

**Boss Revolution**  
**Direct to Consumer U.S. Website**

**Terms of Use for**  
**Non-Regulated Products and Services that IDT Distributes**

**1. Introduction**

Welcome to Boss Revolution from IDT Domestic Telecom, Inc. and its affiliated companies (“IDT” or “we” or “us”). On this website and/or through our authorized Boss Revolution retailers we distribute the following products and services to our U.S. consumers (collectively, the “Services”):

- International Mobile Top Up which allows U.S. consumers to recharge the airtime of a mobile phone of certain international third party providers in certain international countries (“IMTU”);
- Domestic Mobile Top Up which allows U.S. consumers to recharge the airtime of a mobile phone of certain U.S. domestic third party providers (“DMTU”);
- Domestic e-gift cards which allow U.S. consumers to purchase and send a virtual, electronic gift card issued from a wide range of popular U.S. merchants (“Domestic e-Gift Cards”);
- International e-gift cards which allow U.S. consumer to purchase and send a virtual, electronic gift card issued by a foreign merchant that can be used to purchase goods or services from that foreign merchant (“International e-Gift Cards”);
- International e-gift service which allows U.S. consumers to purchase a product or gift from a foreign merchant and have that product or gift delivered to the recipient of their choice in the foreign merchant’s country (“International e-Gift”); and
- Claro Satellite TV Top Up which allows U.S. consumers to recharge a prepaid Claro satellite TV account in Guatemala (“Claro TV Top Up”).

Some of the Services may now or in the future also be accessed via your mobile device through our Boss Revolution Mobile Application (the “App”).

Please read these terms of use carefully as this is a legal agreement between you and IDT governing your purchase and use of the Services, as well as your use of the Boss Revolution website [www.bossrevolution.com](http://www.bossrevolution.com) (the “Website”) and the App. By purchasing or using any of the Services, accessing the Website or the App or creating a Boss Revolution Member Profile you acknowledge and agree that you have read, understood and have agreed to be bound by these terms of use, including any future modifications (collectively, the “User Agreement”).

The following terms are incorporated into this User Agreement and form a part of this User Agreement:

- our Mobile Marketing Program Terms and Conditions, which can be found at [www.bossrevolution.com/terms](http://www.bossrevolution.com/terms);
- our Privacy Policy, which can be found at [www.bossrevolution.com/privacy-policy](http://www.bossrevolution.com/privacy-policy);
- any license you are required to agree to in order to download, install and use the App;
- any other terms and conditions for a particular Service that are posted on the Website or in the App, including any price or charge for any Service; and
- any disclosures, limitations or other information provided with, or printed on, any materials associated with the Services.

IDT reserves the right to update or revise this User Agreement at any time without prior notice. Please check the User Agreement periodically for changes. Please check the Website periodically for changes. Your continued use of a Service, the Website or the App following the posting of any changes constitutes acceptance of those changes.

If you do not agree with the terms of this User Agreement, then you should not purchase or use any of the Services, access the Website or App, or create a Boss Revolution Member Profile. If there is any conflict between the terms of this User Agreement and the terms contained on the Website, in the App or in any materials regarding any of the Services, then the terms of this User Agreement will control.

This User Agreement governs your purchase and use of a Service whether you purchased the Service at a retailer location, online at the Website or through the App (if available).

IDT or its affiliates may offer other products or services on the Website and those other products and services are subject to different terms and conditions, which can be found on the Website.

## **2. Member Profile and Personal Information**

2.1 Member Profile. In order to purchase and use any of the Services, whether from the Website, in the App or at an authorized Boss Revolution retail location, you must create a Boss Revolution Member Profile (“Member Profile”). Your Member Profile must contain your name, email address and mobile number. If you purchase any of the Services from the Website, you will be required to choose a password for your Member Profile and IDT will verify your email address.

2.2 Personal Information. You agree and confirm that the personal information that you provide to us shall be accurate, current and complete in all respects. You agree to promptly update such information to keep it accurate, current and complete. You give us permission to verify all information you provide, including your email address and credit or debit card information. IDT reserves the right to suspend or terminate your Services if any information provided to us proves to be inaccurate, not current or incomplete.

2.3 Personal Data. From time to time, IDT may request information from you for the purpose of supplying Services to you. You agree that IDT may collect from you and use technical data and related information, including but not limited to, information about your phone, system and application software that is gathered periodically to facilitate the provision of the Services. We may use this information to improve the provision of the Services to you. We may also share the information with our affiliates or third parties for general marketing and administration purposes. By purchasing or using any Service you acknowledge that we may use and/or disclose your personal information to select third parties for the purposes of providing and operating such Service. You should also note that our

communications with you, including phone conversations and emails, may be monitored and recorded by us for quality assurance or for legal, regulatory or training purposes. We may contact you during and after the term of your relationship with us in order to administer, evaluate and maintain any Service. Any personal data collected shall be subject to the terms of our Privacy Policy, which can be found at [www.bossrevolution.com/privacy](http://www.bossrevolution.com/privacy).

### **3. IDT's Role in Offering the Services**

IDT distributes the Services and processes Service transactions through its Boss Revolution platform. The Services are provided by third party companies, issuers and operators in various countries that are not affiliated with IDT (collectively, "Third Party Operators"). In particular, (a) the telecommunication services underlying IMTU and DMTU are provided by third party carriers, (b) the gift cards offered under the Domestic e-Gift Card and International e-Gift Card services are issued by the applicable merchants, (c) the gifts distributed under the International e-Gift service are manufactured, issued and distributed by third parties, and (d) the satellite TV services underlying Claro TV Top Up are provided by Claro entities. The underlying terms of use, charges, fees, taxes, credits and expiration policies for the Services are established and provided by the Third Party Operators. IDT shall not be liable for the acts or omissions of the Third Party Operators. IDT will not be liable for any disruption, delay or other omissions in the telecommunication and other services underlying the Services. All purchases of Services from the Website are final and may not be exchanged, canceled or refunded, except as required by applicable law or by the applicable Third Party Operator.

### **4. IMTU**

4.1 General. U.S. consumers can recharge the airtime of a mobile phone of certain international mobile carriers in certain international countries. Available mobile carriers vary by country.

4.2 Payment. You can purchase IMTU products on the Website, through the App and at authorized participating Boss Revolution retailers. Acceptable forms of payment on the Website and App are credit card and debit card. Payment options at a retailer may also include cash and any other form of payment authorized by IDT and the retailer (including ACH, if and when available). We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase of an IMTU product. All payments must be made in U.S. dollars.

4.3 Fees. The fees charged for IMTU products vary by mobile carrier, country and recharge denomination. The Website and the App contain fee information for each available mobile carrier, country and recharge denomination. All fees are shown and billed in U.S. dollars. Fees may be deducted from the face value amount prior to recharge. IDT and/or the applicable mobile carrier may change fees (or add additional fees) associated with IMTU products at any time without prior notice, and such changes will be effective from the time they are posted to the Website. You agree that by purchasing an IMTU product following a change in the fees, you accept such changes.

4.4 Redemption. Purchases of IMTU products from the Website and the App can be redeemed (i.e., credited to the beneficiary's mobile phone account) in real time. A consumer can purchase IMTU products from an authorized retailer and receive a PIN that can be redeemed at a later date (but not more than two years after purchase). Neither IDT nor the applicable mobile carrier is responsible for the loss, theft or unauthorized use of the PIN. IMTU purchases can only be redeemed to recharge the airtime of a mobile phone of one of the available mobile providers in certain international countries. The amount of airtime value added to the beneficiary's mobile phone account varies based on

the service agreement between the beneficiary and the applicable mobile carrier. The recharge amount may be converted into the local currency of the applicable country prior to transfer to the beneficiary. Each mobile carrier determines its currency conversion policies and exchange rates.

4.5 Refunds. All IMTU transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. IDT and the Boss Revolution retailers are not responsible for any error due to incorrect information supplied by the purchaser to process the IMTU transaction. No refund or credit will be given if the PIN is lost, stolen, destroyed or used without permission. The recharge amount and the PINs have no cash value and neither the purchaser nor the beneficiary shall be entitled to redeem any portion for cash.

4.6 Specific IMTU Terms. IMTU is a service that IDT merely distributes and processes through its Boss Revolution platform. Each international mobile carrier sets the specific terms and conditions regarding the purchase of its IMTU products, including fees, expiration and currency conversion terms. Those specific terms can be found on the Website and are subject to change at any time at the discretion of the mobile carriers. You agree that by purchasing an IMTU product following a change in the specific carrier terms, you accept such changes.

4.7 Third Party Telecommunications. The cellular telecommunication services underlying IMTU products are provided by Third Party Operators not affiliated with IDT (i.e., the international mobile carriers). The terms of use, charges, fees, taxes, credits and expiration policies for such cellular telecommunication services are established and provided by the Third Party Operators in each country and are subject to change as determined by each applicable Third Party Operator. IDT shall not be liable for the acts or omissions of the Third Party Operators.

4.8 Access Limitations. Access to IMTU may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, IMTU transactions may be delayed or unavailable based on certain transaction conditions, including applicable mobile carrier, currency availability and regulatory issues. Purchasers and users of IMTU acknowledge and agree that in no event shall IDT or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the IMTU products caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any IMTU transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering IMTU with or without notice. IMTU may not be available at all Boss Revolution retailer locations or in certain states, counties or other jurisdictions and IDT makes no guarantee that IMTU (or any particular IMTU carrier) will be available in any location.

## **5. DMTU**

5.1 General. U.S. consumers can recharge the airtime of a mobile phone of certain U.S. mobile carriers.

5.2 Payment. You can purchase DMTU products on the Website, through the App and at authorized participating Boss Revolution retailers. Acceptable forms of payment on the Website and App are credit card and debit card. Payment options at a retailer may also include cash and any other form of payment authorized by IDT and the retailer (including ACH, if and when available). We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase of a DMTU product. All payments must be made in U.S. dollars.

5.3 Fees. The fees charged for DMTU products vary by U.S. mobile carrier and recharge denomination. The Website and the App contain fee information for each available U.S. mobile carrier and recharge denomination. All fees are shown and billed in U.S. dollars. Fees may be deducted from the face value amount prior to recharge. IDT and/or the applicable mobile carrier may change fees (or add additional fees) associated with a DMTU product at any time without prior notice, and such changes will be effective from the time they are posted to the Website. You agree that by purchasing a DMTU product following a change in the fees, you accept such changes.

5.4 Redemption. Purchases of DMTU products from the Website and the App can be redeemed (i.e., credited to the beneficiary's mobile phone account) in real time. A consumer can purchase a DMTU product from an authorized retailer and receive a PIN that can be redeemed at a later date (but not more than two years after purchase). Neither IDT nor the applicable mobile carrier is responsible for the loss, theft or unauthorized use of the PIN. DMTU purchases can only be redeemed to recharge the airtime of a mobile phone of one of the available mobile providers in the U.S. The amount of airtime value added to the beneficiary's mobile phone account varies based on the service agreement between the beneficiary and the applicable mobile carrier.

5.5 Refunds. All DMTU transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. IDT and the Boss Revolution retailers are not responsible for any error due to incorrect information supplied by the purchaser to process a DMTU transaction. No refund or credit will be given if the PIN is lost, stolen, destroyed or used without permission. The recharge amount and the PINs have no cash value and neither the purchaser nor the beneficiary shall be entitled to redeem any portion for cash.

5.6 Specific DMTU Terms. DMTU is a service that IDT merely distributes and processes through its Boss Revolution platform. Each U.S. mobile carrier sets the specific terms and conditions regarding the purchase of its DMTU products including fees and expiration terms. Those specific terms can be found on the Website and are subject to change at any time at the discretion of the mobile carriers. You agree that by purchasing a DMTU product following a change in the specific carrier terms, you accept such changes.

5.7 Third Party Telecommunications. The cellular telecommunication services underlying DMTU products are provided by Third Party Operators not affiliated with IDT (i.e., the U.S. mobile carriers). The terms of use, charges, fees, taxes, credits and expiration policies for such telecommunication services are established and provided by the Third Party Operators in the U.S. and are subject to change as determined by each applicable Third Party Operator. IDT shall not be liable for the acts or omissions of the Third Party Operators.

5.8 Access Limitations. Access to DMTU may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, DMTU transactions may be delayed or unavailable based on certain transaction conditions, including applicable mobile carrier, currency availability and regulatory issues. Purchasers and users of DMTU acknowledge and agree that in no event shall IDT or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the DMTU products caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any DMTU transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering DMTU with or without notice. DMTU may not be available at all Boss Revolution retailer locations or in certain states, counties or other jurisdictions and IDT makes no guarantee that DMTU (or any particular DMTU carrier) will be available in any location.

## 6. Domestic e-Gift Cards

6.1 General. U.S. consumers can purchase and send a virtual, closed loop electronic gift card issued from a wide range of popular U.S. merchants that can be used to purchase goods or services solely from the applicable issuing U.S. merchant. We recommend that you only send Domestic e-Gift Cards to people you know personally and not to strangers. The Domestic e-Gift Cards are offered only to individual residents of the United States. Additional eligibility requirements may apply to the purchasers and users of the Domestic e-Gift Cards as specified in this Section 6.

6.2 Definitions. The following terms as used in this Section 6 have the following meanings:

“Domestic e-Gift Card” is a prepaid, virtual, electronic closed-loop PIN-based gift card or stand-alone electronic PIN code issued by a U.S. Merchant that is purchased by a Sender and that can only be redeemed by a Recipient at the particular U.S. Merchant.

“PIN” is the personal identification number or token associated with a Domestic e-Gift Card that is sent to the Recipient and which allows the Recipient to use and redeem the Domestic e-Gift Card at a U.S. Merchant.

“Processors” are the third party processors in the United States that IDT contracts with to process a Transaction and make payment to the U.S. Merchant.

“Recipient” is a person located in the United States who is designated by the Sender at the time of the Transaction to receive and redeem a Domestic e-Gift Card.

“Redemption Amount” is the initial balance of a Domestic e-Gift Card received by the Recipient, which balance shall equal the Transaction Amount.

“Retailer” is a retailer, website or other distributor that has been authorized by IDT to sell and distribute the Domestic e-Gift Cards in the United States.

“Sender” is a consumer located in the United States who purchases a Domestic e-Gift Card from a Retailer for a use by a Recipient.

“Transaction” is a bona fide purchase of a Domestic e-Gift Card by a Sender including specific instructions from the Sender as to the identity of the U.S. Merchant and the Recipient.

“Transaction Amount” is the amount that the Sender pays to IDT to purchase a Domestic e-Gift Card and to initiate and process a Transaction.

“U.S. Merchant” is a retailer located in the United States selected by the Sender at the time of the Transaction that has issued a Domestic e-Gift Card and on whose behalf IDT is distributing that Domestic e-Gift Card.

6.3 IDT’s Role. IDT merely distributes the Domestic e-Gift Cards and is not the issuer of the Domestic e-Gift Cards. The Domestic e-Gift Cards cannot be used or redeemed to purchase goods or services from IDT. The applicable U.S. Merchant is the issuer of the Domestic e-Gift Card and the recipient may only redeem the Domestic e-Gift Card to purchase goods or services of the applicable U.S. Merchant. By requesting a Transaction you authorize IDT to submit the Transaction on your behalf in accordance with your instructions, an offer we may accept or reject in our sole discretion. IDT is an

independent contractor for all purposes, except if we act as your agent with respect to the custody of your funds.

6.4 User Restrictions. You may not purchase or use the Domestic e-Gift Cards in violation of this User Agreement or applicable law. You must be at least 18 years old to purchase a Domestic e-Gift Card and you must be able to form legally binding contracts under applicable law. You hereby affirm that you are fully able and competent to enter into and comply with the terms and conditions of this User Agreement. Senders and Recipients are entirely responsible for compliance with all applicable laws. Sender agrees that Sender will only send a Domestic e-Gift Card to people that Sender knows personally and for personal reasons.

6.5 U.S. Merchants.

A. Information and Availability. The Website and our participating Retailers have a list of the available U.S. Merchants. IDT merely distributes the Domestic e-Gift Cards on behalf of the U.S. Merchants. IDT is not the issuer of the Domestic e-Gift Cards. IDT may provide information on the Website (or send users to another non-affiliated website) regarding the location, availability and hours of participating U.S. Merchants. However, IDT is not responsible for any inaccurate or incomplete information regarding a U.S. Merchant that may be posted on the Website (or any other website). Please contact the U.S. Merchant directly to confirm any information relating to the U.S. Merchant and its Domestic e-Gift Cards. We do not have control of, or liability for, any products or services that are purchased using a Domestic e-Gift Card and IDT shall not be liable for the acts or omissions of the U.S. Merchants. We are not responsible for the decrementing of any Domestic e-Gift Card and any dispute over the decrementing of a Domestic e-Gift Card by a U.S. Merchant must be addressed to the U.S. Merchant directly. Not all U.S. Merchants are available at each Retailer and available U.S. Merchants are subject to change at any time.

B. U.S. Merchant Terms. Each U.S. Merchant has distinct terms, conditions and restrictions regarding the use of its Domestic e-Gift Cards, including fees, expiration, the types of goods and services that can be purchased with its Domestic e-Gift Cards, the locations where the Domestic e-Gift Card can be redeemed, the method of recording (and terms of) any unused balances and other redemption policies (collectively, "U.S. Merchant Terms"). The purchase and/or use of a Domestic e-Gift Card constitutes acceptance by the Sender and the Recipient of the applicable U.S. Merchant Terms. See [www.bossrevolution.com/eGift](http://www.bossrevolution.com/eGift) for each available U.S. Merchant's Merchant Terms. Each U.S. Merchant Terms are subject to change at any time at the discretion of the U.S. Merchant. You agree that by purchasing a Domestic e-Gift Card following a change in the applicable U.S. Merchant Terms, you accept such changes.

6.6 Payment. You can purchase Domestic e-Gift Cards at Retailers in any amount from \$25 to \$100. Payment options at a Retailer include cash, credit card, debit card and any other form of payment authorized by IDT and the Retailer (including ACH, if and when available). All payments must be made in U.S. dollars. The full Transaction Amount is due and payable before IDT will initiate and process the Transaction. If applicable, each Sender authorizes us to access, charge, or debit funds from any payment instrument provided in connection with the Sender's purchase of a Domestic e-Gift Card (a "Payment Instrument") including, for example, your credit card, debit card or bank account. Not all Payment Instruments are available to a Sender at all times. Sender represents and warrants that he/she is the lawful owner of his/her Payment Instruments. IDT is not responsible for any fees or charges that may be imposed by the financial institutions associated with your Payment Instrument. IDT may evaluate the reasonableness of your stated source of funds with respect to any proposed Transaction. We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or

otherwise dishonored after your purchase. If you submit a Transaction that results in IDT being charged non-sufficient fund fees, chargeback fees, or other similar fees, you agree to reimburse us for all such fees.

6.7 Fees. There are no service fees charged by IDT for the purchase of a Domestic e-Gift Card.

6.8 Information and Documentation. In order to initiate and process a Transaction we require all or some of the following information: the Sender's and the Recipient's full name, address, email address and telephone number. The Sender must also select the applicable U.S. Merchant at the time of purchase. IDT may request additional information regarding Sender, Recipient and/or the Sender's Payment Instrument as required by applicable law, IDT's policies, our Processors' policies or the U.S. Merchants. IDT, in its sole discretion, may reject any proposed Transaction for any reason. IDT, its Retailers and Processors are not responsible for incorrect information provided by Sender. IDT may place Transactions on hold pending the receipt of all requested information and documentation. Each Sender affirms that his/her Recipient has authorized the Sender to provide IDT with information about the Recipient. No Transaction will be processed without all requested information. Sender represents that all information provided to us concerning Sender and Recipient shall be accurate, current and complete in all respects. By providing us with the above information, you give us permission to store and process such information in connection with executing the Transaction and as described in our Privacy Policy. You must promptly update us with any change in your contact information.

6.9 No Changes. We generally do not let you change the details of your Transaction once it has been submitted to us for processing. We rely on the information you provide and it is your responsibility to make sure your Transaction details are accurate before you submit your Transaction for processing.

6.10 Activation and Deactivation. Processing times vary by Processor. We expect that all purchased Domestic e-Gift Cards and associated PINs will be activated and ready to be redeemed by the Recipient within thirty minutes of IDT submitting the Transaction to the Processor. If IDT reasonably determines that a Sender or Recipient are actually or allegedly engaged in activities that are illegal or fraudulent or which may be harmful to IDT, then IDT may request that the Processor deactivate the applicable Domestic e-Gift Cards/PIN. Any such deactivation shall not entitle any third party to a refund.

6.11 Notices. You agree that we may provide notices to you by posting them on our Website, emailing them to an email address that you have provided us, sending them via text message to any mobile number that you have provided us, or by mailing them to any postal address that you have provided us. It is your sole responsibility to ensure that your contact information is accurate. By providing us with a telephone number, including a mobile number, Sender consents to receive autodialed and pre-recorded calls or text messages at that number for Transaction related purposes, including purchase and delivery confirmation calls or messages. Standard message and data rates may apply. Each Sender grants us permission to contact the applicable Recipient for Transaction related purposes.

6.12 Delivery. Domestic e-Gift Cards will be delivered instantly and electronically to your Recipient by email or SMS. Sender shall receive confirmation of the Transaction by SMS or email. Each Domestic e-Gift Card is a "closed loop" gift card, meaning the Domestic e-Gift Card may only be used by the Recipient to purchase goods or services from and at the specific U.S. Merchant selected by Sender at the time of purchase. Users should carefully guard the PIN just as they would any cash instrument. IDT is not responsible, and no refund or credit will be given, if a Domestic e-Gift Card or PIN is subsequently lost or redeemed (partially or fully) by someone other than the intended Recipient. Only share the PIN with your intended Recipient. Neither IDT, the Processor nor the applicable U.S. Merchant is responsible

for the loss, theft, destruction or unauthorized use of a Domestic e-Gift Card or PIN. The Redemption Amount is not insured. IDT will make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing because it is largely dependent on many factors outside our control.

6.13 Redemption. A Domestic e-Gift Card may only be redeemed at the applicable U.S. Merchant for goods or services of the issuing U.S. Merchant. Domestic e-Gift Cards may be used in-store, online or over the phone depending on the applicable U.S. Merchant Terms. Except as required by law, Domestic e-Gift Cards cannot be transferred, redeemed for cash or applied to another account. To use a Domestic e-Gift Card, a Recipient should present the PIN as payment for eligible products or services of the applicable U.S. Merchant. IDT does not issue and is not responsible for any remaining balance on a Domestic e-Gift Card once the card is partially redeemed.

6.14 Expiration. The Domestic e-Gift Cards do not expire.

6.15 No Refunds; Risk of Loss. All Transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. Domestic e-Gift Cards have no cash value and Recipients shall not be entitled to redeem any portion of a Domestic e-Gift Card for cash. The Domestic e-Gift Cards are not reloadable. Risk of loss and title for a Domestic e-Gift Card passes to the Sender or Recipient upon electronic transmission of the PIN to the Sender, Recipient or delivery to the Processor, whichever is applicable. No refund or credit will be provided if a Domestic e-Gift Card is lost, stolen, destroyed or used without permission. In the event a Domestic e-Gift Card is non-functional, your sole remedy and our sole liability shall be the replacement of the Domestic e-Gift Card.

6.16 Delays. The processing of your Transaction may be delayed or cancelled prior to redemption by your Recipient due to reasons beyond our control, including delays caused by the Processor, compliance with applicable law, technological issues and the business hours of the U.S. Merchants.

6.17 Processors. IDT has contracted with one or more Processors to process your Transactions and to pay the U.S. Merchants. IDT is not responsible for the actions of the Processors.

6.18 Collection of Information.

- a) Verifying information. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your e-mail address or Payment Instruments, or verifying your information against third party databases or through other sources. This may also include verifying your Recipient's information.
- b) Government Disclosures. We may provide information about you and your Transactions to government authorities and enforcement agencies, as described in our Privacy Policy. In addition, if you use the Domestic e-Gift Cards for illegal activity we reserve the right to report you to the appropriate law enforcement authorities.

6.19 Access Limitations. Access to Domestic e-Gift Cards may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, the Domestic e-Gift Cards and associated PINs may be delayed or unavailable based on certain Transaction

conditions, including applicable U.S. Merchant, applicable Processor, regulatory issues, identification requirements and the Retailer's hours. Purchasers and users of the Domestic e-Gift Cards acknowledge and agree that in no event shall IDT or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the Domestic e-Gift Cards caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any Transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering the Domestic e-Gift Cards with or without notice. The Domestic e-Gift Cards may not be available at all Retailer locations or in certain states, counties or other jurisdictions and IDT makes no guarantee that the Domestic e-Gift Cards (or a particular U.S. Merchant's gift card) will be available in any location.

## **7. International e-Gift Cards**

7.1 General. IDT offers U.S. consumers the ability to purchase and send international e-gift cards issued by a foreign merchant that can be used to purchase goods or services solely from that foreign merchant. We recommend that you only send international e-gift cards to people you know personally and that you not send international e-gift cards to strangers. The international e-gift cards are offered only to individual residents of the United States. Additional eligibility requirements may apply to the purchasers and users of the international e-gift cards as specified in this Section 7.

7.2 Definitions. The following terms as used in this Section 7 have the following meanings:

“Face Amount” is the USD face value denomination of a Gift Card and does not include the amount of any Purchase Fee.

“Foreign Merchant” is a retailer located outside of the United States selected by the Sender at the time of the Transaction that has issued a Gift Card and on whose behalf IDT is distributing that Gift Card.

“Foreign Merchant Location” is a retail store, location or website of a Foreign Merchant that is able to process and redeem a Gift Card issued by that Foreign Merchant that is presented by a Recipient to purchase goods or services from that Foreign Merchant.

“Gift Card” is a prepaid, virtual, electronic closed-loop PIN-based gift card or stand-alone electronic PIN code issued by a Foreign Merchant that is purchased by a Sender and can only be redeemed by a Recipient at a Foreign Merchant Location of the particular Foreign Merchant selected by Sender at the time of the Transaction.

“PIN” is the personal identification number or token associated with a Gift Card that is sent to the Recipient and which allows the Recipient to use and redeem the Gift Card at a Foreign Merchant.

“Purchase Fee” is a fee charged by IDT to each Sender to purchase a Gift Card and to initiate and process a Transaction, as permitted by applicable law.

“Processors” are the third party processors either in the United States and/or in a Recipient Country that IDT contracts with to process a Transaction and make payment to the Foreign Merchant.

“Recipient” is a person located in a foreign country who is designated by the Sender at the time of the Transaction to receive and redeem the Gift Card.

“Recipient Country” is the foreign country in which the Recipient receives the Gift Card.

“Redemption Amount” is the initial balance of a Gift Card received by the Recipient, which balance shall equal the Face Amount of the Gift Card as converted into the local currency of the Recipient Country at a market exchange rate.

“Retailer” is a retailer, website or other distributor that has been authorized by IDT to sell and distribute the Gift Cards in the United States.

“Sender” is a consumer located in the United States who purchases a Gift Card from a Retailer for a use by a Recipient.

“Transaction” is a bona fide purchase of a Gift Card by a Sender including specific instructions from the Sender as to the identity of the Foreign Merchant and the Recipient.

“Transaction Amount” is the amount that the Sender pays to IDT to purchase a Gift Card and to initiate and process a Transaction, which amount shall equal the Face Value plus any Purchase Fee.

7.3 IDT’s Role. IDT merely distributes the Gift Cards and is not the issuer of the Gift Cards. The Gift Cards cannot be used or redeemed to purchase goods or services from IDT. The applicable Foreign Merchant is the issuer of the Gift Card and the Recipient may only redeem the Gift Card at a Foreign Merchant Location to purchase goods or services of the applicable Foreign Merchant. By requesting a Transaction you authorize IDT to submit the Transaction on your behalf in accordance with your instructions, an offer we may accept or reject in our sole discretion. IDT is an independent contractor for all purposes, except if we act as your agent with respect to the custody of your funds.

7.4 Access Limitations. Access to Gift Cards may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, the Gift Cards and associated PINs may be delayed or unavailable based on certain Transaction conditions, including Recipient Country, Foreign Merchant, applicable Processor, currency availability, regulatory issues, identification requirements and the Retailer’s hours. Purchasers and users of the Gift Cards acknowledge and agree that in no event shall IDT or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the Gift Cards caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any Transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering the Gift Cards with or without notice. The Gift Cards may not be available at all Retailer locations or in certain states, counties or other jurisdictions and IDT makes no guarantee that the Gift Cards will be available in any location.

7.5 User Restrictions. You may not purchase or use the Gift Cards in violation of this User Agreement or applicable laws, rules or regulations. You must be at least 18 years old to purchase a Gift Card and you must be able to form legally binding contracts under applicable law. You hereby affirm that you are fully able and competent to enter into and comply with the terms and conditions of this User Agreement. Senders and Recipients are entirely responsible for compliance with all applicable laws. Sender agrees that Sender will only send a Gift Card to people that Sender knows personally and for personal reasons.

7.6 Foreign Merchants.

A. Information and Availability. IDT merely distributes the Gift Cards on behalf of the Foreign Merchants. IDT is not the issuer of the Gift Cards. IDT may provide information on the Website regarding the location, availability and hours of participating Foreign Merchants. However, IDT is not responsible for any inaccurate or incomplete information regarding a Foreign Merchant that may be posted on the Website. Please contact the Foreign Merchant directly to confirm any information relating to the Foreign Merchant and its Gift Cards. We do not have control of, or liability for, any products or services that are purchased using a Gift Card and IDT shall not be liable for the acts or omissions of the Foreign Merchants. We are not responsible for the decrementing of any Gift Card and any dispute over the decrementing of a Gift Card by a Foreign Merchant must be addressed to the Foreign Merchant directly. Not all Foreign Merchants are available at each Retailer and available Foreign Merchants and Recipient Countries are subject to change at any time. Our participating Retailers have access to the names of the available Foreign Merchants in each applicable Recipient Country.

B. Foreign Merchant Terms. Each Foreign Merchant has distinct terms, conditions and restrictions regarding the use of its Gift Cards, including fees, expiration, the types of goods and services that can be purchased with a Gift Card, the locations within a Foreign Merchant Location where the Gift Card can be redeemed, the method of recording (and terms of) any unused balances, eligible Foreign Merchant Locations and other redemption policies (collectively, “Foreign Merchant Terms”). The purchase and/or use of a Gift Card constitutes acceptance by the Sender and the Recipient of the applicable Foreign Merchant Terms. For specific Foreign Merchant Terms, contact the Foreign Merchant.

7.7 Transaction Amount; Payment. Senders must pay for each Transaction in cash at a participating Retailer, or using any other form or method of payment acceptable to IDT. All payments must be in U.S. dollars. The full Transaction Amount is due and payable before IDT will initiate and process the Transaction. IDT may set a minimum and/or maximum amount that may be loaded onto a Gift Card. If applicable, each Sender authorizes us to access, charge, or debit funds from any payment instrument provided in connection with the Sender’s purchase of a Gift Card (a “Payment Instrument”) including, for example, your credit card, debit card or bank account. Not all Payment Instruments are available to a Sender at all times. Sender represents and warrants that he/she is the lawful owner of his/her Payment Instruments. IDT is not responsible for any fees or charges that may be imposed by the financial institutions associated with your Payment Instrument. IDT may evaluate the reasonableness of your stated source of funds with respect to any proposed Transaction. We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase. If you submit a Transaction that results in IDT being charged non-sufficient fund fees, chargeback fees, or other similar fees, you agree to reimburse us for all such fees.

7.8 Purchase Fee. In accordance with applicable law, IDT may charge the Sender a Purchase Fee for each Transaction. The Purchase Fee will be collected by the Retailer at the time of the Transaction. IDT reserves the right to add or change the Purchase Fee or add other fees at any time without notice, except as provided by applicable law. Senders agree that by purchasing a Gift Card following a change in the fees, you accept such changes. Ask a Retailer for the current fee amount.

7.9 Information and Documentation. In order to initiate and process a Transaction we require all or some of the following information: the Sender’s and the Recipient’s full name, address, email address and telephone number. The Sender must also select the applicable Foreign Merchant at the time of purchase. IDT may request additional information regarding Sender, Recipient and/or the Sender’s Payment Instrument as required by applicable law, IDT’s policies, our Processors’ policies or the Foreign Merchants. IDT, in its sole discretion, may reject any proposed Transaction for any reason. IDT, its Retailers and Processors are not responsible for incorrect information provided by Sender. IDT may

place Transactions on hold pending the receipt of all requested information and documentation. Each Sender affirms that his/her Recipient has authorized the Sender to provide IDT with information about the Recipient. No Transaction will be processed without all requested information. Sender represents that all information provided to us concerning Sender and Recipient shall be accurate, current and complete in all respects. By providing us with the above information, you give us permission to store and process such information in connection with executing the Transaction and as described in our Privacy Policy. You must promptly update us with any change in your contact information.

7.10 No Changes. We generally do not let you change the details of your Transaction once it has been submitted to us for processing. We rely on the information you provide and it is your responsibility to make sure your Transaction details are accurate before you submit your Transaction for processing.

7.11 Currency Exchange. In addition to the Purchase Fee (if any), a currency exchange rate will be applied to each Transaction. The Sender's U.S. dollars will be converted to the applicable foreign currency of the Recipient Country at an exchange rate set by IDT and/or the applicable Processor at the time of the Transaction and will not change even if the exchange rate changes between the purchase date and the redemption date. IDT may make money when it exchanges your U.S. dollars as any difference between the exchange rate given to you and the exchange rate received by IDT will be kept by IDT (and/or its Retailers in some cases) in addition to the Purchase Fee (if any). The Retailer can tell you the actual exchange rate at the time of your Transaction.

7.12 Activation and Deactivation. Processing times vary by Processor. We expect that all purchased Gift Cards and associated PINs will be activated and ready to be redeemed by the Recipient within thirty minutes of IDT submitting the Transaction to the Processor. If IDT reasonably determines that a Sender or Recipient are actually or allegedly engaged in activities that are illegal or fraudulent or which may be harmful to IDT, then IDT may request that the Processor deactivate the applicable Gift Card and associated PIN. Any such deactivation shall not entitle any third party to a refund.

7.13 Notices. You agree that we may provide notices to you by posting them on the Website, emailing them to an email address that you have provided us, sending them via text message to any mobile number that you have provided us, or by mailing them to any postal address that you have provided us. It is your sole responsibility to ensure that your contact information is accurate. By providing us with a telephone number, including a mobile number, Sender consents to receive autodialed and pre-recorded calls or text messages at that number for Transaction related purposes, including purchase and delivery confirmation calls or messages. Standard message and data rates may apply. Each Sender grants us permission to contact the applicable Recipient for Transaction related purposes.

7.14 Delivery. IDT or the applicable Processor shall deliver the PIN to the Recipient electronically either by SMS or email within thirty minutes of IDT submitting the Transaction to the Processor. Sender shall receive confirmation of the Transaction by SMS or email. Each Gift Card/PIN is a "closed loop" gift card, meaning the Gift Card/PIN may only be used by the Recipient to purchase goods or services from and at the specific Foreign Merchant selected by Sender at the time of purchase. Users should carefully guard their Gift Card/PIN just as they would any cash instrument. IDT is not responsible, and no refund or credit will be given, if a Gift Card or PIN is subsequently lost or redeemed (partially or fully) by someone other than the intended Recipient. Only share the Gift Card/PIN with your intended Recipient. IDT is not responsible for the loss, theft, destruction or unauthorized use of the Gift Card or PIN. The Redemption Amount is not insured. IDT will make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing because it is largely dependent on many factors outside our

control. Neither IDT nor its Retailers shall incur any liability if we are unable to process a Transaction initiated by a Sender because of the existence of any of the following circumstances:

- a) Sender has not provided us with the correct information required to process the Transaction;
- b) Sender's Payment Instrument does not contain sufficient funds to complete the Transaction or the Transaction would exceed the credit limit or overdraft protection of Sender's Payment Instrument;
- c) any of the circumstances listed in Section 7.4;
- d) any circumstance beyond our control, including but not limited to, fire, flood or interference from an outside force that prevents the proper execution of a Transaction.

7.15 Recipient Verification. In accordance with the local laws of the Recipient Country and the applicable Foreign Merchant Terms, Recipients will be required to present a valid, unexpired identification document and the PIN, Transaction number or similar identifier associated with the Transaction before redeeming a Gift Card or purchasing any goods or services at a Foreign Merchant with a Gift Card.

7.16 Redemption and Expiration. Gift Cards may only be redeemed at an applicable Foreign Merchant Location for goods or services of the issuing Foreign Merchant. To use a Gift Card, a Recipient should present it as payment for eligible products or services of the applicable Foreign Merchant. Some Foreign Merchants may require that the entire Redemption Value be used in one purchase transaction. For Foreign Merchants that allow partial redemption of a Gift Card, Recipients who do not use the entire Gift Card amount at a Foreign Merchant will receive a gift card or voucher issued by the Foreign Merchant for the remaining amount in the local currency of the Recipient Country. IDT does not issue and is not responsible for any remaining balance on a Gift Card once the card is partially redeemed. Subject to applicable law and the applicable Foreign Merchant Terms, the Redemption Amount of any Gift Card shall not expire prior to its redemption at a Foreign Merchant Location. A partial redemption of a Gift Card may result in a voucher or credit issued by the Foreign Merchant, which may have an expiration date.

7.17 No Refunds; Risk of Loss. All Transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. Gift Cards have no cash value and Recipients shall not be entitled to redeem any portion of a Gift Card for cash. The Gift Cards are not reloadable. Risk of loss and title for a Gift Card passes to the Recipient or Sender upon transmission of the PIN to either party.

7.18 Customer Service. If you are a Sender, please let us know if you have any problems with a Transaction. To contact IDT's customer service dial 1-844-208-0168.

7.19 Delays. The processing of your Transaction may be delayed or cancelled prior to redemption by your Recipient due to reasons beyond our control, including delays caused by the Processor, compliance with applicable law, technological issues and the business hours of the Foreign Merchants.

7.20 Processors. IDT has contracted with one or more Processors to process your Transactions and to pay the Foreign Merchants. IDT is not responsible for the actions of the Processors.

7.21 Restricted Activities and Unauthorized Transactions. Senders and Recipients agree not to:

- a) breach this User Agreement or applicable law;
- b) use the Gift Cards for any unlawful, abusive or fraudulent purpose;
- c) act as a Sender or as a Recipient on behalf of any other person, business, charity, or other non-human entity;
- d) provide false, inaccurate, or misleading information;
- e) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- f) use the Gift Cards for any activity that involves fraud or money laundering; or
- g) share Transaction information with anyone except the Recipient.

#### 7.22 Collection of Information.

- a) Verifying information. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your e-mail address or Payment Instruments, or verifying your information against third party databases or through other sources. This may also include verifying your Recipient's information.
- b) Government Disclosures. We may provide information about you and your Transactions to government authorities and enforcement agencies, as described in our Privacy Policy. In addition, if you use the Gift Cards for illegal activity we reserve the right to report you to the appropriate law enforcement authorities.

## 8. **International e-Gift**

8.1 General. IDT offers U.S. consumers an international e-gift service whereby they can purchase a product or gift from a foreign merchant and have that product or gift delivered to the recipient of their choice in the foreign merchant's country (the "E-Gift Service"). The E-Gift Service was created to help our customers send products and gifts to their family and friends. We recommend that you only use the E-Gift Service to send products and gifts to people you know personally and not to strangers. The E-Gift Service is offered only to individual residents of the United States. Additional eligibility requirements may apply to the purchasers and users of the E-Gift Service as specified in this Section 8.

8.2 Definitions. The following terms as used in this Section 8 have the following meanings:

"Foreign Merchant" is a retailer located outside of the United States selected by the Sender at the time of the Transaction that will issue and deliver the Gift. In some Transactions the Processor and the Foreign Merchant may be the same.

"Foreign Merchant Location" is a retail store, location or website of a Foreign Merchant that the Recipient may have to visit in order to pick up the Gift issued by that Foreign Merchant.

"Gift" is a product selected at the time of the Transaction by the Sender that is issued and distributed by the Foreign Merchant (or Processor) to the Recipient selected by the Sender at the time of the Transaction.

"PIN" is the personal identification number associated with a Transaction that is sent to the Recipient and which allows the Recipient to receive the Gift.

“Purchase Fee” is a fee charged by IDT to each Sender to initiate and process a Transaction, as permitted by applicable law.

“Processors” are third party processors either in the United States and/or in a Recipient Country that IDT contracts with to process a Transaction, deliver a Gift and/or make payment to the Foreign Merchant. In some Transactions the Processor and the Foreign Merchant may be the same.

“Recipient” is a person located in a foreign country who is designated by the Sender at the time of the Transaction to receive the Gift.

“Recipient Country” is the foreign country in which the Foreign Merchant issues, and the Recipient receives, the Gift.

“Retailer” is a retailer, website or other distributor that has been authorized by IDT to sell the E-Gift Service in the United States.

“Sender” is a consumer located in the United States who uses the E-Gift Service to send a Gift issued by a Foreign Merchant to a Recipient.

“Transaction” is a bona fide, specific instruction from a Sender to use the E-Gift Service to send a Gift issued by a Foreign Merchant to a Recipient.

“Transaction Amount” is the amount that the Sender pays to IDT to initiate and process a Transaction, which amount shall equal the retail value of the Gift plus any Purchase Fee.

8.3 IDT’s Role. IDT merely provides the E-Gift Service and is not the manufacturer, issuer or distributor of the Gifts. The Sender is purchasing the Gift from the applicable Foreign Merchant. The applicable Foreign Merchant is the issuer and distributor of the Gift and the Recipient may only receive the Gift. By requesting a Transaction you authorize IDT to submit the Transaction on your behalf in accordance with your instructions, an offer we may accept or reject in our sole discretion. IDT is an independent contractor for all purposes, except if we act as your agent with respect to the custody of your funds.

8.4 Access Limitations. Access to the E-Gift Service may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, the E-Gift Service may be delayed or unavailable based on certain Transaction conditions, including Recipient Country, Foreign Merchant, applicable Processor, regulatory issues, identification requirements and the Retailer’s hours. Purchasers and users of the E-Gift Service acknowledge and agree that in no event shall IDT or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to the E-Gift Service caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any Transaction for any reason without notice. We reserve the right at any time to modify or discontinue the E-Gift Service with or without notice. The E-Gift Service may not be available at all Retailer locations or in certain states, counties or other jurisdictions and IDT makes no guarantee that the E-Gift Service will be available in any location.

8.5 User Restrictions. You may not purchase or use the E-Gift Service in violation of this User Agreement or applicable laws, rules or regulations. You must be at least 18 years old to use the E-Gift Service as a Sender and you must be able to form legally binding contracts under applicable law. You hereby affirm that you are fully able and competent to enter into and comply with the terms and

conditions of this User Agreement. Senders and Recipients are entirely responsible for compliance with all applicable laws. Sender agrees that Sender will only send a Gift to people that Sender knows personally and for personal reasons.

#### 8.6 Foreign Merchants.

A. Information and Availability. IDT merely provides the E-Gift Service to our customers. IDT is not the manufacturer, issuer or distributor of the Gift. The Sender is purchasing the Gift from the applicable Foreign Merchant. IDT may provide information on the Website regarding the participating Foreign Merchants. However, IDT is not responsible for any inaccurate or incomplete information regarding a Foreign Merchant that may be posted on the Website. Please contact the Foreign Merchant directly to confirm any information relating to the Foreign Merchant and its Gifts. We do not have control of, or liability for, the Gifts and IDT shall not be liable for the acts or omissions of the Foreign Merchants. Not all Foreign Merchants are available at each Retailer and available Foreign Merchants, Recipient Countries and Gifts are subject to change at any time. Our participating Retailers have access to the names of the available Foreign Merchants and Gifts in each applicable Recipient Country.

B. General Foreign Merchant Terms. Each Foreign Merchant may have distinct terms, conditions and restrictions regarding the delivery and use of its Gifts, including delivery, fees, expiration and other redemption policies (“Foreign Merchant Terms”). The purchase and/or use of the E-Gift Service constitutes acceptance by the Sender and the Recipient of the applicable Foreign Merchant Terms. You can contact the Foreign Merchant to obtain the Foreign Merchant Terms.

8.7 Transaction Amount; Payment. Senders must pay for each Transaction in cash at a participating Retailer, or using any other form or method of payment acceptable to IDT. All payments must be in U.S. dollars. The full Transaction Amount is due and payable before IDT will initiate and process the Transaction. If applicable, each Sender authorizes us to access, charge, or debit funds from any payment instrument provided in connection with the Sender’s purchase of the Gift (a “Payment Instrument”) including, for example, your credit card, debit card or bank account. Not all Payment Instruments are available to a Sender at all times. Sender represents and warrants that he/she is the lawful owner of his/her Payment Instruments. IDT is not responsible for any fees or charges that may be imposed by the financial institutions associated with your Payment Instrument. IDT may evaluate the reasonableness of your stated source of funds with respect to any proposed Transaction. We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase. If you submit a Transaction that results in IDT being charged non-sufficient fund fees, chargeback fees, or other similar fees, you agree to reimburse us for all such fees.

8.8 Purchase Fee. In accordance with applicable law, IDT may charge the Sender a Purchase Fee for each Transaction. The Purchase Fee will be collected by the Retailer at the time of the Transaction. IDT reserves the right to add or change the Purchase Fee or add other fees at any time without notice, except as provided by applicable law. Senders agree that by using the E-Gift Service following a change in the fees, you accept such changes. Ask a Retailer for the current fee amount.

8.9 Information and Documentation. In order to initiate and process a Transaction we require all or some of the following information: the Sender’s and the Recipient’s full name, address, email address and telephone number. The Sender must also select the applicable Foreign Merchant and the Gift at the time of purchase. IDT may request additional information regarding Sender, Recipient and/or the Sender’s Payment Instrument as required by applicable law, IDT’s policies, our Processors’ policies or

the Foreign Merchant Terms. IDT, in its sole discretion, may reject any proposed Transaction for any reason. IDT, its Retailers and Processors are not responsible for incorrect information provided by Sender. IDT may place Transactions on hold pending the receipt of all requested information and documentation. Each Sender affirms that his/her Recipient has authorized the Sender to provide IDT with information about the Recipient. No Transaction will be processed without all requested information. Sender represents that all information provided to us concerning Sender and Recipient shall be accurate, current and complete in all respects. By providing us with the above information, you give us permission to store and process such information in connection with executing the Transaction and as described in our Privacy Policy. You must promptly update us with any change in your contact information.

8.10 No Changes. We generally do not let you change the details of your Transaction once it has been submitted to us for processing. We rely on the information you provide and it is your responsibility to make sure your Transaction details are accurate before you submit your Transaction for processing.

8.11 Confirmation. IDT or the applicable Processor/Foreign Merchant shall deliver the PIN to the Recipient electronically either by SMS or email within thirty minutes of IDT submitting the Transaction to the Processor/Foreign Merchant. Sender shall receive confirmation of the Transaction by SMS or email.

8.12 Notices. You agree that we may provide notices to you by posting them on the Website, emailing them to an email address that you have provided us, sending them via text message to any mobile number that you have provided us, or by mailing them to any postal address that you have provided us. It is your sole responsibility to ensure that your contact information is accurate. By providing us with a telephone number, including a mobile number, Sender consents to receive autodialed and pre-recorded calls or text messages at that number for Transaction related purposes, including purchase and delivery confirmation calls or messages. Standard message and data rates may apply. Each Sender grants us permission to contact the applicable Recipient for Transaction related purposes.

8.13 Processing. IDT will make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing or deliver the Gift because it is largely dependent on many factors outside our control. Neither IDT nor its Retailers shall incur any liability if we are unable to process a Transaction initiated by a Sender because of the existence of any of the following circumstances:

- a) Sender has not provided us with the correct information required to process the Transaction;
- b) Sender's Payment Instrument does not contain sufficient funds to complete the Transaction or the Transaction would exceed the credit limit or overdraft protection of Sender's Payment Instrument;
- c) any of the circumstances listed in Section 8.4 of this User Agreement;
- d) any circumstance beyond our control, including but not limited to, fire, flood or interference from an outside force that prevents the proper execution of a Transaction.

8.14 Delivery of Gift. Processing and delivery times vary by Processor/Foreign Merchant. While we expect that each Gift will be delivered within 72 hours of the Transaction, we are not responsible for the Processor and/or the Foreign Merchant correctly and timely delivering the Gift. The Processor and/or Foreign Merchant may not deliver a Gift for various reasons including, but not limited

to, incorrect information supplied by the Sender or inability to locate the Recipient. Each Gift is a “closed loop” gift, meaning the Recipient can only receive the Gift and not any other products or services from the Foreign Merchant. Senders and Recipients should carefully guard the PIN as it will be needed to receive the Gift. IDT is not responsible for the loss, theft, destruction or unauthorized use of the Gift or PIN and no refund will be given in those circumstances. The Gift is not insured. If IDT reasonably determines that a Sender or Recipient are actually or allegedly engaged in activities that are illegal or fraudulent or which may be harmful to IDT, then IDT may request that the Processor deactivate the applicable Gift. Any such deactivation shall not entitle any third party to a refund.

8.15 Recipient Verification. In accordance with the local laws of the Recipient Country and the applicable Foreign Merchant Terms, the Recipients (a) will be required to present the PIN (or similar identifier associated with the Transaction) before receiving the Gift and (b) in certain circumstances may also have to present a valid, unexpired identification document to receive the Gift. In certain circumstances and for certain Transactions, Recipients may have to visit a Foreign Merchant Location to pick up the Gift.

8.16 Expiration. Subject to applicable law and the applicable Foreign Merchant Terms, if the Recipient is not able or refuses to receive the Gift (or does not pick up the Gift if required to pick it up), then the Gift may expire. IDT shall have no liability for any Gift that is not delivered to a Recipient for any reason.

8.17 No Refunds; Risk of Loss. All Transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. Gifts have no cash value and Recipients shall not be entitled to redeem any portion of a Gift for cash. Risk of loss and title for a Gift passes to the Recipient upon delivery or attempted delivery to the Recipient.

8.18 Customer Service. If you are a Sender, please let us know if you have any problems with a Transaction. To contact IDT’s customer service dial 1-844-208-0168.

8.19 Delays. The processing of your Transaction may be delayed or cancelled prior to your Recipient receiving the Gift due to reasons beyond our control, including delays caused by the Processor, compliance with applicable law, technological issues and the Foreign Merchant.

8.20 Processors. IDT has contracted with one or more Processors to process your Transactions, deliver the Gifts and to pay the Foreign Merchants. IDT is not responsible for the actions of the Processors. For some Transactions the Processor and the Foreign Merchant are the same.

8.21 Restricted Activities and Unauthorized Transactions. Senders and Recipients agree not to:

- a) breach this User Agreement or applicable law;
- b) use the E-Gift Service for any unlawful, abusive or fraudulent purpose;
- c) act as a Sender or as a Recipient on behalf of any other person, business, charity, or other non-human entity;
- d) provide false, inaccurate, or misleading information;
- e) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;

- f) use the E-Gift Service for any activity that involves fraud or money laundering; or
- g) share Transaction information with anyone except the Recipient.

#### 8.22 Collection of Information.

- a) Verifying information. You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your e-mail address or Payment Instruments, or verifying your information against third party databases or through other sources. This may also include verifying your Recipient's information.
- b) Government Disclosures. We may provide information about you and your Transactions to government authorities and enforcement agencies, as described in our Privacy Policy. In addition, if you use the E-Gift Service for illegal activity we reserve the right to report you to the appropriate law enforcement authorities.

### **9. Claro TV Top Up**

9.1 General. U.S. consumers can purchase value issued by Claro for immediate redemption to a prepaid Claro satellite television account in Guatemala.

9.2 Payment. You can purchase Claro TV Top Up on the Website and at authorized participating Boss Revolution retailers. Acceptable forms of payment on the Website are credit card and debit card. Payment options at a retailer may also include cash and any other form of payment authorized by IDT and the retailer (including ACH, if and when available). We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase of Claro TV Top Up. All payments must be made in U.S. dollars. You have the option to purchase recharge amounts between \$14 and \$47 with a maximum recharge amount of \$200 per day to any particular Claro satellite television account.

9.3 Redemption. Purchases Claro TV Top Up will be redeemed (i.e., credited to the beneficiary's Claro satellite television account in Guatemala) in real time. No PIN or voucher will be issued as the purchased value will be immediately posted to the Claro account. The Claro TV Top Up purchase amount can't be redeemed for cash or any other product or service and can only be used to recharge a prepaid Claro satellite television account in Guatemala. The amount of television airtime value added to the recipient's account varies based on the amount sent and service agreement between the recipient and Claro.

9.4 Refunds. All Claro TV Top Up transactions are final and may not be exchanged, returned, refunded, transferred or reimbursed, except as required by law. IDT and the Boss Revolution retailers are not responsible for any error due to incorrect information supplied by the purchaser to process the Claro TV Top Up transaction. The recharge amount has no cash value and neither the purchaser nor the recipient shall be entitled to redeem any portion for cash.

9.5 Specific Claro Terms. Claro TV Top Up is a service that IDT merely distributes and processes through its Boss Revolution platform. The rates, charges, expiration and terms for Claro satellite television service in Guatemala are established and provided by Claro Telecomunicaciones de

Guatemala, S.A. and are subject to change pursuant to those terms. You agree that by purchasing Claro TV Top Up following a change in the Claro terms, you accept such changes. IDT shall not be liable for the acts or omissions of Claro Telecomunicaciones de Guatemala, S.A.

9.6 Access Limitations. Access to Claro TV Top Up may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, communication system problems, or circumstances beyond our reasonable control. In addition, Claro TV Top Up transactions may be delayed or unavailable based on certain transaction conditions. Purchasers and users of Claro TV Top Up acknowledge and agree that in no event shall IDT or its officers, directors, agents, employees and representatives be liable for any claims arising from or related to Claro TV Top Up caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any Claro TV Top Up transaction for any reason without notice. We reserve the right at any time to modify or discontinue offering Claro TV Top Up with or without notice. Claro TV Top Up may not be available at all Boss Revolution retailer locations or in certain states, counties or other jurisdictions and IDT makes no guarantee that Claro TV Top Up will be available in any location.

## **10. General Terms for All Services**

10.1 Use of Services. IDT grants you a non-exclusive, non-transferable right to use the Services subject to your compliance with this User Agreement. IDT will offer the Services to you in accordance with this User Agreement subject to availability. We make no representation that any of the Services are available for use in any particular location. To the extent you choose to access a Service, you do so at your own initiative and are responsible for compliance with any applicable laws. We reserve the right to change, suspend, remove, or disable access to any Service at any time without notice. In no event will we be liable for the removal or disabling of access to any Service. We may also impose limits on the use of or access to any Service without notice or liability.

10.2 Access. You are responsible for all actions that take place as a result of access to or use of any Service whether the access was made by you or by a third party using the Service.

10.3 Prohibited Uses. You expressly agree to use the Services, the Website and the App solely for lawful purposes. You agree not to use any of the Services, the Website or the App for any unlawful, abusive, or fraudulent purpose, including without limitation:

- interfering with our ability to provide the Services to you or to other customers;
- violating applicable law, the User Agreement;
- avoiding your obligation to pay for the Services;
- using the Services other than for personal, consumer use;
- intercepting any communication which is not intended for you;
- sending any unsolicited commercial communication; or
- submitting or exposing to any third party any material that infringes any third party's intellectual property rights or violates the rights of any third party, is offensive, defamatory, racist, pornographic, illegal, harmful to minors, indecent or is otherwise objectionable in IDT's sole discretion.

Furthermore, you agree not to use the Services, the Website or the App in any way that: (i) could damage, disable or overburden any IDT server or facility, or the networks connected to any IDT server or facility, (ii) interferes with any other party's use and enjoyment of the Services, or (iii) could damage

IDT's business, reputation or employees. You agree not to resell or commercialize any of the Services whether for profit or otherwise.

10.4 Submission of Information to IDT. If you send any messages or post any information to IDT on the Website, with or through the Services, through social media third party sites or otherwise provide feedback to IDT, you are granting IDT a royalty-free, world-wide, transferable, sub-licensable, perpetual, irrevocable license to use the information in the course of offering the Services. Furthermore, IDT retains the right to reformat, excerpt, or translate any information or materials submitted by you to IDT. IDT reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in IDT's sole discretion.

10.5 No Warranties. You expressly acknowledge that (a) your use of the Services, the Website, the App and any content therein (collectively, "Content") is at your sole risk and (b) the Services, Website, App and all Content are provided "AS IS" and "AS AVAILABLE" with no warranties of any kind. IDT does not make any warranties, claims or representations to you or to any third party, whether express, implied or statutory, regarding the Services, Website, App, Content, including, without limitation, warranties or conditions of quality, performance, suitability, durability, title, non-infringement, merchantability, completeness of fitness for use for a particular purpose. All such warranties are hereby expressly excluded and disclaimed and you hereby waive and release IDT from all such warranties of any nature. Without limiting the foregoing, IDT makes no warranty or representation that the Services, Website, App, or Content will always be available, accessible, uninterrupted, timely, secure, accurate, complete or error free or free of viruses or other harmful components or that any defects will be corrected. IDT may choose not to provide Services to countries at its sole discretion. We do not authorize anyone, including but not limited to IDT agents and employees, to make any warranties on our behalf and you should not rely on any such statements. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you. For the purposes of this paragraph, "IDT" includes our parent companies, subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees. This provision will continue to remain in force after this User Agreement expires or is otherwise terminated.

IDT will not be liable for any disruption, delays, eavesdropping or other omissions in the Services. IDT takes no responsibility for any disruption, interruption or delay in the Services caused by any failure of or inadequacy in any items over which it has no control.

10.6 Suspension of Service. IDT may immediately suspend, cancel, modify or restrict the Services or your use of the Services, all without advance notice or liability, if:

- you violate this User Agreement;
- we reasonably believe that you or someone else (through your Member Profile) is fraudulently or unlawfully using the Services;
- we reasonably believe that you or someone else (through your Member Profile) is abusing the Services, including misuse of service promotions;
- your form of payment for the Services is cancelled, disabled, discontinued or otherwise dishonored after funding;
- IDT needs to perform maintenance on or upgrade the Services, Website, App or the underlying infrastructure that enables you to use the Services, Website or App (you will not be entitled to claim damages for any such suspension or limitation of use); and/or

- there is a determination by any governmental authority that the provision of any of the Services is contrary to any law, rule or regulation.

You hereby agree to pay any and all outstanding charges for the Services and to reimburse us for any reasonable cost we incur in securing your payment, including, but not limited to, attorneys' fees, court fees, and any other collection-related cost. We may impose restrictions on the form of payment you may use and/or may refuse to provide the Services to you, if any of your previous payments have failed to result in IDT's receipt of the entire amount payable to us in connection with such payment.

10.7 Indemnification. You agree to indemnify, release and hold IDT harmless from any and all liability, losses, damages or claims of any kind resulting from or arising out of your (a) use of the Services, Website, App and Content, (b) breach of this User Agreement, or (c) violation of another person's or entity's rights. In addition, you agree that IDT shall not be responsible for any third party claims against you that arise from your use of the Services, Website, App and Content and you agree to reimburse IDT for all costs and expenses related to the defense of any such claims, including reasonable attorneys' fees, unless such claims are based upon our willful misconduct or gross negligence. This section will survive the expiration or termination of the User Agreement. For the purposes of this paragraph, "IDT" includes our parent companies, subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.

10.8 Limitations of Liability. IDT is not liable to you or to any third party for any costs, liabilities or damages arising either directly or indirectly from any cause, action or claim relating to the Services, Website, App, or Content, including without limitation any personal injury, actual, incidental, consequential, exemplary, punitive, reliance or special damages, or for any claims for loss of revenue, lost profits, lost use, data, or goodwill or for lost business opportunities of any kind or nature whatsoever. These limitations apply even if the damages were foreseeable or we were told that they were possible, and these limitations apply whether the claim is based upon contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. IDT is not liable for failures, outages, interruptions, equipment failures or acts or omissions of third parties regarding or related to the Services. IDT will not be liable for any damages if the Services are interrupted, or if there is a problem with the interconnection of the Services with the service, products or equipment of some other party. This section will survive the expiration or termination of the User Agreement. Because some jurisdictions do not permit these exclusions or limitations, IDT's liability in such jurisdictions shall be limited to the extent permitted by law. For the purposes of this paragraph, "IDT" includes our parent companies, subsidiary companies and affiliated legal entities, and all their directors, officers, agents, licensors and employees.

Notwithstanding anything in this User Agreement to the contrary and should any provision of this User Agreement limiting IDT's liability not be enforced, IDT's total liability to you in connection with this User Agreement shall not exceed in the aggregate the amount paid by you for the applicable Service in the 12 month period immediately prior to the date of the event giving rise to the claim, subject to a maximum of \$1,000.00 in all cases.

10.9 Termination. You may terminate your relationship with IDT at any time by ceasing to use Services, Website and App. IDT may terminate its relationship with you, or may terminate or suspend your use of the Services, Website, and/or App at any time if:

- if you violate this User Agreement;
- if we reasonably suspect that you are using the Services, Website, or App to break the law or infringe a third party's rights;
- if we reasonably suspect that you are trying to unfairly exploit or misuse any of our policies;

- if we reasonably suspect that you are using the Services, Website or App fraudulently;
- on 30 days' notice;
- immediately if required due to a change in any applicable law or by any of IDT's partners; or
- on 30 days' notice if we decide to cease offering the Service you use to users in your jurisdiction generally.

Upon termination: (a) all licenses and rights to use the Services, Website, and App shall immediately terminate; and (ii) you will immediately cease any and all use of the Services, Website, and App. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this User Agreement for all purposes.

## 11. Website Terms of Use

11.1 Website Transactions. We reserve the right to refuse any order or transaction you place with us. We may, in our sole discretion, limit or cancel transactions on a per person, per household, per telephone number or per order basis. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel a transaction, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the transaction was made. We reserve the right to limit or prohibit transactions that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

11.2 Right to Change Website. We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Website or any Service, content, feature or product offered through the Website, with or without notice; charge fees in connection with the use of the Website; modify and/or waive any fees charged in connection with the Website; and/or offer opportunities to some or all users of the Website. You agree that we shall not be liable to you or to any third party for any such actions.

11.3 Rules of User Conduct. You expressly acknowledge and agree not to use the Website for any unlawful, abusive, or fraudulent purpose and to abide by all of IDT's rules of user conduct. You agree that by (a) using the Website or any Service or (b) posting information in or otherwise using any communications service, chat room, virtual television channel, message board, newsgroup, software library, or other interactive service that may be available to you on or through the Website, you will not upload, post, or otherwise distribute or facilitate the distribution of any content (including text, communications, software, images, sounds, data, or other information) that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates this User Agreement;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, unsolicited text or SMS messages, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- impersonates any person or entity, including any employee or representative of IDT.

You also agree that you will not harvest or collect information about the users or members of the Website or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or other forms of communication. You further agree that you will not knowingly solicit or collect personal information from a child 13 years old or younger without appropriate prior verifiable parental consent. IDT generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through the Website. However, IDT and its agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with the terms of this User Agreement or is otherwise harmful, objectionable, or inaccurate. IDT is not responsible for any failure or delay in removing such content.

11.4 Intellectual Property. The Boss Revolution name and associated logos, the software and technology underlying the Boss Revolution platform, and all registered or unregistered trademarks, service marks, logos, patents, patent applications, proprietary information, registered or unregistered copyrights and all other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with the Services, the App, the Website and the Boss Revolution platform and the products or services now or hereafter owned, created or provided by IDT (collectively, the “IDT IP”), are owned, controlled or licensed by IDT. In addition, all materials on the Website or in the App, including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property in such materials (collectively, the “Web Content”), are owned, controlled or licensed by IDT. You have no rights in or to the IDT IP or the Web Content and you may not use the IDT IP or the Web Content in any manner without the prior written consent of IDT. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the IDT IP or the Web Content. The IDT IP and the Web Content are intended to promote IDT’s products and services available in the United States. One or more patents may apply to the Website, the App or the Services.

11.5 Third Party Sites. The Website may produce automated search results or otherwise link you to other sites on the Internet. These other sites are not under the control of IDT or its affiliates and you acknowledge that neither IDT nor its affiliates are responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such other sites. These sites may contain information or material that some people may find inappropriate or offensive. The inclusion of such a link does not imply endorsement of the site by IDT or any association with its operators.

11.6 Procedure for Making Claims of Copyright Infringement. IDT, its subsidiaries and affiliate companies respect the intellectual property of others, and we ask our content providers and those posting materials to the Website to do the same. If you believe that your copyrighted work has been copied and is accessible on the Website in a way that constitutes copyright infringement, please let us know right away by providing our copyright agent with the following information:

- the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- a description of the copyrighted work that you claim has been infringed and a description of the infringing activity;
- identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published;
- identification of the URL or other specific location on the Website where the material that you claim is infringing is located (you must include enough information to allow us to locate the material);
- your name, address, telephone number, and email address;
- statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement on the Website can be reached as follows:

IDT Domestic Telecom, Inc.  
 520 Broad Street  
 Newark, NJ 07102  
 Attn: Legal Department  
 973-438-1000

11.7 User Submissions. IDT is pleased to hear from users and welcomes your comments regarding our Services. Our company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by IDT or its employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example sweepstake entries) or without out a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that IDT may, at any time, without restriction, edit, copy, publish, distribute, translate, display, perform and otherwise use in any medium any Comments. IDT is and shall be under no obligation (a) to maintain any Comments in confidence, (b) to pay compensation for any Comments or (c) to respond to any Comments. IDT has the right but not the obligation to monitor and edit or remove any Comments. You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead IDT or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. IDT takes no responsibility and assumes no liability for any Comments posted by your or any third party.

11.8 International Use. IDT makes no representation that materials on the Website are appropriate or available for use in locations outside the United States. Accessing such materials from territories where their content is illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws.

11.9 Termination. IDT reserves the right, in its sole discretion, to terminate a person's access to all or part of the Website, with or without notice.

## **12. General Provisions**

12.1 Taxes. You are responsible for and must pay any applicable taxes in connection with your purchase and use of any the Services.

12.2 Electronic Communications. Unless otherwise required by applicable law, you authorize IDT to send or provide the following categories of information ("Communications") by electronic means and not in paper format: (a) this User Agreement and any amendments, modifications or supplements to it; (b) your purchase and use records regarding Service transactions; (c) any initial, periodic or other disclosures or notices provided in connection with the Services, including without limitation those required by U.S. federal, state or other applicable law; (d) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services; and (e) any other communication related to the Services, a transaction or IDT. Electronic means may include email, SMS/MMS, App to App messages, text, push notification through the App, Website chat with customer service or posting in the App or on the Website. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may withdraw your consent to receive all Communications electronically (except for App to App messages from IDT) at any time. In order to withdraw your consent, you must contact us. In order to access and retain Communications, you must have: (i) an Internet browser that supports 128-bit encryption, (ii) a mobile number and the capability to receive messages from or on behalf of IDT, and (iii) a device and data or Internet connection capable of supporting the foregoing.

12.3 Consent to Receive Messages. By using any of the Services, you consent to receive SMS/MMS, push notifications through the App, App to App messages, text messages and/or email messages from IDT and its affiliates regarding account management activities and special offers. This consent is specific to the phone number(s) you provide to us to use the Services and open accounts. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may refuse to consent to receive calls and texts from IDT and its affiliates that require your consent, including autodialed, pre-recorded or artificial voice telemarketing calls. You may also withdraw your previously given consent to receive such calls and texts. Your ability to manage and use certain features of the Services could be limited if you refuse or withdraw your consent to receive these messages.

12.4 No Third Party Rights. The provisions of this User Agreement are for the benefit of you and IDT and not for the benefit of any third party.

12.5 Acts Beyond Our Control. IDT will not be in breach of this User Agreement or responsible for any failure in performance, loss or damage that it is due to any event beyond our reasonable control, including without limitation, fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers and acts of regulatory or governmental agencies.

12.6 Assignment. This User Agreement is personal to you and you may not assign or transfer it or your rights or obligations to any other person without IDT's prior consent. We can assign all or part of our rights or duties under this User Agreement without prior notice. If we elect to make such an assignment, we will have no further obligations to you under this User Agreement or in connection with your purchase or use of the Services.

12.7 Notices. Any notice from IDT or Boss Revolution to you under this User Agreement will be provided by one or more of the following: posting on the Website, a recorded IVR announcement while using a Service, SMS/MMS text, email or a call to a telephone number provided by you. You may contact IDT either by phone or by mail as follows:

IDT Domestic Telecom, Inc.  
Boss Revolution Product Team  
520 Broad Street  
Newark, NJ 07102  
Telephone: 973-438-1000

12.8 Separability. If any part of this User Agreement is found invalid, the rest of the User Agreement will remain valid and enforceable.

12.9 Governing Law. This User Agreement will be governed by the law of the State of New Jersey, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use, purchase or pay for the Services.

12.10 Entire Agreement. This User Agreement constitutes the entire agreement between you and IDT regarding the Services covered hereby, the Website and the App and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral between you and IDT regarding the same. No written or oral statement, advertisement or service or product description not expressly contained in this User Agreement, the Website or in the App will be allowed to contradict, explain, or supplement this User Agreement or any of the Services. Neither you nor IDT is relying on any representations or statements by the other party or any other person that is not included in this User Agreement.

12.11 Survival. The provisions of this User Agreement that explicitly or by their nature survive or are intended to survive termination or cancellation shall so survive.

12.12 Waiver. The failure by IDT to exercise, or delay in exercising, a legal right or remedy provided by this User Agreement or by law shall not constitute a waiver of IDT's right or remedy. If IDT waives a breach of this User Agreement, the waiver shall not operate as a waiver of a subsequent breach of the User Agreement.

12.13 Disputes. All disputes arising out of or related to this User Agreement, the Website, the App and/or the Services (regardless as to whether the dispute is based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) must be submitted to the American Arbitration Association ("AAA") for final and binding arbitration. The arbitration will be conducted under the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes Commercial Arbitration Rules ("AAA Rules"), as such rules are in effect on the date of commencement of the arbitration and as such rules are modified by this User Agreement. Notwithstanding anything in the AAA Rules, the arbitration shall be held in Newark, New Jersey. The arbitration will be based only on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise. The arbitrator will determine any controversy over whether an issue is subject to arbitration.

Any court of competent jurisdiction may confirm or enforce the award. Unless otherwise provided for in the AAA Rules or in the arbitration award, IDT and you will divide equally all other administrative fees and expenses of arbitration, including the fees and expenses of the arbitrator. Each party will bear the cost of preparing and presenting its own case. Each dispute will be arbitrated on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. No dispute or claim may be brought by you as a class action or as a private attorney general, and you will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim related to this User Agreement, the Website, the App or the Services. Any dispute or claim arising out of or relating to this User Agreement, the Website or the Services must be brought within two years after the date on which the basis for the dispute or claim first arises or the period of time provided by statute.

12.14 Changes to Agreement. IDT may in our sole discretion change the terms of this User Agreement or the information on the Website from time to time with or without notice. When changes are made we will update the User Agreement on the Website. The Website will be updated on or before the effective date of the change, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. Please review the User Agreement on a regular basis. By continuing to use a Service, the Website or the App after publication of the change, you agree to the change and the updated User Agreement.

12.15 Translation. For your convenience, IDT may provide you with a translation of the English language version of some or all of the various parts of the User Agreement. However, the meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. If there is any inconsistency between a non-English version and the English version, then the English version shall govern your relationship with IDT. Any translation provided may not accurately represent the information in the original English version.

12.16 Security. Unfortunately, scams and fraudsters are abundant and we urge you to be cautious of deals or offers that seem too good to be true. If you think you have been or might be a victim of fraud, or if you are aware of anyone or any entity that is using the Services inappropriately, please contact us.

12.16 Last Updated. This User Agreement was last updated on July 8, 2015.