



Ruby® Receptionists Terms and Conditions

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

Automatic Renewal Term

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

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

First 30 Days

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

21 Day Money Back Guarantee

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

Payment

Regular service shall initiate within the next business day of completing the sign-up form, or on the specified service start date. On or before the first business day of the month immediately following Initiation Date, and on or before the first business day of every month thereafter, Client shall pay to Ruby the Monthly Charge. In addition to the Monthly Charge, Overage Charges for exceeding plan minutes and Late Fees ("Variable Charges") may be assessed pursuant to the Service Agreement. All charges are shown in United States dollars. All payments must be received by Ruby no later than 30 days after Due Date. The Due Date for the Monthly Charge is the first business day of the month for which service is provided. The Due Date for the Variable Charges is the first business day of the month immediately following the month for which service is provided. I understand that I must maintain a valid Payment Method on file

with Ruby at all times. I hereby authorize Ruby Receptionists to debit my Payment Method on file for all sums arising out of this Agreement. In the event Ruby does not receive full payment within 45 days of Due Date, Client will be considered to be in Material Default of this Agreement and Ruby shall have the right to immediately terminate service without waiving the right to collect any and all amounts then due plus all Late Fees that may accrue thereafter.

Late Charges

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

Confidentiality

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

Liability

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

Warranty

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

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

Mobile Application

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

Beta Functionality

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

Receptionist Minutes

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

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

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

Telephone Numbers

Any telephone number ported to Ruby shall remain the property of the Client. Ruby will allow the Client to port away the telephone numbers, so long as the Client has an account in good standing and, for numbers assigned to the Client by Ruby, the Client has been assigned the number more than twenty one (21) days prior to the port-away date. If numbers aren't ported back to the Client within three (3) months, Ruby reserves the right to reassign the number.

Miscellaneous

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

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

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

Ruby services are intended for customers in North America.

Please note that Ruby offices are closed and live receptionist service is unavailable outside of our normal business hours (which are Monday-Friday 5am-9pm Pacific Time and Saturday-Sunday 6am-6pm Pacific Time), and also during the following U.S. holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. We will also close at 3pm Pacific Time on Christmas Eve.

Jurisdiction

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