

RUBY HEALTH WEBSITE TERMS AND CONDITIONS

Effective Date: August 1, 2026 | Last Updated: August 1, 2026

These Terms and Conditions ("Terms") govern your use of the Ruby Health website located at goruby.com (the "Site") and any related services, including text messaging communications described below. By accessing or using the Site, or by participating in text messaging with Ruby Health, you agree to be bound by these Terms. If you do not agree, please do not use the Site or participate in text messaging.

1. Acceptance of Terms

Ruby Health ("Ruby Health," "we," "us," or "our") provides this Site for informational purposes and to support patients, families, and partner organizations, including home health agencies, engaged in transitional care services. Use of the Site constitutes acceptance of these Terms and our Notice of Privacy Practices, available at <https://goruby.com/privacy-notice>.

2. Use of the Site

You agree to use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Site in any way that violates applicable federal, state, or local law
- Attempt to gain unauthorized access to any portion of the Site or any systems connected to it
- Submit false, misleading, or another person's personal or health information without authorization
- Use automated means to access or scrape the Site without our prior written consent

3. No Medical Advice; Not for Emergencies

Content on the Site is provided for general informational purposes only and does not constitute medical advice, diagnosis, or treatment. It is not a substitute for the professional judgment of your treating clinician, care team, or home health agency. If you are experiencing a medical emergency, call 911 or go to the nearest emergency room immediately. Do not use the Site or text messaging to report an emergency or urgent clinical symptom.

4. Text Messaging Communications and Privacy

Ruby Health offers patients, caregivers, and partner agency staff the option to receive text messages (SMS/MMS) related to transitional care coordination, such as appointment reminders, care check-ins, educational content, and outreach from your nursing or care coordination team. This section describes the terms specific to that program.

4.1 Consent and Opt-In

Consent to receive text messages from Ruby Health is not collected through the Site. Consent is obtained only through a verbal conversation with a Ruby Health employee, typically by phone, during which you affirmatively agree to receive text messages at the mobile number you provide. Ruby Health documents this consent internally. Consent to receive texts is not a condition of receiving care or services from Ruby Health, your home health agency, or any partner organization.

4.2 Message Frequency and Cost

Message frequency varies based on your care plan and outreach needs. Message and data rates may apply based on your mobile carrier plan. Ruby Health does not charge for text messages, but your carrier's standard rates apply.

4.3 Opt-Out and Help

You may opt out of text messaging at any time by replying STOP to any message. After you reply STOP, we will send a confirmation message and you will receive no further texts unless you provide consent again through a phone call with a Ruby Health employee. Reply HELP for assistance, or contact us at 914-461-5607. Opting out of text messages does not opt you out of other forms of communication from your care team, such as phone calls or mail.

4.4 Carrier Liability

Carriers are not liable for delayed or undelivered messages. Ruby Health is not responsible for message delays or failures due to your carrier's network, your device, or other circumstances outside our control.

4.5 Content of Text Messages

Text messages sent by Ruby Health are designed to avoid including detailed clinical, diagnostic, or other protected health information. Messages from Ruby Health may include appointment reminders, general check-in prompts, or requests to call your care team. If you choose to reply with health information of your own, including symptoms, health status updates, or other protected health information, that information is sent at your own initiation and is handled in accordance with our Notice of Privacy Practices. Ruby Health is not responsible for the security of information transmitted over standard SMS/MMS text messaging, which is not an encrypted channel.

4.6 Regulatory Compliance

Our text messaging program is intended to operate in accordance with the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act (where applicable), CTIA guidelines, and the Health Insurance Portability and Accountability Act (HIPAA). If you believe you received a text message in error or without having provided consent, please contact us immediately using the information in Section 10.

5. Notice of Privacy Practices

Our collection, use, and disclosure of personal and health information, including information collected through the Site and through text

messaging, is described in our Notice of Privacy Practices, available at <https://goruby.com/privacy-notice>. The Notice of Privacy Practices is incorporated into these Terms by reference.

6. Intellectual Property

All content on the Site, including text, graphics, logos, and software, is the property of Ruby Health or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, or create derivative works from Site content without our prior written permission.

7. Disclaimers and Limitation of Liability

The Site and all content are provided "as is" without warranties of any kind, express or implied. To the fullest extent permitted by law, Ruby Health disclaims all warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement. Ruby Health shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of the Site or text messaging services.

8. Changes to These Terms

We may update these Terms from time to time. The "Last Updated" date at the top of this page reflects the most recent revision. Continued use of the Site or continued participation in text messaging after changes are posted constitutes acceptance of the revised Terms.

9. Governing Law

These Terms are governed by the laws of the State of New York, without regard to its conflict of law principles, unless otherwise required by applicable federal law.

10. Contact Us

Questions about these Terms, the Site, or text messaging communications can be directed to:

Ruby Health

914-461-5607