordisk a letter containing your name, email address, and phone number, to Novo Nordisk, 800 Scudders Mill Road, Plainsboro, New Jersey 08536.

8. **Text Messaging.** If you choose to communicate in the Rybelsus[®] Connect SMS/MMS Program by text message, the following terms apply:
- a. **Text Message Frequency.** The Rybelsus[®] Connect SMS/MMS Program's message frequency varies. Please be aware that Novo Nordisk brands and services may have separate text messaging programs. The total number of text messages you receive from Novo Nordisk or its partners, therefore, may vary based on the number of Novo Nordisk text messaging programs for which you sign-up to receive messages.
 - b. **Cost.** You will not be charged any fee from Novo Nordisk or its partners in connection with the Rybelsus[®] Connect SMS/MMS Program to receive text messages. However, Novo Nordisk encourages you to check with your mobile service provider to see what other message and data rates may apply, including any applicable roaming charges. Novo Nordisk is not responsible for any fees or charges from any carrier or service provider related to Rybelsus[®] Connect SMS/MMS Program communications.
 - c. **SMS Supported Carriers.** The following US carriers are supported:
 - i) Major Carriers: AT&T, Verizon Wireless, Sprint, and T-Mobile USA.
 - ii) Minor Carriers: Aio Wireless, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Boost Mobile, Carolina West Wireless, CellCom, Cellular One of East Central IL (ECIT), Cellular One of Northeast Arizona, Cellular One of Northeast Pennsylvania, Chariton Valley Cellular, Cricket, Coral Wireless (MobiPCS), Cross, C-Spire (CellSouth), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Google Voice, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Metro PCS, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, Panhandle Communications, Peoples Wireless, Pine Cellular, Pioneer, RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, Simmetry (TMP Corporation), SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United Wireless, U.S. Cellular, Viaero Wireless, Virgin Mobile, and West Central (WCC or 5 Star Wireless).
 - d. **MMS Supported Carriers.** The following US carriers are supported for the Rybelsus[®] Connect SMS/MMS Program: AT&T, Verizon Wireless, T-Mobile USA/Sprint, and US Cellular. All other US carriers do not support MMS. If you do not have one of the supported US carriers, you will not be able to receive the Rybelsus[®] Connect SMS/MMS Program. If that is the case, you will receive an error message with a link to a Novo Nordisk website containing similar information about Rybelsus[®].
 - e. **Your Mobile Telephone Number.** You represent that you are the account holder or authorized user for the mobile telephone number you opt-in to receive text messages for the Rybelsus[®] Connect SMS/MMS Program.
 - f. **Access or Delivery to Mobile Network is Not Guaranteed.** Delivery of information and content to a mobile device is not guaranteed and may fail to due to a variety of circumstances or conditions. Alerts sent via text message may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. Novo Nordisk will not be held responsible for any delays in the receipt of any text messages as delivery is subject to effective transmission from your mobile service provider or network operator. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Novo Nordisk's control, and Novo Nordisk is not responsible or liable for issues arising from them. Note that there may be data or message fees imposed by your carrier or service provider if you choose to receive text messages from the Rybelsus[®] Connect SMS/MMS Program.
9. **Privacy.** To enroll in the Rybelsus[®] Connect SMS/MMS Program, you must provide us with your phone number. We require this information in order to communicate with you, provide you with the Rybelsus[®] Connect SMS/MMS Program, and to send you Rybelsus[®] Connect SMS/MMS Program materials as noted above. Your information will be shared between Novo Nordisk and its service providers who support the Rybelsus[®] Connect SMS/MMS Program in accordance with applicable laws. Novo Nordisk and its service providers may share information that does not individually identify you without restriction in accordance with applicable laws. Novo Nordisk understands and values the importance of your privacy. In accordance with these Terms of Use, Novo Nordisk may use your information for program improvements, quality monitoring, data and analytics for Novo Nordisk commercial purposes, and future Novo Nordisk marketing communications (including branded or unbranded emails, text messages, or direct mail). For more information on how we collect and use your information, please read our full Privacy Statement <https://www.novonordisk-us.com/disclaimer-privacy.html>.
10. **Security.** By enrolling in the Rybelsus[®] Connect SMS/MMS Program, you understand that Novo Nordisk is not

a "Covered Entity" or "Business Associate" under the Health Insurance Portability and Accountability Act Privacy Rule (or "HIPAA") that requires protection of a patient's confidential information. By releasing my personal information to Novo Nordisk, you acknowledge that this information will not be protected by HIPAA but will be protected by reasonable security measures.

11. **NOT MEDICAL ADVICE.** This program does not substitute medical advice from your health care provider. You will have to contact him or her directly about issues, questions, or concerns. The Rybelsus[®] Connect SMS/MMS Program may provide you with communications related to savings card eligibility, enrollment, and refill reminders. The Rybelsus[®] Connect SMS/MMS Program does not give medical advice. **OUR CONTENT AND COMMUNICATIONS ARE NOT INTENDED TO BE A REPLACEMENT OR SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. THE CONTENT AND COMMUNICATIONS DO NOT CONSTITUTE MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU WILL SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS THAT ARISE REGARDING ANY MEDICAL CONDITION. YOU ACKNOWLEDGE THAT ALL INFORMATION AND GUIDANCE PROVIDED BY YOU IS SOLELY AT YOUR OWN RISK.** You understand that Novo Nordisk does not endorse any particular physician or health care provider for the treatment of any specific medical condition. You further understand that this program is not a means to communicate product issues or negative side effects to Novo Nordisk. You are encouraged to report negative side effects of prescription drugs to the FDA at www.fda.gov/medwatch, or by phone at 1-800-FDA-1088. Novo Nordisk is not responsible for monitoring or recording text messages that may constitute an issue or negative side effect. However, if you are using a Novo Nordisk Product as treatment, and some of your entered responses can be interpreted as a side effect of the medication, Novo Nordisk reserves the right to contact you for more information by phone or written communication. For additional information about your medication, please call Novo Nordisk Customer Care at 1-833-275-2233.
12. **Prohibited Activity.** You will not: (a) access or attempt to access the Rybelsus[®] Connect SMS/MMS Program or any part thereof that you are not authorized to access or through any means that you are not authorized to use; (b) disrupt or interfere with the security of, or otherwise cause harm to the Rybelsus[®] Connect SMS/MMS Program, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Rybelsus[®] Connect SMS/MMS Program or any affiliated or linked websites or access or use the Rybelsus[®] Connect SMS/MMS Program in any manner that could damage, disable, overburden, or impair any server or network used by us in connection with the Rybelsus[®] Connect SMS/MMS Program; (c) use the Rybelsus[®] Connect SMS/MMS Program to transmit any information of a sensitive nature, such as health information, social security numbers, credit card numbers (other than, as strictly allowed), or any other information that, if generally exposed, could lead to identity theft, financial fraud, embarrassment, or other harm; (d) use the Rybelsus[®] Connect SMS/MMS Program in any manner that infringes upon or violates any intellectual property rights or other rights or interest of any party or otherwise constitutes pornography, defamation, harassment, bullying, predatory behavior, false and deceptive advertising, or hate speech; (e) submit any software, programs, or files via the Rybelsus[®] Connect SMS/MMS Program that are harmful or disruptive of another's equipment, software, or other property, including any corrupted files, time bombs, Trojan Horses, viruses, and worms; (f) disrupt, interfere with, or inhibit any other user from using and enjoying the Rybelsus[®] Connect SMS/MMS Program; (g) violate any applicable laws or regulations related to the access to or use of the Rybelsus[®] Connect SMS/MMS Program, and/or engage in any activity prohibited by the Terms of Use; (h) compile, use, download, or otherwise copy any materials available on the Rybelsus[®] Connect SMS/MMS Program (except as expressly permitted), or transmit, provide, or otherwise distribute (whether or not for a fee) such materials to any third party; (i) use, or allow anyone else to use, any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Rybelsus[®] Connect SMS/MMS Program; (j) frame, mirror, or use framing techniques on any part of the Rybelsus[®] Connect SMS/MMS Program without our express prior written consent; (k) make any use of, or allow anyone else to make any use of, data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing the Rybelsus[®] Connect SMS/MMS Program, or any portion thereof, or otherwise scrape, collect, store, or use the Rybelsus[®] Connect SMS/MMS Program, except pursuant to the limited license granted by the Terms of Use; (l) modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Rybelsus[®] Connect SMS/MMS Program; or (m) remove any copyright, trademark, or other proprietary rights notice from the Rybelsus[®] Connect SMS/MMS Program. These examples of prohibited conduct are illustrative and are not exhaustive.

TO THE MAXIMUM EXTENT AUTHORIZED BY LAW WE RESERVE THE RIGHT, BUT DISCLAIM ANY OBLIGATION WHATSOEVER, TO MONITOR OUR PROGRAM AND YOUR COMPLIANCE WITH THIS SECTION AND WITH THE TERMS OF USE AS A WHOLE.

13. **Termination of Rybelsus[®] Connect SMS/MMS Program.** Novo Nordisk may suspend or terminate your use of the Rybelsus[®] Connect SMS/MMS Program if Novo Nordisk believes you are in breach of these Terms of Use. Your receipt of Rybelsus[®] Connect SMS/MMS Program communications is also subject to termination in the event that your telephone or network service terminates or lapses. Novo Nordisk reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Rybelsus[®] Connect SMS/MMS Program with or without notice. You assume sole responsibility for the proper use and scheduling of any medications, treatments, and procedures related to your health care and disease management.

14. **Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Notwithstanding the foregoing, we may freely assign the Terms of Use, and the rights and obligations therein, without your consent, including but not limited to, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, the Terms of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
15. **Entire Agreement.** This Agreement, including the documents incorporated herein by reference, is the entire understanding and agreement between Rybelsus® Connect SMS/MMS Program and you with respect to the subject matter hereof.
16. **Miscellaneous.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. To the event that any provision of this Agreement is found to be invalid or unenforceable, this Agreement shall be construed in accordance with its terms as if the invalid or unenforceable provision was not contained therein. No delay or failure by Rybelsus® Connect SMS/MMS Program to enforce any provision of this Agreement shall be a waiver of any of our rights under this Agreement.