



All business is personal.

RUBY RECEPTIONISTS, INC.

Terms of Use

Last Updated December 2023

These Terms of Use (or “**Terms**”) are a binding contract between you, Ruby Receptionists, Inc., and our subsidiary Pure Chat, Inc., and our other affiliates and subsidiaries (collectively, “**Ruby**,” “**us**,” “**we**,” or “**our**”). These Terms, together with our [Privacy Notice](#) which is expressly incorporated herein by reference, govern your use of our (i) Receptionist or Chat Services, (ii) chat, visitor tracking, mobile applications, customer portals and dashboards and other software we offer (collectively, the “**Software**”), (iii) www.ruby.com and other websites or online channels we own or operate (collectively, the “**Site**”), as well as (iv) all applications, platforms, and digital properties we offer through third party platforms (altogether, with the Site and Software, the “**Services**”). Any capitalized terms used herein without being defined have the definitions given in the [Privacy Notice](#). Additionally, separate terms may apply to our Services, including without limitation our [Data Processing Addendum](#), each of which will be considered to form part of these Terms.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION PROVISIONS AND CLASS ACTION WAIVER” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND RUBY OR OTHER PARTIES DESCRIBED HEREIN WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

CALL RUBY

If you have any questions about these Terms or our Services, please contact privacy@ruby.com or 866-611-7829.

ACCEPTANCE

By accessing or using any of our Services, you agree to be unconditionally bound by these Terms. Where the option is made available to you, you may accept the Terms by your statement or by clicking to accept or agree to the Terms over the phone or chat or in any agreement, electronic form, or the user interface for any Service we offer. You must be of legal age and capacity to form a binding contract to accept the Terms. If you do not agree with any of these Terms, do not access the Site or use our Services. If you are using or accessing the Services 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. **ACCEPTANCE OF THESE TERMS IS REQUIRED FOR USE OF RUBY’S SERVICES AND ANY USE OF RUBY’S SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS.**

SUBSCRIPTIONS

This section governing subscriptions applies to you only if you sign up for a paid subscription plan or another paid Service, a free trial of a paid Service, Experience Ruby, a free version of our Chat Services, or a promotion (in each case as a “**Customer**”). You agree that your subscription begins the day you sign up for Services and automatically renews every 30 days unless you cancel or change it. We reserve the right to change our subscription plans and other Services offered to Customers or adjust pricing for our Services or any components thereof in any manner and at any

time. We will give you at least 30 days' notice prior to any price change or change to your subscription plan.

Registration. To become a Customer, you must first register with Ruby, create an account, and select an available Service. You must always maintain a valid email address and phone number on your account. Some Services may not be available to all Customers. We will explain which Services are available to you during the sign-up process. Depending on the Services you select, you will gain access to our Customer portal or dashboard, Software, or other platforms we provide as part of our Services. You represent and warrant that: (i) you will maintain the accuracy of that information; (ii) you will not do anything that might jeopardize the security of your account; and (iii) you will notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for maintaining the confidentiality of any login and password issued by Ruby to you to use the Services, and you are responsible for all activities that occur using your access credentials. Ruby reserves the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Receptionist Minutes. We measure Customer usage of our Receptionist Services using the concept of Receptionist Minutes. Receptionist Services packages include a specified number of base usage Receptionist Minutes for a fixed fee, and Customer usage that exceeds the base usage are charged overage fees. In all cases, Receptionist Minutes are calculated and billed in 30-second increments and calls are rounded up to the next 30-second mark. As an example, if a call is ten seconds long, it will be billed as 30 seconds (or half of one Receptionist Minute).

For inbound calls, Receptionist Minutes are calculated starting from the time the Receptionist receives the call and ending when a Receptionist transfers the call through to someone, or to voicemail, or otherwise disconnects because the call is over, as well as any time a receptionist spends completing any information on your call after the caller has hung up. We include hold time but exclude talk time once a call is transferred to you or your voicemail box.

For outbound calls, Receptionist Minutes are calculated by counting the time our Outbound Call Specialist is on the call, as well as the time they spend sending a follow-up email to notify you of the outcome of the call. Each Customer is responsible for monitoring Receptionist Minutes usage on its account through the Ruby 2.0 App or online portal at help.ruby.com.

Engaged Chats. We measure Customer usage of our Chat Services using the concept of Engaged Chats. An Engaged Chat is an online interaction with one of Ruby's Chat Specialists that starts when a Customer's website visitor engages a Chat Specialist and ends when (i) the Chat Specialist determines the chat is not Customer-related, (ii) the visitor closes the chat window, or (iii) the Chat Specialist closes the chat window. All chats deemed Engaged Chats are billed to our Customers, including but not limited to those tagged as Leads, Actionable Support, Non-Actionable Support, and Recruitment. Chats that are initiated by a bot, contain nonsensical verbiage, or are ended by the website visitor after the initial hello are not deemed Engaged Chats and therefore not billed to the Customer.

Receptionist and Chat Service Fees. We charge Customers two types of fees for Receptionist Services by phone and/or Chat Services by chat interaction: (i) a non-refundable fixed fee based on the package of Services you purchase, due in advance on or before the first day of each monthly billing period and (ii) variable overage fees if your usage exceeds the base usage units included with your subscription, due in arrears on or around the first business day following each monthly billing period. Fees are calculated on a monthly basis.

You are responsible for any mobile-related message or data charges, so please contact your wireless carrier if you have questions about messaging or data charges. Ruby will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator. To stop receiving text messages, you may reply "STOP" to any text message you receive from us. After you text "STOP" to us, we will send you a text to

confirm that you have been unsubscribed.

Telephone Numbers. When you sign up as a Customer, at your option, we will host your established telephone number or assign you a forwarding telephone number. We will allow you to port-away the telephone number associated with your account if you terminate your subscription provided your account is in good standing and (i) we were hosting your established telephone number, or (ii) the forwarding telephone number was assigned to you more than 21 days prior to the port-away date. Ruby reserves the right to release or reassign any telephone numbers not ported back within three months after termination of the applicable subscription.

Promotions. You may be eligible for our Services at a promotional rate, applied either as (i) a special one-time offer or (ii) an ongoing benefit offered by your professional association or an organization with which you are a member. A maximum of one one-time offer and one ongoing benefit may be applied to your account at a time. You cannot combine or stack multiple one-time offers or multiple ongoing benefits. Additional limitations may apply to your use of a promotion, which we will explain to you when you apply a promotion to your account.

Free Trial or Money Back Guarantee. A new Customer's subscription may start with a free trial or an introductory period during which we give you a money back guarantee. Free trials and money back guarantees may vary in duration and may not be available to all Customers. If granted to you, the duration of the free trial or money back guarantee is stated at sign-up. Please note that we will convert your Customer account from a free trial account to a subscription account at the end of the free trial period unless you cancel your subscription prior to the end of the free trial period. Free trials and money back guarantees are only available to new Customers who have never previously signed up for any of our Services. A Customer that receives either a free trial or a money back guarantee will not be eligible for either option in the future. Should you decide to cancel service and obtain a full refund for the cancelled service, you must notify us of the service you wish to cancel either within 21 days of your subscription service sign-up date or before your usage exceeds 500 receptionist minutes/50 billable chats, as applicable, whichever occurs sooner. Additional conditions, restrictions, or limitations may apply to a free trial or money back guarantee, which we will explain when you sign up as a Customer.

BILLING AND PAYMENT

If you sign up as a Customer, you agree to use the Services only as permitted by these Terms and to pay the fees associated with the Services to which you subscribe and any changes you make to your selections from time to time, as well as any and all applicable sales and use taxes for the purchase of your subscription based on the address that you provide when you register as a Customer. All fees are quoted in United States dollars. Billing for your subscription starts on the day you sign up, even if some Services are not immediately available. You will be billed for each calendar day of your subscription including a full calendar day on the day you sign up. To process your order for Services, you must pay the fees for your first month of Services plus fees for any additional options, initial setup, or activation, as applicable. Invoices will be delivered to the email address associated with your account. It is your responsibility to maintain a valid and up to date email address on your account.

Payment Method. To receive subscription or free trial Services, you must maintain a valid payment method (credit or debit card or bank account for automated clearing house transaction) associated with your account. You authorize Ruby to charge your payment method every 30 days for the fees due hereunder, along with any sales and use taxes and any late fees or interest (as described below). If you arrange to make payments by check and you do not pay your invoice within 28 days from the invoice due date, we will charge your payment method for the outstanding balance past due. You represent and warrant that the payment information you provide to us is correct and accurate and you are using a payment method that you are legally authorized to use for this purpose. You agree that you are solely liable for any payment or credit card fraud, abuse, or unauthorized use by you or others. Except for downgrades and cancellations by you in the manner permitted herein, payments are nonrefundable, and there are no refunds or credits for partially used

periods.

Late Payment. If you do not pay on time or if we cannot charge the payment method you have on file for any reason, we reserve the right to either suspend or terminate your access to the Services. In addition, if any payment is not received within 30 days after the due date, then we may charge a late fee of \$10 and we may assess interest at the rate of 1.5% of the outstanding balance per month (18% per year), or the maximum rate permitted by law, whichever is lower, from 30 days after the due date until the date paid. If your unpaid fees are referred to an attorney or collections agency, you shall pay all reasonable attorney's fees or collections agency fees. Returning Customers must pay any unpaid balance, including any late fees, before receiving Services. For clarity, credits, vouchers, coupons, and promotions may not be used to receive Services by returning Customers until unpaid balances, including late fees, are paid.

Upgrades, Downgrades, and Cancellations. To upgrade, downgrade or cancel the Services you have selected, please contact Ruby at billing@ruby.com or 866-611-7829. New Customers will have a 90-day calibration window in which Ruby will process subscription upgrades and downgrades at any time and apply the change to your current monthly billing period. Returning Customers will not have a 90-day calibration window. Outside of this 90-day calibration window, you may upgrade or downgrade your subscription level only as specified in this paragraph. Downgrades are available after you have been on a specified subscription level for at least three consecutive billing periods, which may be within or outside the 90-day calibration window. If you request a downgrade, the downgrade is effective beginning on the first day of the next monthly billing period and will continue for subsequent billing periods until you request another change. You can request to upgrade your subscription level at any time. Upgrades are effective immediately and apply to the then-current monthly billing period and at least the subsequent two consecutive billing periods. Any resulting additional fees for the then-current billing period are due at the time of upgrade. If you contact us to cancel during a free trial or an introductory period during which we give you a money back guarantee, your cancellation is effective immediately. Otherwise, your cancellation is effective at the end of the then-current billing period. If you cancel your subscription or otherwise terminate your agreement with us, we will retain any fees you paid to us under these Terms unless otherwise set forth herein. All payments (with the exception of the free trial or an introductory money back guarantee) are non-refundable.

YOUR CUSTOMER CONTRACT

As a Customer, the duration of your contract with Ruby ("**Customer Contract**") is 30 days. Your Customer Contract starts the day you sign up and automatically renews every 30 days unless cancelled or changed as provided in these Terms. You acknowledge that your and Ruby's obligations under the Customer Contract begin anew with each renewal, and that Ruby owes you no obligations beyond each successive 30-day contract period.

You may cancel your Customer Contract at any time by contacting Ruby at billing@ruby.com or 866-611-7829 before your next invoice date. Ruby may in our sole discretion cancel your Customer Contract at any time by giving you notice via the Services, these Terms, or otherwise in writing. Except as otherwise provided herein, any cancellation of your Customer Contract is effective at the end of the then-current monthly billing period. Cancellation of your Customer Contract terminates your and Ruby's obligations described hereunder in Subscriptions, Billing and Payment, Your Customer Contract, and Mobile Application, as well as any other agreements executed between Ruby and you as a Customer; however, the remainder of these Terms shall remain in full force and effect until terminated as provided under Terms of Use Termination. Note that your Customer Contract will remain in effect as long as you use Services governed by your Customer Contract, even if your paid Services are cancelled. For example, a Customer that continues using our free Chat Services after cancelling all paid Services remains subject to their Customer Contract and these Terms until the Customer discontinues use of all Customer level Services offered by Ruby.

Notwithstanding anything to the contrary herein, Ruby reserves the right to immediately terminate

your Customer Contract or refuse to provide our Services if: (i) we suspect that a request from you or your client, customer or caller interacting with us by telephone, text, live chat, or other Software features (in each case, a “**Caller**”) constitutes or otherwise relates to fraudulent or otherwise illegal activity or to a sexual or otherwise potentially illicit encounter, (ii) you or your Callers are abusive, disrespectful, or otherwise inappropriate to our personnel, (iii) we determine, in our sole discretion, that our Services are not appropriate for your business or purposes, (iv) you fail to pay any invoice on time, or (v) you breach any of these Terms.

PRIVACY NOTICE

You acknowledge that you have read and understand our [Privacy Notice](#). You may review our Privacy Notice at any time by visiting our Site and clicking on the Privacy Notice link. You represent and warrant that any information you submit to us is truthful and accurate. Note that as a Customer, you are solely responsible for ensuring that you only use and make available our Services to your Callers and other consumers in compliance with applicable privacy and data security laws, including without limitation privacy laws designed to protect children online.

DATA RETENTION.

We provide a self-service portal where you may retrieve information regarding the Services. The information on the portal is subject to our data retention policies, which are designed to limit data retention in accordance with applicable law. We retain your data for a period of no more than 24 months and retain call recordings of any of your customer calls for a period of no more than 90 days. We make no representations or warranties that any data will be available on the portal or otherwise after it has been used to provide the Services. To the fullest extent allowable under law and our own data retention policies set forth above, we are not obligated to retain any of your data and are not liable for any loss of your data. While your account is active, we shall retain data, including but not limited to connection type and details, active directory, log files, and backup copies. We shall not be responsible for retaining any of your data after account termination. All data is deleted from our servers after your account is terminated and from backups during scheduled backup rotation. We will not restore, provide on any storage media, or send out any data pertaining to terminated accounts, unless specifically noted in a customized service agreement.

COMMUNICATIONS

Ruby may use your contact information to communicate with you about your use of our Services. For example, we may send you service announcements or administrative communications by email, phone, text, mail, or other means. You understand that you receive these communications as part of your use of the Services. While you can adjust your communications preferences by following instructions in our Privacy Notice, if you are a Customer, you will not be able to fully opt out from receiving these service announcements and administrative messages.

Texting Consent. By providing us with your wireless phone number, you consent to Ruby sending you informational text messages related to the products, Services, or information you have requested from us. If you activate a feature of our Software that allows us to send you text messages, per your request, we may contact you via text to test the system, for demonstration purposes, or to troubleshoot. The number of texts that we send to you will be based on your circumstances and requests. At your request or with your permission, we will also correspond with you via text in other circumstances. For example, with your permission we may contact you at the telephone number that you provide as part of completing a form or downloading information from our website. If you contact us for these or other purposes through text, we may respond by text. You can unsubscribe from text messages by text replying STOP or UNSUBSCRIBE. Messaging and data charges may apply to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges.

Marketing Communications. We may send you marketing communications by email, mail, or other means in compliance with applicable law. As part of our policy to provide you with total privacy, we provide you with the option of opting out of receiving marketing communications from Ruby.

SERVICE ACCESS

Ruby will use commercially reasonable efforts to maintain availability of the Services during your subscribed-to Service times. You agree and understand that there will be times when the Services will be unavailable, such as scheduled maintenance times; outages; emergency maintenance; unavailability caused by software, hardware, or other Customers or Callers; and causes beyond our reasonable control. Ruby will make commercially reasonable efforts to notify you of planned downtime and unavailability of the Services. Ruby is not liable for any delays, interruptions, or other transmission errors resulting from any lack of Service, whether or not the cause is mentioned in this paragraph, or any lack of Service caused by your device or your internet or wireless service provider.

UPDATES

From time to time, we may, in our sole discretion, develop and provide updates to our Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may modify or delete certain features or functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any features or functionality. Based on your device settings, when an internet-connected device is connected to the internet, either (i) the Services will automatically download and install all available Updates or (ii) you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge and agree that our Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to these Terms.

MOBILE APPLICATION

Ruby's mobile application (the "**App**") is only available to Customers as part of our Services. By downloading our App, registering, or creating a profile on the App, or submitting information via the App, you acknowledge our [Privacy Notice](#) and you consent to the collection and use of information as described therein. We reserve the right to amend or withdraw the App at any time and for any reason.

You must have a compatible mobile telephone or handheld device, internet access (if required by the App), and the necessary minimum specifications ("**Software Requirements**") to use the App. The Software Requirements for Apple iOS devices and Android OS devices can be found on the relevant App Store page. App software may be upgraded from time to time to add support for new functions or services. The App may request certain privacy permissions from time to time including, but not limited to, access to your calendar, contact list, device camera or choosing images from your device or access to your device microphone and associated features.

You acknowledge that the terms of agreement with your respective mobile network provider will continue to apply when using the App. Data and messaging charges may apply to your use of the App or any text messaging or photo sharing features you use via the App. You accept responsibility for any such charges that arise. If you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer to use the App.

The App may be configured to allow you to make calls using your voice connection from your mobile service provider. Please note that this may result in additional voice minute usage fees from your mobile service provider.

THIRD-PARTY SOFTWARE

Some of the Services may be available through or integrated with third party software, applications, or platforms ("**Third-Party Software**"). In some cases, Ruby may offer the Services using Third-Party Software, or you as a Customer may choose to integrate our Services with a Third-Party

Software of your choosing. You are solely responsible for your use of the Services with any Third-Party Software. You understand and agree that: (i) the Third-Party Software may have its own terms and conditions of use and privacy policies, and you agree to use the Third-Party Software in accordance with all applicable terms and conditions and privacy policies; (ii) Ruby does not endorse and is not responsible or liable for the behavior, features, or content of any Third-Party Software or for any transaction you may enter into with the provider of any such Third-Party Software; and (iii) Ruby does not warrant the compatibility or continuing compatibility of the Third-Party Software with our Services. Without limiting the generality of the foregoing, you understand and agree that if you use the Services to receive payments from Callers or other third parties, such payments are processed via a Third-Party Software payment processor and your use of the payment processor service is subject to the third party's terms and conditions and privacy practices. Please review such terms and conditions and privacy notice before using those services.

ACCEPTABLE USE

License Grant. You have a revocable, non-transferable, non-exclusive license to access the Site, and, if you are a Customer, you have a revocable, non-transferable, non-exclusive license to use the Software and/or other Services to which you subscribe, in each case as set forth in these Terms. The permissions described herein will terminate automatically if you breach any of these Terms. Upon termination of these Terms: (i) the permissions, rights and licenses granted to you herein shall terminate; (ii) you shall cease all use of the Services that have been terminated; and (iii) Ruby may at our own discretion remove and/or purge data, account information, and any other information obtained by us in connection with providing you with the Services.

Prohibited Use. You are strictly prohibited from using the Services: (i) in a manner that violates any applicable law, rule or regulation, including without limitation the U.S. CAN-SPAM Act, the Canadian Anti-Spam Legislation, the U.S. Telephone Consumer Protection Act, or the Children's Online Privacy Protection Act, each as amended from time to time; (ii) to transmit, store, or process health information in violation of the United States Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); (iii) to promote any goods or services or send communications that are illegal in the place offered to consumers; (iv) to advertise or promote adult services, illegal gambling, counterfeit or pirated goods or services, or violate any securities or commodities regulations (such as to support a "pump and dump" scheme); (v) to defraud, deceive or mislead anyone; (vi) to communicate or transmit content that is defamatory, dishonest, obscene, sexually explicit, pornographic, vulgar or offensive; (vii) to promote or engage in discrimination, racism, harassment or hate speech against any individual or group; or (viii) to threaten or promote violence.

You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market or transfer the Services or any portion thereof (including the Content) or use it in any manner not expressly authorized by these Terms. You further agree not to copy, reverse engineer, translate, port, modify or make derivative works of any portion of the Services. Tampering with the Services, conducting fraudulent activities on the Services and all other illegal activities are prohibited and may subject a user to legal action and/or termination of your access to the Site and/or our Services. You may not use the Services (including our Contents) in any way that might confuse others or that disparages Ruby.

Customer Responsibility for End Users. If you are a Customer, you agree to: (i) be responsible for compliance with these Terms by all of your employees, contractors, agents and other end users accessing or using the Services by, through or in connection with your Customer Contract (collectively, the "**End Users**"); (ii) ensure that each End User agrees to our Privacy Notice and these Terms and consents to the collection and processing of the End User's Personal Information via the Services prior to such End User accessing the Services; (iii) be responsible for the accuracy and lawful collection and use of any data, including Personal Information of End Users or other individuals, that is provided to Ruby or input to the Services by you as a Customer and all of your End Users; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Ruby promptly of any unauthorized access or use; and (v) use, and ensure that your End Users

use, the Services only in accordance with these Terms and all applicable law. Any use of the Services in violation of the foregoing by you as a Customer or your End Users that in Ruby's sole judgment threatens the security, integrity, or availability of the Services may result in immediate suspension of access to the Services.

Covered Entities. You understand and agree that if you are a Customer and a covered entity under HIPAA, it is your responsibility to ensure that you have executed and at all times comply with a HIPAA Business Associate Agreement with Ruby.

User Content. Site visitors and users of our other Services may have the opportunity to publish, transmit, submit, or otherwise post comments, Feedback, photos, or other user content via the Services ("**User Content**") that may be accessible and viewable by the public or others. You represent that: (i) you created and own the rights to or you have the owner's express permission to post the User Content; and (ii) the User Content does not infringe any other person's or entity's rights (including, without limitation, copyrights, trademarks, rights of publicity or privacy rights) or violate any applicable laws, rules or regulations, these Terms, or any of our other posted policies.

User Content must not: (a) misrepresent your identity or affiliation with any person or organization; (b) seek to collect others' Personal Information by any means; (c) seek to transmit chain letters, or bulk or junk email; (d) relate to contests, sweepstakes, or other sales promotions; (e) include information that may be used to track, contact, or impersonate another; (f) infringe any intellectual property or other proprietary rights of Ruby or any other person; (g) seek to harm or exploit children; (h) contain any material that is false, defamatory, libelous, obscene, harassing, discriminatory, profane, or otherwise offensive, damaging, unlawful, or harmful; (i) violate Ruby's or any other person's or entity's legal rights, contain any material that could give rise to civil or criminal liability under applicable laws or regulations, or otherwise promote, advocate or assist any illegal activity or unlawful act; or (j) be otherwise objectionable as determined by Ruby at our sole discretion.

You are solely responsible for your User Content and the consequences of posting it online. You assume all risks associated with dealing with other users with whom you come in contact through the Services, and, to the extent that the law permits, you release us from any claims or liability related to any User Content posted via the Services and from any claims related to the conduct of any other users. We reserve the right to monitor, post, remove, modify, or store User Content at our option any time and for any reason without notice. We do not endorse any User Content, and the User Content posted does not reflect our views. We take no responsibility and assume no liability for any User Content that you or a third-party post or sends on or through the Services, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

In consideration for your use of the User Content features, you grant to Ruby an irrevocable, worldwide, royalty-free, fully paid, sub-licensable, perpetual license to use, reproduce, make derivative works from, distribute, publish, display, or perform such User Content in whole or in part, by any and all means and media, in connection with advertising, marketing and promoting Ruby, our products and our Services. You acknowledge that Ruby may modify the User Content for any purpose. However, Ruby has no obligation to use any User Content, and Ruby's use of any User Content does not create or imply any endorsement of or affiliation with you.

PROPRIETARY RIGHTS

Unless otherwise expressly indicated, the information contained on our 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**") owned, controlled, or licensed by Ruby or its affiliates, or are the property of their 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 use

of the Services does not authorize you to use any Contents in any manner other than specifically authorized by these Terms. Any other use of the Contents in the Services including reproduction for purposes other than as noted herein, without the prior written permission of Ruby, is strictly prohibited. Only a duly authorized officer of Ruby may grant permission or a license to use any of our Contents; any attempted grant or similar promise by anyone other than a duly authorized officer of Ruby is invalid.

Copyright. You do not have permission to copy, reproduce, make derivative works from, distribute, republish, download, display, perform, post electronically or mechanically, transmit, record, or mirror any of the Contents without the prior written permission of Ruby. You may only display, download, or print the Contents for the purpose of using the Services as an internal or personal business resource.

Trademarks. The following is a non-exhaustive list of Ruby's registered and/or common law trademarks and service marks: RUBY (word mark); Ruby Logo (in various stylizations); Ruby Service Pyramid; Incent, Inspire, and Empower; Ruby Spelling Alphabet; Ruby Receptionist Graphic; Pure Chat; PureChat.com; Artibot.ai Logo; and all logos, trademarks, service marks, product names and trade names associated with Ruby, Pure Chat, or Artibot.ai. Ruby's trademarks, including names, logos, taglines, trade dress, and other trademarks, may not be copied, imitated, or used, whether in whole, partial, or modified form, without the prior written permission of Ruby. You may not use any meta tags or any other hidden text utilizing a Ruby name, trademark, or product name without Ruby's prior written permission. Third party trademarks and service marks used in our Services are the property of their respective owners, and we use them with their consent. Ruby and the other licensors of the marks in our Services reserve all rights with respect to all Contents and all intellectual property.

Feedback. You may from time-to-time provide us materials, communications, suggestions, comments, improvements, ideas, or other feedback related to the Site or our Services ("**Feedback**"). You hereby additionally grant us all rights, titles, and interests in and to any Feedback you provide. In the event this grant is not sufficient for us to fully realize and use the Feedback, you grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Services any of the Feedback you provide. By providing Feedback, you are representing that the Feedback is not subject to any intellectual property claim by a third party or any license terms which would require products or services derived from that Feedback to be licensed to or from, or shared with, any third party.

Unsolicited Submissions. Please do not send or provide any unsolicited data, reports, studies, ideas, works, materials, proposals, suggestions, content, or the like (collectively, "**Unsolicited Submissions**") in any form to Ruby or any of our employees or contractors. As a result of the legal and business complexities, we regret that it has become necessary for us to adopt a strict policy against accepting or considering any Unsolicited Submissions sent to us. This policy is necessary to avoid potential misunderstandings or disputes that may arise if our new products or services or marketing campaigns were to appear similar to an idea submitted by you. If, despite our request that you not send us your Unsolicited Submissions, you still submit them, then regardless of what your correspondence says, you understand and agree that the following terms will apply to your submissions: (i) your Unsolicited Submissions and their contents will automatically become the property of Ruby, without any compensation to you; (ii) there is no obligation for Ruby to review, consider, or otherwise use the Unsolicited Submissions; (iii) Ruby may use or redistribute the Unsolicited Submissions and their contents for any purpose and in any way; and (iv) there is no obligation to keep any submissions confidential.

Copyright Infringement/DMCA Notice. Ruby takes claims of copyright infringement seriously. If you are concerned that any contents on our Services are improper or infringing, please contact billing@ruby.com. If you would like the contents removed, please provide: (i) a detailed description of the objectionable content, including where it is located on the Services; (ii) a statement that you have a good faith belief that the poster does not have permission to use the said

objectionable content; (iii) a statement that you are the owner, or exclusive agent of the owner, of the objectionable content; (iv) your contact information, and; (v) a signed and sworn statement, under penalty of perjury, that your statements above are true to your knowledge. It is our policy, in appropriate circumstances and at our discretion, to respond to notices of alleged copyright infringement in accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”).

SITE SECURITY

You are strictly prohibited from violating or trying to violate Ruby’s security features, such as by: (i) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that you do so in writing; (iii) attempting to interfere with service to any user, host or network, such as by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing” or “crashing”; or (iv) sending unsolicited email, including promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

You hereby agree not to use any device, software, or routine to interfere or try to interfere with the proper working of the Services or any activity being conducted via the Services. You further agree not to use or try to use any engine, software, tool, agent or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site or other Services other than the search engine and search agents that we make available via the Services and other than the generally available third-party web browsers. If you violate our system or network security, you may face civil or criminal liability. We will investigate occurrences that may involve such violations. We may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

LINKS TO OTHER ONLINE SERVICES

Links to other online services from the Services are provided solely for your convenience. Ruby is not responsible for the content of any other online services, nor do we make any representations about the content or accuracy of material on any other online services. Inclusion of any links on our Site does not imply Ruby’s approval or endorsement of the other online services. Please be aware that when you click on links that take you to third-party websites, you do so at your own risk, and you will be subject to their privacy policies and practices and not ours. Any concerns regarding other online services should be directed to that service’s owner or operator.

CONSENT TO DO BUSINESS ONLINE

By accessing our Site, signing up for Services, creating an account with us, or typing your name into any of our electronic forms and indicating your acceptance or submission of information by clicking a box, you consent to (i) Ruby communicating with you electronically; (ii) receiving all applications, notices, disclosures, and authorizations (collectively, “**Records**”) from us electronically; and (iii) entering into agreements and transactions using electronic Records and signatures. Please note that federal law treats electronic signatures as having the same legal force and effect as if they were signed on paper by hand, and online contracts have the same legal force as signing an equivalent paper contract in ink. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You must have a computer or other web-enabled device, an internet connection, an active email account, and the ability to receive and read PDF files to conduct business with us electronically. You agree to be responsible for keeping your own Records. If you require assistance with your Records or if you wish to receive Records in paper format or to withdraw your consent to receiving electronic records from us, please contact us at privacy@ruby.com. Agreements and transactions executed prior to this request will remain valid and enforceable.

NO WARRANTIES.

WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER IN CONNECTION WITH THE SERVICES OR RELATING TO THE AVAILABILITY, QUALITY, RELIABILITY, SUITABILITY, TIMELINESS, TRUTH, ACCURACY OR COMPLETENESS OF THE SERVICES. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE,” AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT WARRANT THAT THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY US OR ANY REPRESENTATIVE OF OURS SHALL CREATE A WARRANTY WITHOUT A WRITING SIGNED BY US REFLECTING THE CREATION OF THAT WARRANTY.

LIMITATION OF LIABILITY.

Our obligations set forth herein are the sole remedy with respect to the provision of the Services. Notwithstanding any other provision of these Terms or any agreement between us and you, except as provided in the next paragraph, in no event shall we be liable for any (1) direct, indirect, special, consequential, or punitive damage or loss of business caused directly or indirectly by any failure, omission, error, delay, or interruption including but not limited to any inadequacies thereof for any purpose, or (2) by the use or inability to use the Services or from the failure to take and transmit any message or from the failure to receive an accurate message or from the failure to receive any message at all, or (3) by the interruption or suspension or cancellation of Services or (4) failure to discontinue Services after Customer or Ruby cancels Services. Ruby is not responsible or liable for failure of telephone and satellite communications or wireless carriers which provide service links and other elements of the Services. We shall have no liability unless notice of your claim is given to us in writing within 14 days following the date of the problem. Our liability at all times shall be limited to a credit adjustment equal to your pro-rated monthly service charge for the period during which the liability arose, to a maximum of 15 days or five hundred dollars (\$500.00) (USD), whichever is less (the “**Liability Cap**”).

INDEMNIFICATION.

You will defend, indemnify, and hold Ruby, their respective affiliates, subsidiaries, and parent companies, and their respective officers, directors, employees, agents, information providers, and partners (collectively, the “**Protected Parties**”) harmless from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees, costs, penalties, interest, and disbursements) arising from or related to (a) your conduct with respect to the Services and/or (b) violation (or alleged violation) of these Terms by your or any other person accessing the Site or Services using your Account. Under no circumstance will Ruby be liable for damages of any kind that result from your use of, or the inability to use, the Services.

ARBITRATION PROVISION AND CLASS ACTION WAIVER (the “Arbitration Provision”)

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS; PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS.

Agreement to Arbitrate. Except as otherwise explicitly provided in this Arbitration Provision, Ruby, and any bank or financial institution with which Ruby partners, together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns, and any of these entities’ employees, officers, directors, and agents and their successors, assigns, affiliates, and service providers (collectively, the “**Transaction Parties**”) and you can elect to resolve any past, present, or future dispute or claim (“**Claim**”) arising from or relating in any way to (i) the use of the Services, (ii) these Terms, or (iii) the relationship between you and any Transaction Party in connection with any of the foregoing that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules (“**Consumer Rules**”) of the American Arbitration Association (“**AAA**”), rather than in court. (Solely for purposes of this Arbitration Provision, the

term Transaction Parties also includes any third party providing any goods and/or services in connection with the use of the Website or any of the foregoing on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in the same proceeding or a related proceeding.)

“Dispute” Defined. Except as otherwise explicitly provided in this Arbitration Provision, “Dispute” broadly includes, without limitation: any claims based in contract, statute, constitution, ordinance, tort, fraud, consumer rights, misrepresentation, equity, or any other legal theory; initial claims, counterclaims, cross-claims, and third-party claims; federal, state, and local claims; and claims which arose before the date of your use of the Services, including, but not limited to, any dispute or claim arising before the date you accessed the Website or agreed to these Terms and any dispute or claim relating to (by way of example and not limitation): (i) the use, denial, or termination of the Services and/or the events leading up thereto; (ii) any disclosure, advertisement, application, solicitation, promotion, or oral or written statement, warranty, or representation made by or on behalf of a Transaction Party; (iii) any product or service provided by or through a Transaction Party or third parties in connection with the use of the Services or the relationship between you and a Transaction Party and any associated fees; (iv) a Transaction Party’s use or failure to protect any personal information you give a Transaction Party in connection with the use of the Services or your relationship with the Transaction Party; (v) enforcement of any and all of the obligations a party may have to another party in connection with the use of the Services or agreement governing the same; or (vi) compliance with applicable laws and/or regulations.

Exceptions to “Dispute.” Notwithstanding any of the foregoing: (i) disputes or controversies about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about these Terms or your agreements governing the use of the Services or with Transaction Parties as a whole are for an arbitrator and not a court to decide; (ii) any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights, will not be subject to binding arbitration under this Arbitration Provision; and (iii) any party may proceed with their individual claims in small claims court (or an equivalent court) if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court’s (or the equivalent court’s) jurisdictional limits; but if that action is transferred, removed, or appealed to a different court, arbitration can be elected. Moreover, this Arbitration Provision will not apply to any Dispute that was already pending in court before this Arbitration Provision took effect.

Governing Law. The Federal Arbitration Act (“FAA”), 9 U.S.C. 1 et seq., and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow applicable substantive law, consistent with the FAA, and the terms of these Terms and any agreement governing the use of the Website. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final, subject to any appeal rights under the FAA, and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

Miscellaneous; Conflicts. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with these Terms, or your agreements governing the use of the Services, or with an arbitration provision in any agreement with a Transaction Party, this Arbitration Provision shall govern.

Survival; Severance. This Arbitration Provision shall survive termination of the Website or these Terms or of any agreement into which you enter with a Transaction Party; and, further, you understand and agree that this Arbitration Provision applies not only to these Terms but also to any subsequent agreement (including without limitation any agreement governing the use of Website or Services) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (a) if

the Class Action Waiver is limited, voided or found unenforceable with respect to a Dispute that does not seek public injunctive relief and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

Right to Opt Out. If you do not want this Arbitration Provision to apply, you must send us a signed notice within 30 days of the date on which you electronically submit an application for a product or service offered by a Transaction Party through the Website or Services. You must send the notice in writing (and not electronically) to 805 SW Broadway, Suite 900, Portland, OR 97205. You must provide your name, address, telephone number, and state that you “opt out” of the Arbitration Provision. Opting out will not affect the other provisions of these Terms or any other agreement governing our Website or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in these Terms and any other agreement governing a Service or with a Transaction Party. Please note that if you enter an agreement with a Transaction Party that contains a different arbitration provision with a right to opt out, opting out of this Arbitration Provision is not a rejection of the arbitration provision in the other agreement. You will need to separately opt out of the arbitration provision in the other agreement if you do not want it to apply.

TERMS OF USE TERMINATION

Except for any termination of your Customer Contract as set forth above, these Terms shall remain in full force and effect as long as you use the Site or any other Ruby Services. To terminate these Terms, please contact Ruby in writing and discontinue all use of the Services. Any cancellation of the Services or termination of these Terms is effective when you discontinue all use of the Services. On termination, you lose the right to access or use all Ruby Services. The terms and conditions set forth under the following section headings (inclusive of all subsections) shall survive termination: Communications; Acceptable Use; Proprietary Rights; Third Party Software; Dispute Resolution; and Miscellaneous.

MISCELLANEOUS

Geographic Restrictions. Ruby is owned and operated in the United States. We make no claims that the Services or any other products or services or their content is accessible or appropriate outside of the United States. Access to our Services by certain persons or in certain jurisdictions may not be legal. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Relationship of Parties. The parties’ relationship, as established by these Terms, is solely that of independent contractors. These Terms do not create any partnership, joint venture, or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can direct and control the day-to-day activities of the other, or assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

Assignment. You may not assign, delegate, or transfer these Terms, by operation of law or otherwise, without our prior written consent, but Ruby may freely assign or transfer these Terms without restriction. Any attempt by you to assign or transfer these Terms, without such consent, will be null. 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). Subject to the foregoing, these Terms will

bind and inure to the benefit of the Parties, their successors, and permitted assigns.

Entire Agreement. Except as otherwise stated herein, these Terms and the agreements incorporated by reference herein constitute the entire and exclusive understanding and agreement between Ruby and you regarding the Services and supersede and replace any and all prior oral or written understandings or agreements between Ruby and you regarding the Services.

Enforcement. Ruby reserves the right (but is not required) to remove or disable your access to our Services, disable any username, password, or other identifier, whether chosen by you or provided by us, or remove any Content, or your User Content at any time and without notice, and at our sole discretion, if we determine that your use of our Services is in any way objectionable or in violation of these Terms. Certain violations of these Terms, as determined by Ruby, may result in immediate termination of your access to the Services without prior notice to you. We have the right to investigate violations of these Terms and any conduct that affects our Services, and in response may take any action we may deem appropriate.

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.

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 the Services. Notices from you to Ruby will be given via email to billing@ruby.com or to the mailing address posted on the Site. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.

TERMS OF USE REVISIONS

Ruby reserves the right to revise these Terms by updating the Terms of Use posted to our website without prior notice. Your continued use of our Services following the posting of changes constitutes your acceptance of such changes. You are advised to periodically visit this page to determine the then-current Terms. You further agree that in the event any portion of these Terms are found to be unenforceable, the remainder of these Terms shall remain in full force and effect and the otherwise unenforceable portion shall be amended so as to be enforceable to the greatest extent permitted by law.