

Terms of Use

These terms of use (“**Terms of Use**”) (i) govern your access to, and use of, www.rubylife.com (the “**Site**”), and (ii) is a legal agreement between you and ruby Corp. (“**we**”, “**us**”, or “**our**”). By accessing and utilizing the Site, you hereby agree that you: (i) have read and understand these Terms of Use; and (ii) are bound by and shall comply with these Terms of Use. **If you do not agree to these Terms of Use, you may not access or use the Site.**

1. **Ownership.**

You acknowledge and agree that all content and materials made available through or in connection with the Site are protected by either our rights, or the rights of our licensors or other third parties, of copyright, trademarks, service marks, patents, or other proprietary rights and laws. You may not use any of the marks, logos, domains and/or trademarks that you may find on or in connection with the Site, unless you have our written permission. You may use the content and materials made available in connection with the Site in the course of your normal, personal, non-commercial use in accordance with these Terms of Use. If you download or print a copy of any content and/or materials for your personal use, you must retain all copyright and other proprietary notices contained on such content. All rights not expressly granted herein are reserved.

2. **Disclaimer.**

THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEITHER WE, NOR OUR AFFILIATES GIVE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USE OF THE SITE (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THEREON) INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE OPERATION, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, SUITABILITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR PURPOSE. ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

3. **Limitation of Liability.**

YOU ACKNOWLEDGE AND AGREE THAT NONE OF US, OUR AFFILIATES AND/OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SITE (INCLUDING WITHOUT LIMITATION THE INFORMATION OR FUNCTIONALITY THEREON).

4. Terminating the Site.

You acknowledge and agree that we may terminate your access to, and use of, the Site if (a) you breach (or we reasonably believe you have breached) these Terms of Use; (b) required by applicable law; or (c) we discontinue the provision of the Site to our customers, generally. You acknowledge and agree that we will not be liable to you or any third party for any costs or damages of any kind for, or resulting from, any termination of your access to the Site.

5. Personal Information.

In connection with your access to and use of the Site we may collect personal information from you. Our collection, use and disclosure of personal information is governed by our [Privacy Policy](#) which is incorporated herein by reference.

6. Miscellaneous

(a) *Entire Agreement.* These Terms of Use constitute the entire agreement between you and us with respect to the subject matter hereof.

(b) *Governing Law.* Except to the extent prohibited by applicable law,

- (i) these Terms of Use shall be governed by the laws of the Province of Ontario, without regard to its conflict of laws rules; and
- (ii) you irrevocably attorn and submit to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court constitutes an inappropriate forum.

(c) *Severability.* To the extent any provision of these Terms of Use, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms of Use shall remain in effect as written.

(d) *Modifications.* We reserve the right to make any changes to the Site, its content and/or services offered through the Site at any time and without notice. We may modify these Terms of Use (in whole or in part) at any time in accordance with applicable law.

(e) *Third party links.* The Site may provide links to third party sites or resources. You acknowledge and agree that we are not responsible for the availability of such sites and/or resources and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Such third parties have their own terms of use and other applicable policies. You should check such terms and policies before you utilize such third-party sites and/or resources.

(f) *English Language.* You agree that these Terms of Use any correspondence in connection therewith will be drawn up in English only. *Vous convenez que ces Conditions d'utilisation et toute correspondance connexe seront rédigés en anglais seulement.*