



All business is personal.

RUBY RECEPTIONISTS, INC.

Terms of Use

Last Updated July 1, 2021

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

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND AN ARBITRATION PROVISION THAT GOVERNS ANY DISPUTES BETWEEN YOU AND RUBY.

CALL RUBY

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

ACCEPTANCE

By visiting the Site or using our Services, you agree to be unconditionally bound by these Terms. You accept the Terms by clicking to accept or agree to the Terms where this option is made available to you over the phone or chat or in any agreement, electronic form, or the user interface for any Service we offer, or by visiting the Site or using another Service. 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 ACCEPTANCE OF THESE TERMS.** 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.

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**”). Your subscription begins the day you sign up for Services. 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. 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 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.

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

Receptionist Minutes. We measure Customer usage of our Receptionist Services using the concept of Receptionist Minutes. We bill Receptionist Minutes 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. We include hold time and 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.

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 company-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.

Software Service Fees. Some of our Software is provided to Customers for free while other Software is provided in exchange for a monthly fee payable by the Customer in advance by automatic credit against the Customer's credit card on file with us. Such monthly fee is determined by the level and type of Software Services to which the Customer subscribes. If you are a Software Services Customer and you request to upgrade or downgrade your Software Services subscription level and we agree to the change, the following month's fee will be amended to reflect the change.

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 twenty-one 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 organizational 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. If granted to you, the free trial period or the money back guarantee introductory period, as applicable, lasts for the time period specified when you sign up as a Customer. 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. 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.

Payment Method. To receive subscription or free trial Services, you must maintain a valid credit or debit card or bank account for automated clearing house transaction (ACH) on file with us. You agree that we may charge your credit or debit card, withdraw amounts from your designated account at your depository institution, or charge any other payment method that you have on file with the fees due hereunder, 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 twenty-eight (28) days from the invoice date, we will charge your credit or debit card or withdraw from your designated account at your depository institution on file 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 form of payment 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 staff@ruby.com or 866-611-7829. Your upgrade or downgrade is effective immediately and applies to the entire monthly billing period during which you contacted us. Any resulting additional fees 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 monthly 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. If we terminate your subscription and determine you are owed a refund for paid but unused fees, we will refund a prorated amount based on your subscription fee at the time of termination and the number of days remaining in the billing cycle by issuing a credit to your credit card.

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 each 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 staff@ruby.com or 866-611-7829. 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 under 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, or (iv) 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. 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.

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, we may contact you at the telephone number that you provide when you give us your permission as part of completing a form on our website or downloading information from our website. If you contact us for these or other purposes through text, we may respond to your inquiry by reply text. You can unsubscribe from text messages by replying STOP or UNSUBSCRIBE to any of these text messages. 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 total privacy, we provide you the option of opting out from receiving marketing communications from Ruby.

Call Recording. If you participate in a call with our sales or customer service team, we may record the call as described in our Privacy Notice.

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 not be available, 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 also modify or delete in

their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular 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

The mobile application is only available to Customers as part of our Services. By downloading our mobile application, registering or creating a profile on the mobile application, or submitting information via the mobile application, you acknowledge Ruby's Privacy Notice and you consent to the collection and use of information as described therein. We reserve the right to amend or withdraw the mobile application at any time and for any reason. If you do not agree with our policies and practices, you should not download or use the mobile application.

To use the mobile application, 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 mobile application. The Software Requirements for Apple iOS devices and Android OS devices can be found on the relevant App Store page. The mobile application software may be upgraded from time to time to add support for new functions and services. The mobile application 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 mobile application. Data and messaging charges may apply to your use of the mobile application or any text messaging or photo sharing features you use via the mobile application. 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 mobile application, you will be assumed to have received permission from the bill payer for using the mobile application.

The mobile application 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. As a user of the Site or as a Customer, you have a revocable, non-transferable, non-exclusive license to access the Site, and, if you are a Customer, use the Software and/or other Services to which you subscribe. You represent and warrant that: (i) any information you submit to us is truthful and accurate; (ii) you will maintain the accuracy of that information; (iii) you will not do anything that might jeopardize the security of your account; and (iv) you will notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. Any information that you provide to us will also be subject to our Privacy Notice. The permissions described herein will terminate automatically if you breach any of these Terms.

Upon termination of these Terms: (a) the rights and licenses granted to you herein shall terminate; (b) you shall cease all use of the Services that have been terminated; and (c) 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 the Services. 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.

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.

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 subscription (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 Generated Material. Site visitors and users of our other Services may have the opportunity to publish, transmit, submit or otherwise post comments, Feedback, photos, or other materials via the Services ("**User Generated Material**") that may be accessible and viewable by the public or others. With respect to any User Generated Material posted by you, you represent that (i) you created and own the rights to the content, or you have the owner's express permission to post such content; and (ii) the 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 Generated Material 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 Generated Material 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 Generated Material posted via the Services and from any claims related to the conduct of any other users. We reserve the right, but have no obligation to, monitor, review, screen, post, remove, reject, modify, or store User Generated Material at any time and for any reason without notice. We do not endorse any User Generated Material, and the User Generated Material posted does not reflect our opinions, views, or advice. We take no responsibility and assume no liability for any User Generated Material that you or a third-party posts 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 Generated Material 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 Generated Material 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

Generated Material for any purpose. However, Ruby has no obligation to use any User Generated Material, and Ruby's use of any User Generated Material 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. No license to or regarding any of the Contents is granted in connection with your use of the Services. 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. You may not use our Contents in any way that might confuse or that disparages us. 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 to us all rights, titles and interests in and to any Feedback. 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 Site or our Services any of the Feedback. 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. 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”). Upon receipt of a DMCA compliant notice, we will expeditiously remove or disable access to the content that is the subject of the notice. If you are a copyright owner or an authorized agent thereof, and you wish to file a notice of infringement with us, then you may contact us at staff@ruby.com.

Please include the following information with your complaint (you should speak with your legal counsel or See 17 U.S.C. § 512(c)(3) to confirm these requirements): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all requirements of this section, your DMCA notice may not be valid. If material is believed in good faith by Ruby to infringe a copyright or otherwise violate any intellectual property rights, Ruby will remove or disable access to the material. Before submitting a notice of claimed copyright infringement, please note that doing so can have serious legal consequences. Be sure to consider whether the “fair use” doctrine or another similar limitation of copyright rights applies in your circumstances. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. If you are unsure whether the material available online infringes your copyright, we suggest that you contact an attorney before sending us a notice.

SITE SECURITY

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YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD RUBY, OUR SUBSIDIARIES AND OUR AFFILIATES, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY DIRECT OR THIRD-PARTY CLAIMS, LOSSES, LIABILITIES, COSTS, EXPENSES, DAMAGES, OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES DUE TO, RELATING TO, OR ARISING OUT OF (I) YOUR ACCESS TO OR USE OF THE SERVICES IN VIOLATION OF OUR TERMS; (II) OUR PROVISION OF THE SERVICES; (III) YOUR USER GENERATED MATERIAL; (IV) YOUR BREACH OR ALLEGED BREACH OF ANY REPRESENTATIONS OR WARRANTIES MADE BY YOU HEREUNDER OR YOUR VIOLATION OF ANY OTHER PROVISION OF THESE TERMS; OR (V) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, RUBY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS WHEN DEFENDING AGAINST DIRECT OR THIRD-

PARTY CLAIMS OR DEMANDS, AND YOU MUST (A) REIMBURSE RUBY FOR ITS COSTS AND ATTORNEYS' FEES IMMEDIATELY UPON REQUEST AS THEY ARE INCURRED, AND (B) REMAIN RESPONSIBLE TO RUBY FOR ANY LOSS, LIABILITY, COST, EXPENSE, CLAIM, DAMAGES, OR DEMAND IDENTIFIED IN THIS SECTION.

DISPUTE RESOLUTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS A CLASS ACTION WAIVER, REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES, AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. You agree that any dispute, controversy or claim between you and Ruby arising out of or relating to: (i) these Terms, or the breach thereof; (ii) our provision of the Services; (iii) your access to or use of the Services; or (iv) 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 arbitration procedure outlined below.

Informal Dispute Resolution. We want to address your concerns without the necessity of a formal legal case. Before filing a claim against Ruby, you agree to try to resolve the Dispute informally by contacting staff@ruby.com. Ruby will contact you by email as part of a good faith effort to resolve the Dispute informally. If a Dispute is not resolved within 30 days after submission, you or Ruby may bring a formal proceeding.

Arbitration Agreement. You and Ruby each agree to resolve any Disputes through final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Portland, Oregon, United States, or any other location we agree to. The AAA rules will govern payment of all arbitration fees. Notwithstanding the foregoing, either you or Ruby may assert claims, if they qualify, in small claims court in Portland, Oregon or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of our Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.

Class Action Waiver. You may only resolve Disputes with Ruby on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under these Terms.

Governing Law. Except as otherwise required by applicable law, the Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws principles. The Federal Arbitration Act, Oregon state law, and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. You hereby consent to the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon, USA to enforce these Terms or adjudicate any other Dispute, and you and Ruby each agree to waive the right to a jury trial. Except as otherwise required by applicable law, if the agreement to arbitrate is found not to apply to you or your claim, you and Ruby agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts in Multnomah County, Oregon.

Limitation on Claims. Regardless of any statute or law to the contrary, any claim or cause of action

arising out of or related to your use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

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

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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 Generated Material 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 (i) via email; or (ii) by posting to the Services. 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.