Ruby Affiliate Program Terms & Conditions

These Ruby Affiliate Program Terms and Conditions ("Terms") govern your participation in the Ruby Affiliate Program described at https://www.ruby.com/partners/affiliate-referrals (the "Program"). These Terms are a binding contract between Ruby Receptionists, Inc. ("Ruby," "us," "we," or "our") and you as a participant in the Ruby Affiliate Program ("you" or "Affiliate"). By submitting an application for the Ruby Affiliate Program on Ruby's website, or through PartnerStack, you agree to be unconditionally bound by these Terms. You must be of legal age and capacity to form a binding contract to accept these Terms. If you do not agree with these Terms, do not apply for or participate in the Program.

1. **Application.** After you submit an application to participate in the Program, Ruby will review your application and notify you whether or not you have been accepted as an Affiliate. If you apply for or participate in the Program on behalf of a company or other entity ("Entity"), you represent, agree, and warrant that you are authorized to act on behalf of the Entity and to bind such Entity to these Terms. Ruby may require that you provide additional information or complete certain requirements as a condition of your acceptance as an Affiliate. If you are accepted as an Affiliate, you must complete any enrollment or registration criteria set by Ruby within thirty (30) days of your acceptance.

2. **Affiliate Link.** The Program allows you to place a hyperlink provided by Ruby on your website, online channel, or advertising networks to the Ruby website ("Affiliate Link") and earn a Commission for each Referral as described in these Terms. You may use graphic and text Affiliate Links on your website, other online channels you own or operate, within email messages, or print promotional materials. You may use the graphics and text provided by Ruby, or you may create your own graphic or text in compliance with these Terms. Ruby occasionally offers coupons to select Affiliates. You may only promote a coupon if Ruby selects you as an Affiliate to participate in such coupon promotion. Pay Per Click bidding is not allowed without prior written permission. Ruby reserves the right to add or change the requirements for use of Affiliate Links at any time with notice to you.

3. **Commissions.** You will receive a commission in the amount of one hundred fifty dollars ($150) USD ("Commission") for each new customer that signs up to purchase Ruby services after clicking your Affiliate Link (each a "Referral") provided that: (i) the Referral completes the customer signup process after clicking your Affiliate Link; (ii) Ruby approves the Referral in our sole discretion; (iii) the Referral remains an active Ruby customer in good standing for a minimum of 21 days after the conclusion of the Referral's Money Back Guarantee period ; and (iv) you have a valid Partnerstack account that is setup to receive reward distributions. You will receive one Commission payment per Referral. You are eligible to receive a Commission if you refer yourself, your company, or the parent company or a subsidiary of your company. Commissions are paid once a month. You are responsible for payment of all taxes and fees (including bank fees) applicable to Commissions. All amounts payable by Ruby to you are subject to offset by us against any amounts owed by you to us. We reserve the right to alter or change the Commission amount by updating these Terms or giving you notice by email or other means.

4. **Referrals.** To be valid, a Referral must: (i) be a new Ruby customer and (ii) not be, at the time of signup via the Affiliate Link or sixty days prior, a pre-existing Ruby customer or involved in Ruby's active sales process. Ruby reserves the right to approve or reject any Referral in our sole and absolute discretion. You will have no legal recourse against Ruby for the rejection of a Referral. As an Affiliate you represent and warrant that you have all sufficient rights and permissions to participate in the Program and to provide Ruby

with Referrals for Ruby's sales and marketing purposes and your participation in the Program will not conflict with any of your existing agreements or arrangements.

5. **Affiliate Obligations.** As an Affiliate you will: (i) represent yourself to the public as an Affiliate of Ruby as either a "Ruby Marketing Affiliate" or "Ruby Affiliate;" (ii) represent Ruby on websites and other advertising channels only as a secondary brand and represent Affiliate as the primary brand to clearly show the relationship between Affiliate and Ruby; and (iii) acknowledge Ruby is the sole owner and operator of get.ruby.com and ruby.com. Affiliate agrees to follow Ruby's brand guidelines for all Affiliate marketing materials and advertisements. Affiliate may not purchase advertisements that direct to the Affiliate's website or through a link other than the Affiliate Link in a manner that, in Ruby's sole discretion, competes with Ruby's own advertising campaigns (e.g., use of Ruby branded keywords). Affiliate may only run advertisements that direct from the advertisement to Affiliate's own website. Affiliate agrees to share with Ruby where and how Affiliate uses the Affiliate Link (e.g., links, screenshots, or emails) promptly upon request by Ruby.

6. **Ruby Obligations.** Ruby will use PartnerStack to determine Referral attribution and to distribute Commissions and track Referrals from Affiliate using PartnerStack. Referrals are only tracked via Affiliate Links. Ruby will not accept Affiliate claims of Referrals through any other method. Incorrect use of Affiliate Links may cause an inability to track Referrals and may result in removal of Affiliate from the Program. If a Referral signs up as a Ruby customer after clicking two different Affiliate Links, the Affiliate whose Affiliate Link was clicked first receives the Referral credit. Ruby reserves the right to modify application of this rule in certain circumstances. Ruby will provide each Referral that signs up as a Ruby customer via your Affiliate Link a discount up to one hundred fifty ($150) USD off such Referral's first full month of Ruby services (*for 100-minute plans or above) or for plans under 100-minutes, a discount of $50/month for first 3 months. In addition to or instead of this discount, Ruby may, from time to time, offer other discounts for other subscription plans.

7. **PartnerStack.** Ruby offers the Program through PartnerStack. By agreeing to these Terms, Affiliate also agrees to the PartnerStack Terms of Service available at https://partnerstack.com/policies and as amended from time to time.

8. **FTC Compliance; Opt-Outs.** Affiliate will comply with all FTC requirements, including without limitation that Affiliate will clearly disclose above or before the Affiliate Link that Affiliate will receive a Commission for Referrals. Affiliate will promptly comply with all opt-out, unsubscribe, "do not call" and "do not send" requests in compliance with applicable law.

9. **Privacy.** You acknowledge that you have read our Privacy Notice and you understand and agree that any Personal Information you submit to Ruby as part of the Program will be treated as described in our Privacy Notice. You represent and warrant that you will only submit information to Ruby if you are authorized to do so and any information you submit to us will be truthful and accurate. Affiliate is solely responsible for ensuring that Affiliate's participation in the Program complies with applicable data protection laws.

10. **Trademarks.** Affiliate may use Ruby trademarks only as follows: (i) only use the images of Ruby trademark that are made available to from Ruby, without altering them in any way; (ii) only use Ruby trademarks in connection with the Affiliate Program and in compliance with these Terms; (iii) comply with all Ruby brand guidelines; and (iv) immediately comply with any request by Ruby to discontinue use of any trademark. Affiliate is strictly prohibited from using Ruby trademarks: (a) in a misleading or disparaging way; (b) in a way that implies that Ruby endorses, sponsors or approves of Affiliate services or products; or (c) that is in violation of applicable law or in connection

with an obscene, indecent, or unlawful topic or material. Affiliate hereby grants Ruby a nonexclusive, nontransferable, royalty-free right to use and display Affiliate's trademarks, service marks, and logos ("Affiliate Marks") in connection with the Program and these Terms. You represent and warrant that you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

11. **Proprietary Rights.** Unless otherwise expressly indicated, the information contained in Ruby's services, including but not limited to all images, illustrations, designs, photographs, video clips, text, graphics, icons, designs, software code, written information and screens appearing in the Services, and other materials, as well as names, logos, taglines, trade dress, and other trademarks, on the Site or in our other Services, are copyrights, trademarks, trade dress or other intellectual property (collectively, the "Contents") is owned, controlled, or licensed by Ruby or our affiliates, or are the property of the Contents' respective owners. The Contents are protected by U.S. and foreign copyright, trademark, trade dress, or other proprietary right laws and international conventions. You understand that your participation in the Program does not authorize you to use Ruby's services or any Contents in any manner other than specifically authorized by these Terms.

12. **Term; Termination.** These Terms commence on the date the Affiliate submits an application to participate in the Program and continues until terminated by either party and provided herein. Either party may terminate these Terms upon thirty (30) days written notice to the other party.

13. **Indemnity.** A party hereto ("Indemnifying Party") will indemnify, defend and hold harmless the other party and its directors, officers and employees from any loss, liability, damage, cost or expense (including attorneys' fees) to the extent arising out of any claim by a third party based on the Indemnifying Party's breach of these Terms. As a condition of receiving indemnification, a party seeking indemnification hereunder (the "Indemnified Party") will provide the Indemnifying Party with (i) prompt written notice of the claim (provided, however, that the failure to give such notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure); (ii) full and complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission (which will not be unreasonably withheld, delayed or conditioned) in the event the settlement would expose the Indemnified Party to any liability, create any potentially adverse precedent that could negatively impact the Indemnified Party's operations, or fail to unconditionally release the Indemnified Party from all liability); and (iii) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

14. **Disclaimer of Warranty.** AFFILIATE'S PARTICIPATION IN THE PROGRAM IS AT AFFILIATE'S OWN RISK. RUBY MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE PROGRAM OR RELATING TO THE AVAILABILITY, QUALITY, RELIABILITY, SUITABILITY, TIMELINESS, TRUTH, ACCURACY OR COMPLETENESS OF THE PROGRAM OR RUBY'S WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED "AS IS," "AS AVAILABLE" AND "WHERE-IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. RUBY DOES NOT WARRANT THAT THE PROGRAM WILL MEET ALL OF AFFILIATE'S REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WILL BE CORRECTED. NO ORAL OR WRITTEN

INFORMATION, REPRESENTATION OR ADVICE GIVEN BY RUBY SHALL CREATE A WARRANTY WITHOUT A WRITTEN STATEMENT SIGNED BY RUBY REFLECTING THE CREATION OF SUCH WARRANTY.

15. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RUBY BE LIABLE TO AFFILIATE OR TO ANY THIRD PARTY UNDER ANY THEORY OF LIABILITY – WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), AGENCY, WARRANTY, STATUTE, OR OTHERWISE – FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ANY LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, HOWEVER ARISING, EVEN IF RUBY KNEW OR SHOULD HAVE KNOWN THAT THERE WAS A POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL RUBY BE LIABLE TO YOU FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AGGREGATE OF THE COMMISSIONS PAID TO AFFILIATE HEREUNDER DURING THE THREE (3) MONTHS PRIOR TO THE ACT GIVING RISE TO THE LIABILITY OR, IF NO FEES WERE PAID DURING SUCH THREE-MONTH PERIOD, ONE HUNDRED FIFTY US DOLLARS ($150), IN EACH CASE, WHETHER OR NOT RUBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **Notices**. Any notices or other communications provided by us under these Terms, including those regarding modifications to these Terms, will be given via email to your email address on your account or by posting to PartnerStack. Notices from you to Ruby will be given via email to partners@ruby.com or through the PartnerStack platform. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.

17. **Non-Exclusivity.** These Terms do not create an exclusive agreement between Affiliate and Ruby. Both Affiliate and Ruby have the right to recommend similar products and services of third parties and to contract with other parties in connection with an affiliate marketing program.

18. **Relationship of the Parties:** The parties are independent contractors under these Terms, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. These Terms shall be interpreted in a court of law to have been mutually drafted.

19. **Dispute Resolution; Governing Law.** Ruby and Affiliate agree that any dispute, controversy or claim between Affiliate and Ruby arising out of or relating to the Program or these Terms or any alleged violation of any federal, state, or local law, statute, or ordinance (each such dispute, controversy or claim, a "Dispute") will be governed by the Dispute Resolution provisions set forth in Ruby's Terms of Use available at https://www.ruby.com/terms. These Terms are governed by and construed in accordance with the laws of the State of Oregon, without reference to its conflict of law provisions.

20. **Geographic Restrictions.** Ruby makes no claims that the Program is accessible or appropriate outside of the United States. Participation in the Program may not be legal by certain persons or in certain jurisdictions. If Affiliate Participates in the Program from outside the United States, Affiliate does so on its own initiative and is solely responsible for compliance with local laws.

21. **Entire Agreement.** These Terms and the agreements incorporated by reference herein constitute the entire and exclusive understanding and agreement between Ruby and Affiliate regarding the Program and supersede and replace any and all prior oral or written understandings or agreements between the parties regarding the Program. The rights and remedies provided by these Terms are cumulative, and the exercise of any right or remedy

by either party, whether pursuant to these Terms, to any other agreement, or to law, will not preclude or waive its right to exercise any or all other rights and remedies. The section headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms. These Terms may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

22. **Assignment.** Neither party will assign these Terms without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without consent, assign these Terms to any successor to all or substantially all its business that concerns these Terms (whether by sale of assets or equity, merger, consolidation or otherwise). In the event these Terms are assigned, all the terms and provisions of these Terms will be binding upon, will inure to the benefit of, and be enforceable by the successors and assignees of the parties to these Terms.

23. **Enforcement.** Ruby reserves the right (but is not required) to remove Affiliate from the Program at Ruby's sole discretion if Ruby determines that Affiliate's participation in the Program is in any way objectionable or in violation of these Terms.

24. **Waiver; Severability.** Ruby's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. Except as expressly set forth herein, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

25. **Notices.** Notices from Ruby to Affiliate will be given via email to Affiliate's email address on file with Ruby or by posting the notice to the PartnerStack platform. Notices from Affiliate to Ruby will be given via email to partners@ruby.com or as a message through the PartnerStack platform. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.

26. **Amendments.** Ruby reserves the right to update these Terms from time to time. We will notify you of such updates by email or other means. Your continued participation in the Program following an update is your agreement to such updates. If you do not agree to an update to these Terms, your choice is to terminate these Terms as provided herein.