



**Pharmacy Voice Calls and Text Messaging
Communications Terms
Effective Date: July 1, 2026**

Read these Pharmacy Voice Calls and Text Messaging Communications Terms (“**Terms**”) for important information about pharmacy voice calls and text messaging services provided by Noble Health Services, Inc. (“**Noble Health**”) via Nora, our artificial intelligence (“**AI**”) powered patient care assistant (“**Nora**”).

THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE READ THEM CAREFULLY AS THEY MAY AFFECT YOUR LEGAL RIGHTS.

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY. Nora does not provide medical advice.

1. Express Consent to Receive Communications from Nora:

1.1 Consent. By providing your telephone number to us, you consent and agree to receive automated pharmacy notification and reminder services pursuant to these Terms. You consent and agree to receive artificial and/or pre-recorded voice calls and/or automated text messages (SMS, MMS, and RCS) from Nora regarding your prescriptions and healthcare, including but not limited to, prescription status updates, refill reminders, adherence reminders, shipping and delivery, benefits and coverage matters, and payment reminders, including notifications about unpaid copays and outstanding balances. Your consent is not required to receive services, and you can opt out of these communications at any time.

1.2 Adjusting Settings. You may change your settings to receive messages from Nora via call or text while speaking with Nora or by texting “**SETTINGS**”. Further information on your settings is below. By opting in to receive automated calls and/or text communications from Nora, you agree to receive such calls and texts as described in these Terms even if your number is registered on a Do Not Call registry or similar service.

1.3 Consent Not Required to Receive Services. You are not required to receive communications from Nora to obtain prescriptions or other services from Noble Health.

1.4 Nora Not a Replacement for Pharmacist Advice. Nora is not a replacement for the advice of your pharmacist or other qualified healthcare professionals. Nora is designed to supplement, not replace, the methods you use to obtain medications and fill prescriptions with your pharmacy.

1.5 Timing of Messages. You will typically receive automated communications from Nora when we have information for you about your prescriptions or other healthcare transactions with Noble Health.

1.6 Messages May Not Be Secure. **Both calls and text communications, whether initiated by Nora or by you, may include protected health information, such as the name of your medication, and this information will be accessible to your mobile carrier and to anyone else who has access to your phone. Text messages in particular are not a secure form of communication.** By default, Nora will attempt to use RCS text messages, which have a level of encryption, but require you to have an RCS compatible device, messaging application and carrier. If Nora is unable to deliver an RCS message, then Nora will resend the message via SMS or MMS, which are not encrypted. You assume all privacy risks associated with using Nora and the potential for message interception or manipulation.

1.7 Carrier and Data Rates May Apply. Noble Health does not charge for calls or text messages, but your carrier's charges for calls, messages and/or data may apply depending on the terms and conditions of your phone contract. You agree to be responsible for all third-party charges that you incur. Please contact your service provider about such charges.

2. Opt-Out and other Communication Preferences:

2.1. Opt-Out. If you wish to stop receiving automated calls or texts from Nora, you may opt out at any time by contacting your Noble Health pharmacy. In addition, you may:

- Opt out of text messages, by replying with “**STOP**” to any message
- Opt out of automated voice calls, by saying “**STOP**” during any outbound call from Nora or by calling 1-888-843-2040.

2.2. Text Opt-Outs. For texts, after you submit a request to opt-out by replying “**STOP**” to an outbound text message, you will receive one final text from Nora confirming that you will no longer receive text communications. Replying “**STOP**” to any text message will cease all text communications with you, including urgent pharmacy communications, even if you attempt to initiate a conversation with Nora. If you use “**STOP**” to disable texting with Nora, then you must type “**START**” to reenable any text communications.

2.3. Recognition of Other Opt-Outs. Nora will also attempt to recognize other requests to opt-out, but these requests may require additional clarification from you to avoid misunderstanding as to your intention. If you do not respond to Nora's request for clarification, Noble Health may treat your silence as a revocation of consent to receive future automated calls or texts from Nora, as the case may be. Please note that even though automated notifications will have been disabled, you may still initiate communications with Nora to refill prescriptions and perform other pharmacy related tasks.

2.4. Opt-Out Does Not Impact any other Programs. Opting out of outbound notifications from Nora for prescription notifications and pharmacy services messages will not affect other outbound call or text messages for other Noble Health messaging programs unless you separately opt-out of those.

2.5. Re-enabling Outbound Communications. To reenable outbound notifications, you may text "**SETTINGS**" to Nora to turn on and customize your notifications. You may also ask Nora by text or voice to reenable system generated notifications by one of the following or similar methods.

- Reenable notifications
- I want to receive outbound notifications
- Turn on text messages.

2.6. Disclosure of Drug Name. You may change your settings within Nora to disclose either a full or partial drug name or part or all of a prescription number. You can change this setting by asking Nora or by replying "**SETTINGS**" to any text to access the settings menu.

3. Security Obligations:

3.1. Security Notices. By engaging in communications with Nora, you may be making your protected health care information viewable to others. You are solely responsible for the security of your mobile device and maintaining the security of the information on it, including by using password protection.

3.2. Changed or Discontinued Number. If your telephone number changes or you stop using it, you must notify us promptly. We will update our records as soon as reasonable. However, we cannot assure you that any communications from us in the interim will not be received by an unauthorized third party. It is your responsibility to notify us as soon as possible of number changes. If you do not notify us, there is a risk that communications containing protected health information meant for you will be sent to the new subscriber to whom your former number is reassigned.

4. Appropriate Use and Limitations of Nora:

4.1. Nora Is Not Medical Advice. Nora is designed to provide notifications and reminders as well as to facilitate prescription refills and other non-skilled pharmacy related tasks. Nora is a source of information but does not provide medical advice.

4.2. Inputs and Outputs. If you engage with Nora in response to communications, understand that Nora is designed to process your inputs, such as voice or text prompts ("**Inputs**"), and generate and return outputs ("**Outputs**") based on your Inputs. Noble Health reserves the right, but is not obligated to, review or monitor your Inputs using automated and manual tools. Noble Health and its service providers do not claim ownership of your Inputs, but we reserve the right to use your Inputs for training and improving Nora, subject to compliance with applicable laws. You are responsible for your Inputs and their accuracy. You may not submit Inputs that are unlawful or abusive and may not otherwise use Nora for any unlawful, abusive, or unauthorized purposes.

The Outputs may be based on information available provided by third-party pharmaceutical manufacturers, drug information databases, service providers, and third-party AI models. Neither these sources nor Outputs are or will be independently verified by Noble Health. Though you have the right to use the Outputs for the purpose of your pharmacy-related inquiries, the Outputs are owned by Noble Health, its service providers, or their licensors.

4.3. Nora May Not Be Accurate. Due to the nature of generative AI, information, responses and recommendations generated for you through Nora may not be accurate, complete or up-to-date and may be misleading or contain errors and omissions. In addition, Nora may misunderstand the content of your Inputs and may respond to a different question than asked. You should always use your discretion in acting upon any responses or other Output from Nora. Nora may also suggest you speak to your Noble Health pharmacist or may otherwise transfer you to the pharmacy.

4.4. Authorized Access. By using Nora to access and obtain prescription information, you represent and warrant that you are the individual to whom such information pertains or that you have a lawful basis to access such information on behalf of a third party that has either given you permission to do so or where you are the parent or legal guardian. Where permitted by your pharmacy, users may add and manage accounts for family members, such as children, through Nora. A parent or legal guardian may access information on a minor's prescriptions via Nora until the minor turns 18, except as otherwise contemplated by applicable law.

4.5. Nora Is Not Responsible for Managing Medications. You remain solely responsible, in consultation with Noble Health pharmacists and your healthcare provider, for managing your medications, your prescriptions, and your medical conditions.

By providing access to Nora, Noble Health is not accepting any additional responsibility for managing your medications, your prescriptions, or your medical conditions.

5. Recording Communications:

You acknowledge and agree that your interactions with Nora may be recorded and/or transcribed. This means that any conversation you have with Nora, either voice or text, could be saved for future reference or analysis. If you do not consent to your interactions being recorded, then you should not interact with Nora.

6. Customer Privacy:

The Noble Health Notice of Privacy Practices applies to these services and is available at <https://www.kinneydrugs.com/contact-us/KD-NPP/> or at your local Noble Health pharmacy.

7. Termination and Suspension:

Noble Health reserves the right to terminate or suspend your right to use Nora, or any communication services available through Nora, at any time in its sole discretion.

8. Warranty Disclaimers and Limitations of Liability:

8.1. Voluntary Use. Your participation in these communication services is entirely voluntary and at your sole discretion and risk. If you are dissatisfied with Nora, any message content, or these Terms, you should opt out and discontinue use of the services.

8.2. **NO WARRANTY.** Nora, and any communications from Nora, are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, Noble Health and its service providers disclaim all warranties of any kind, whether express, implied or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement and any warranties arising as a course of dealing or usage in trade.

Noble Health does not guarantee that Nora will be accurate, reliable, complete or timely. Nora does not offer medical advice, diagnosis, or treatment, and should not be relied upon as a substitute for consultation with a licensed healthcare professional.

8.3. **LIMITATIONS OF LIABILITY.** To the maximum extent permitted by law, Noble Health, its licensors and service providers, are not and will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, data, or other intangible losses, arising out of or related to your use of Nora (including any Outputs provided by Nora), even if Noble Health or its licensors or service providers, have been advised of the possibility of such damages. If any part of this limitation is found unenforceable, Noble Health' total liability to you for all claims arising from or related to Nora, whether based in contract, tort (including negligence) or otherwise, may not exceed one hundred dollars (US \$100.00), even if such remedy should fail of its essential purpose.

9. Dispute Resolution / Arbitration / Class Action Waiver:

PLEASE READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. EXCEPT AS EXPRESSLY PROVIDED BELOW, MOST DISPUTES BETWEEN YOU AND NOBLE HEALTH MUST BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION INSTEAD OF IN COURT. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY AND YOU ARE WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

9.1. Agreement to Arbitrate; Exceptions. Any dispute, claim, or controversy arising out of or relating to these Terms, your use of Nora, or your relationship with Noble Health (a “Dispute”), whether based in contract, statute, regulation, tort (including fraud and negligence), or other legal or equitable theory, will be resolved exclusively through final and binding individual arbitration. This agreement to arbitrate does not apply to: (a) individual claims brought in small claims court (or equivalent), provided the claim qualifies, remains in that court, and is pursued individually without consolidation or coordination with other claims; (b) actions to compel arbitration or to confirm, vacate, or enforce an arbitration award under the Federal Arbitration Act (9 U.S.C. §§ 1-16) (the “FAA”); or (c) actions to bring issues to the attention of governmental agencies that cannot be waived by law, provided such agencies may seek relief on a party's behalf only to the extent permitted by law.

9.2. Informal Dispute Resolution. Before initiating arbitration, you agree to first attempt to resolve the Dispute informally by sending Noble Health written notice describing the Dispute, relevant facts, your contact information, and supporting documentation, using the contact information in Section 14. The parties will engage in good-faith efforts to resolve the Dispute for sixty (60) days from receipt of the notice. If the Dispute remains unresolved, either party may proceed with arbitration. Any applicable statute of limitations is tolled during this process.

9.3. Federal Arbitration Act; Delegation. This arbitration agreement is governed by the FAA, which controls all questions regarding its interpretation, enforceability, and application, regardless of any contrary state law. The arbitrator, not any court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or formation

of this arbitration agreement, including any claim that all or part of it is void or voidable; provided, however, that the enforceability of the class action waiver in Section 9.6 shall be determined solely by a court of competent jurisdiction.

9.4. Administrator, Rules, Fees, and Costs. Arbitration will be administered by JAMS under its Streamlined Arbitration Rules & Procedures, as modified by the JAMS Consumer Arbitration Minimum Standards (collectively, the "**JAMS Rules**") (available at www.jamsadr.com/rules-streamlined-arbitration and www.jamsadr.com/consumer-minimum-standards). If JAMS is unavailable, the parties shall mutually agree on an alternative administrator; failing agreement, a court shall appoint one. Noble Health will pay all arbitration fees and costs required under the JAMS Consumer Arbitration Minimum Standards, or that a court orders it to pay. Each party bears its own attorneys' fees unless applicable law expressly provides for fee-shifting.

9.5. Procedures. The arbitration shall be conducted by telephone, videoconference, or written submissions, unless the arbitrator determines an in-person hearing is necessary. Any in-person hearing shall take place in the county in which you reside or, at Noble Health' election, in Syracuse, New York. The arbitrator shall apply applicable substantive law, enforce these Terms, and issue a reasoned written decision that is final, binding, and may be entered in any court of competent jurisdiction. Unless otherwise required by law, proceedings shall remain confidential.

9.6. Waiver of Class and Representative Actions. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, WHETHER IN ARBITRATION OR IN COURT. YOU AND NOBLE HEALTH EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN SUCH ACTIONS. This waiver does not prevent either party from participating in a class-wide settlement approved by a court.

9.7. Severability; Limitation of Claims. If any portion of this Section 9 is found invalid or unenforceable, the remaining portions remain in effect. If the class action waiver in Section 9.6 is held invalid with respect to a particular claim, that claim shall proceed only in court; all other claims remain subject to this Section 9. Any claim arising out of or relating to these Terms must be filed within one (1) year after it accrues, or it is permanently barred. This limitation does not apply where applicable law mandates a longer period that cannot be shortened by agreement.

10. Governing Law and Venue:

Except as expressly provided in Section 9 (Dispute Resolution / Arbitration / Class Action Waiver), these Terms and any Dispute arising out of or relating to these Terms, your use of Nora, or your relationship with Noble Health are governed by the laws of the State of New York, without regard to conflict-of-law principles. To the extent any Dispute is not subject to arbitration under Section 9, such Dispute shall be brought exclusively in the state or federal courts located within Onondaga County, New York, and you irrevocably consent to the personal jurisdiction and venue of such courts.

11. Waiver of Jury Trial:

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND NOBLE HEALTH EACH IRREVOCABLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR NORA, WHETHER SUCH ACTION IS BROUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. Entire Agreement:

These Terms, together with our Notice of Privacy Practices, constitute the entire agreement between you and Noble Health regarding the communication services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the communication services. .

13. Updates To Terms:

Noble Health may update these Terms from time to time. For the most current version, please visit <https://www.kinneydrugs.com/kxterms/> By continuing to use our communication services, including text messages and voice calls, you agree to review the Terms regularly and to be bound by the most recent version. When material changes to these Terms are made, we will notify you through a text or voice message sent to the phone number you have provided or by posting a prominent notice on our Noble Health website. Your continued use of the communication services after such update constitutes your acceptance of the updated Terms.

14. Contact Us:

For questions, concerns, or assistance:
Noble Health Services
6040 Tarbell Drive
Syracuse, NY 13206
ATTN: PATIENT SUPPORT SERVICES

Email: contactus@noblehealthservices.com