

WEGOTOGETHER™ SMS PROGRAM TERMS OF USE

Last Updated May 6, 2022 (effective date)

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

Please note these Terms of Use govern only the Program, and not any other service, program, or website. By participating in the Program, you are agreeing to these Terms of Use. By using the Program, you affirm that you are a US resident, 18 years of age or older, qualify for the Program, and expressly consent to receive communications from Novo Nordisk or its partners in connection with the Program.

For more information about data use and collection, please read the most recent version of Novo Nordisk’s Privacy Notice <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 PROGRAM.**

IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU CANNOT ENROLL IN THE PROGRAM.

2. **Eligibility.** To participate in the 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.
3. **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 Program. If you do not accept the modifications, then you must cease using the Program. The Terms of Use contain the date of posting at the top of the first page.
4. **Permission to Use Program; Limitations on Use of Program.** Subject to your 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 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 Program are prohibited.
5. **Communication Options.** To opt-in to the Program, you must change your communication preferences in your **WeGoTogether™** portal to start receiving text message support. If you agree to text message support, you will also be asked if you want to receive weekly dosing reminder text messages. Weekly dosing reminder text messages are optional, and you are not required to agree to these messages in order to take part in the Program. Once consent is given via the **WeGoTogether™** portal, a confirmation text message will be sent to the phone number you provided upon enrollment. You will be required to text back AGREE to start receiving text message support from **WeGoTogether™**. If you change your phone number on the **WeGoTogether™** portal at any point after replying AGREE, a confirmation text message will be sent to that number. You will be required to text back AGREE to start receiving text message support from **WeGoTogether™**. By choosing to enroll in the Program, you agree to receive automated, one-way text message support from **WeGoTogether™**. You also have the option to agree to receive dosing reminder text messages sent on the day of the week and time of your choosing by logging into your **WeGoTogether™** portal. We do not guarantee that Program communications will be received and are not responsible for lost or misdirected communications.

You can opt out of the Program at any time by sending a reply text stating “STOP” or by going to the Settings page in your **WeGoTogether™** portal and changing your communication preferences. To stop receiving weekly dosing reminders only, either send a reply text stating “REMINDERS OFF” or update your communication preferences in your **WeGoTogether™** portal. You will receive a confirmation text message when you opt out of dosing reminders or the Program in its entirety. You may not receive the confirmation text message immediately upon replying “STOP” or changing your communication preferences on the Settings page in your **WeGoTogether™** portal. You should expect the confirmation text message within 24 to 48 hours. You are not fully opted-out of the text message program until you receive the confirmation text message. **If you opt out of the Program, any future data collection in the Program from you will end. Any data previously collected through the Program may be stored by Novo Nordisk. PLEASE NOTE that opting out of the 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 Program. To accomplish such other opt-outs, you must opt-out of each specific, non-marketing program and/or service by following those program-specific instructions. You may opt out of all marketing communications from Novo Nordisk and/or its partners, by simply clicking the “Unsubscribe” link within any email you receive from Novo Nordisk or its partners, 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.

6. **Text Messaging.** If you choose to enroll in the Program, the following terms apply:

- a. **Text Message Frequency.** The Program's message frequency will vary depending on your individual selections. 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 Program to receive automated 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 Program communications.
- c. **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. **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 Program.
- e. **Access or Delivery to Mobile Network is Not Guaranteed.** Delivery of information and content to a mobile device is not guaranteed and may fail 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 your Program coach.
- f. Novo Nordisk cannot guarantee the security of any personal health information transmitted via SMS text message. SMS text messages are not encrypted or protected. These communications and, possibly their content, may be stored on servers where mobile carrier employees, governments, or other unknown third parties might be able to view or access them.

7. **Privacy & Security.** In order to enroll in the Program, you may provide us with your contact information and personal health information. We need this information in order to communicate with you, provide you with the Program services, and to send you Program materials.

You also acknowledge and agree that the Program may access and/or receive additional personal information about you in connection with your enrollment in the Program, including, but not limited to, limited protected health information, via third-party data sources your health care provider or plan have engaged to assist with your treatment.

Our ability to access this information is an important part of the Program and is intended to enhance and personalize your engagement. Protected health information received from third-party data sources will not be shared with Novo Nordisk unless the third party has express permission to do so. Because of the type of information involved, we have implemented additional security measures designed to: (i) ensure the security and confidentiality of your protected health information; (ii) protect against anticipated threats or hazards to the security or integrity of your protected health information; and (iii) protect against unauthorized access to or use of your protected health information that could result in any harm or inconvenience. Note that any link with a third-party data source will end at the time your participation in the Program ends. For any questions about the use of additional third-party data sources in the Program or please call 1-833-4WEGOVY.

Your information will be shared between Novo Nordisk and its service providers who support the Program in accordance with applicable laws. Novo Nordisk and its service providers may share information that does not individually identify you except where required by applicable law. Novo Nordisk understands and values the importance of your privacy. In accordance with these Terms of Use, Novo Nordisk or its partners may use my information to provide me with Program services, Program improvements, quality and safety monitoring, and Novo Nordisk marketing and affordability communications. Novo Nordisk may also de-identify, anonymize or aggregate your information to use for other purposes not stated in these Terms of Use, including research, commercial insights and analytics, and product improvements. For more information on how we collect and use your information, please read our full Privacy Notice <https://www.novonordisk-us.com/disclaimer-privacy.html>.

8. **HIPAA Disclaimer.** By enrolling in the Program, you understand that Novo Nordisk is not a “Covered Entity” or “Business Associate” under the Health Information 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.
9. **Supplementary Tool.** The Program is intended as a secondary tool to help you manage your lifestyle (it does not provide specific treatment or treatment suggestions). You should not and must not rely on the Program as a primary tool for determining whether and when to take medication, for information about your treatment, disease progression, or health information.
10. **Content.** All information available in or provided through the Program is collectively referred to in these Terms as the “Content.” The Content may include educational and informational materials, lifestyle modification information, or disease management tools. The Content is provided for your personal, noncommercial use only. You may access, view, use, display, and download the Content, but you do not receive any ownership in or to the Content or any copies thereof. 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 Program.
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 Program provides you with support, encouragement, practical tips, and accountability to help you achieve your health goals. The Program does not provide 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.** For additional information about your medication, please call Novo Nordisk Customer Care at 1-833-693-6742.
12. **Prohibited Activity.** You will not: (a) access or attempt to access the 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 Program, systems, resources, accounts, passwords, servers or networks connected to or accessible through the Program or any affiliated or linked websites or access or use the Program in any manner that could damage, disable, overburden, or impair any server or network used by us in connection with the Program; (c) use the 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 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 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 Program; (g) violate any applicable laws or regulations related to the access to or use of the 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 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 Program; (j) frame, mirror, or use framing techniques on any part of the 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 Program, or any portion thereof, or otherwise scrape, collect, store, or use the 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 Program; or (m) remove any copyright, trademark, or other proprietary rights notice from the 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 SITE AND YOUR COMPLIANCE WITH THIS SECTION AND WITH THE TERMS OF USE AS A WHOLE.

13. **Termination of Program.** Novo Nordisk may suspend or terminate your use of the Program if Novo Nordisk believes you are in breach of these Terms of Use. Your receipt of 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 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 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 Program to enforce any provision of this Agreement shall be a waiver of any of our rights under this Agreement.