



Ruby® Receptionists Terms and Conditions

Subject to the client's consent upon signup, Ruby Receptionists ("Ruby") hereby agrees to provide various Telecommunications Services to Client pursuant to the Terms and Conditions set forth herein and in the Service Agreement.

Automatic Renewal Term

This agreement shall be for a term of 30 days and shall automatically renew unless 30 days prior written notice has been given to the other party; however, if either party is in material default of this agreement, the other party may cancel this agreement pursuant to the terms below.

To cancel service, please call 866-611-7829, email staff@callruby.com, or send written notification to Ruby Receptionists, 805 SW Broadway #900, Portland, OR 97205.

First 30 Days

During the first 30-Days of service, services are cancelable by either party at any time.

21 Day Money Back Guarantee

During the initial 21 calendar days (or 1,000 minutes of Service if earlier) following the Initiation Date, Client may for any reason cancel the Services and receive a full refund of any Ruby charges. To receive such refund, Client must notify Ruby in writing on or before the 21st day (or before 1,000th minute of Service if earlier) following the Initiation Date.

Payment

Regular service shall initiate within the next business day of completing the sign-up form, or on the specified service start date. On or before the first of the month immediately following Initiation Date, and on or before the first of every month thereafter, Client shall pay to Ruby the Monthly Charge. In addition to the Monthly Charge, Overage Charges for exceeding plan minutes and Late Fees ("Variable Charges") may be assessed pursuant to the Service Agreement. All charges are shown in United States dollars. All payments must be received by Ruby no later than 30 days after Due Date. The Due Date for the Monthly Charge is the first of the month for which service is provided. The Due Date for the Variable Charges is the first of the month immediately following the month for which service is provided. I understand that I must maintain a valid Payment Method on file with Ruby at all times. I hereby authorize Ruby Receptionists to debit my Payment Method on file for all sums arising out of this Agreement. In the event Ruby does not receive full payment within 45 days of Due Date, Client will be considered to be in Material Default of this Agreement and Ruby

shall have the right to immediately terminate service without waiving the right to collect any and all amounts then due plus all Late Fees that may accrue thereafter.

Late Charges

Any payment(s) not received within 30 days of the Due Date, and every month thereafter, are subject to a Monthly Late Charge equal to \$10 or 10% of the amount then due, subject to any restrictions imposed by local law.

Confidentiality

Ruby will use reasonable care to maintain the confidentiality of Client confidential information provided to Ruby in the course of providing the Telecommunication Services. Ruby will not disclose or use such confidential information, except as authorized by Client or otherwise compelled by law. Client's confidential information shall not include any information in the public domain through no fault of Ruby, or information received from a third party having the right to transfer such information.

Liability

Ruby makes no representations or warranties, express or implied, of any kind to Client or third party regarding Ruby's services. Ruby shall use reasonable efforts to provide the agreed upon services however, in no event, shall Ruby be liable to Client, or any third party, for any claims for loss or damages as a result of any action or inaction by Ruby.

Warranty

You acknowledge and agree that Ruby has not made, and does not make, any warranty or guarantee with respect to the Service or Applications, whether express or implied, and that the Service is offered to you "AS IS" and "AS AVAILABLE."

You acknowledge and agree that Ruby cannot and does not guarantee (i) that the Service will be available at all times, (ii) that voice mail, notifications or e-mail messages or other services will be delivered or received within a particular time, or will be transmitted accurately, or (iii) that voice mail, notifications or e-mail messages will be stored for any particular time. You acknowledge and agree that Ruby cannot and does not guarantee (i) the successful connection of phone calls that terminate at a service provided by an individual or entity other than Ruby.

Mobile Application

The Ruby Receptionist Mobile Application can be configured to make calls using Your voice connection from Your mobile service provider; this may result in additional voice minute usage fees from Your mobile service provider.

Beta Functionality

From time to time, you have the option to participate in a program with Ruby where you get to use Alpha or Beta services, products or features (“Beta Functionalities”) offered by Ruby. These Beta Functionalities are not generally available and may contain bugs, errors, defects or harmful components. Accordingly, Ruby provides the Beta Functionality to the Client “As Is.” We make no warranties of any kind, express or implied with respect to the Beta Functionalities and does not warrant that the Beta Functionalities will be error-free or that they will meet any service level, or will operate without interruptions or downtime.

Receptionist Minutes

Receptionist minutes are billed in 30-second increments and calls are rounded up to the nearest 30-second mark. As an example, if a call is ten seconds long, it will be billed as 30 seconds (or half a receptionist minute).

For **inbound calls**, receptionist time is calculated starting from the time the receptionist receives the call and ends when a receptionist transfers the call through to someone, or to voicemail, or otherwise disconnects because the call is over. We include hold time, and exclude the talk time once a call is transferred to you or your voicemail box.

For **outbound calls**, receptionist minutes are calculated by counting the time the Outbound Call Specialist is on the call, as well as the time they spend preparing for the call (reading your initial request) and sending a follow-up email to fill you in on the results of the call.

Telephone Numbers

Any telephone number ported to Ruby shall remain the property of the Client. Ruby will allow the Client to port away the telephone numbers, so long as the Client has an account in good standing and, for numbers assigned to the Client by Ruby, the Client has been assigned the number more than twenty one (21) days prior to the port-away date.

Miscellaneous

These Terms and Conditions and the Ruby Receptionists Service Agreement set forth the entire Agreement between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto. These Terms and Conditions may only be modified in writing, signed by an authorized representative of Ruby.

We reserve the right to terminate or otherwise suspend your account if you or your callers are abusive, disrespectful, or otherwise inappropriate to our receptionists or service providers.

We reserve the right to not respond to requests, or terminate your account, if: (i) we suspect that a request constitutes or otherwise relates to fraudulent or otherwise illegal activity; (ii) we suspect that the request relates to a sexual or otherwise potentially illicit encounter; or (iii) you harass, or otherwise make inappropriate comments or suggestions to our staff or personnel.

Ruby services are intended for customers in North America.

Jurisdiction

The laws and jurisdiction of the state of Oregon shall govern any and all matters of dispute between Ruby and Client. Any dispute arising from these Terms and Conditions shall be resolved in the state or federal courts located in Multnomah County, Oregon, and the parties irrevocably consent to jurisdiction in such courts.

Privacy Policy

This privacy policy discloses the privacy practices for <https://www.callruby.com> and Ruby® Receptionists, Inc., (hereafter referred to as “Ruby Receptionists”). This privacy policy applies solely to information collected by this web site and the Ruby mobile app.

Ruby Receptionists is committed to ensuring your privacy is protected and your information secure. You can be assured any identifying information you provide will be used in accordance with this privacy statement, if it is used at all.

What we collect

We collect information from you when you complete our online service agreement, fill out a form, send us an email, enter information on our site, use the customer website or our mobile app. Depending on the area of the site or mobile app, we may collect and store on our servers:

- Name and job title
- Company name and address
- Contact information including email address and phone number
- Payment information stored as a Token
- Calendar or contact information from your device, if you have allowed access
- Device information, the type of device you use, and operating system version
- Other information to ensure a great experience with our service

What we do with the information we gather

Any of the information we collect from you may be used in one of the following ways:

- To personalize your experience and help us better respond to your needs
- Internal record keeping
- To process transactions smoothly and securely
- Improve our services
- To integrate with third party software as authorized by you

Additionally, we may periodically send promotional emails about our service, special offers or other information (company news, updates, etc.) which we think you may find interesting using the email address you provided. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website and the mobile app according to your interests.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies and tracking

Cookies are small files which ask permission to be placed on your computer's hard drive. Once you agree, the cookie then enables us to recognize your browser in order to capture and remember certain information, as well as analyze web traffic. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes, and dislikes by gathering and remembering information about your preferences. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Choosing to disable cookies may prevent you from taking full advantage of the website. Web browsers allow control of cookies through their browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org/manage-cookies/

We also utilize third party analytics tools, such as Google Analytics, to gather anonymous information designed to help us gain insight into how customers interact with and use our web and mobile applications.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. These third-party sites have separate and independent privacy policies. Therefore, we have no responsibility or liability for the content and activities of these linked sites, or any information you provide while visiting those sites. Nonetheless, we strive to protect the integrity of our site and welcome any feedback about linked sites.

Controlling your personal information

You may opt out of any future marketing contacts from us at any time. You can do so by contacting us at unsubscribe@callruby.com.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting unless you tell us that you do not wish this to happen.

Any data collected from web forms completed on this site is considered as opt-in permission to be included in our marketing database.

Updates

Ruby Receptionists may change this policy from time to time.

All updates will appear on this page, so check back periodically to ensure you are happy with any changes. This policy is effective from June 16, 2017.

Your Consent

By using our site, you consent to our privacy policy.

If you feel that we are not abiding by this privacy policy at any time, please contact us immediately by email at marketing@callruby.com.

