

## **Terms of Use for Regulated Products and Services**

### **1. Introduction**

Welcome to Boss Revolution from IDT Payment Services, Inc. and IDT Payment Services of New York LLC (collectively, “IDT” or “we” or “us”). On this website and/or through our authorized Boss Revolution retailers we provide our U.S. consumers with the following products and services (collectively, the “Services”):

- International Money Transfer, which allows U.S. consumers to send money to people in certain international countries (“Money Transfer”); and
- Domestic Bill Pay, which allows U.S. consumers to send money and pay a phone, utility, cable or other bill issued by U.S. biller (“DBP”).

Some of the Services may now or in the future also be accessed via your mobile device through our Boss Revolution Money 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”). By purchasing or using any of the Services or accessing the Website or a Service through the App you acknowledge and agree that you have read, understood and have agreed to be bound by these terms of use (collectively, the “User Agreement”). If you have any questions about the User Agreement, you should consult your own lawyer before you purchase or use a Service.

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

- our Privacy Statement, which can be found at [www.bossrevolution.com/moneytransfer](http://www.bossrevolution.com/moneytransfer);
- our BR Club and Mobile Marketing Program Terms and Conditions, which can be found at [www.bossrevolution.com/terms](http://www.bossrevolution.com/terms);
- any license you are required to agree to in order to download, install and use the App;
- any other terms and conditions of 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.

**THIS USER AGREEMENT CONTAINS INFORMATION ABOUT YOUR LEGAL RIGHTS AND REQUIRES THAT DISPUTES BE RESOLVED THROUGH ARBITRATION INSTEAD OF A COURT TRIAL. IT ALSO CONTAINS A LIMITATION OF LIABILITY PROVISION. SEE SECTIONS 6.8 and 8.13 BELOW.**

IDT reserves the right to update or revise this User Agreement at any time. Please check the User Agreement and the Website periodically for changes. Your continued use of a Service or the Website 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 or access the Website or a Service through the App. 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 and Privacy.

A. Information About You. 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.

B. Information You Provide. You provide your name, email address and phone number to us to use the Services. From time to time, IDT may request information from you for the purpose of supplying Services to you. You may provide us personal information about the beneficiary of a Service you use and you confirm that you are authorized to provide that information to us. You may provide us with information related to your use of our Services and how to contact you so we can provide you customer support.

C. Other Information We Collect. We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services), log files, and diagnostic, crash, website, and performance logs and reports. 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.

D. How We Use Information. By using a Service you acknowledge that we may use, share and/or disclose your information with our affiliates (both in and outside the United States) and to select third parties for general, operational and administrative purposes. We use and share all the information we have to help us operate, provide, improve, understand, customize, support,

and market our Services. You share your information as you use and communicate through our Services, and we share this information with our affiliates and certain third parties to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you. 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.

E. Privacy Statement. Any personal data collected shall be subject to the terms of our Privacy Statement, which can be found at [www.bossrevolution.com/moneytransfer](http://www.bossrevolution.com/moneytransfer).

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

IDT Payment Services, Inc. is a licensed money transmitter and is the provider of the Services in all states in which it is licensed. IDT Payment Services of New York LLC is the provider of the Services in the State of New York and is licensed as a Money Transmitter by the New York State Department of Financial Services. Certain Services may not be available in all jurisdictions.

### **4. Money Transfer**

4.1 General. U.S. consumers (i.e., senders) can send money to a recipient in certain foreign countries.

4.2 Payment. You can purchase Money Transfer services at participating Boss Revolution retailers. Minimum transfer amount is \$20. Maximum transfer amounts are set by IDT's and its payers' policies. Your payments must be in cash, by credit or debit card or debit of your bank account (or any other form accepted by IDT) and in U.S. dollars. The total due is payable before IDT processes the transaction. If applicable, you authorize us to access, charge, or debit funds from any payment instrument provided in connection with your Money Transfer transaction (a "Payment Instrument") including, for example, your credit card, debit card or bank account. Not all Payment Instruments are available at all times. You represent and warrant that you are the lawful owner of your Payment Instrument. IDT is not responsible for any fees or charges that may be imposed by the financial institution associated with your Payment Instrument. IDT may evaluate the reasonableness of your stated source of funds with respect to any proposed transfer. 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.

4.3 Transfers. All Money Transfer transactions require the sender's and the designated recipient's full name, address and telephone number. In addition, pursuant to applicable law and IDT's policies, certain Money Transfer transactions require the sender to provide other information, including without limitation, personal information (such as social security number, occupation and date of birth), identification documentation (such as a driver's license) and documents evidencing source of sender's funds (such as copy of sender's bank statement). Certain Money Transfer transactions may also require completion of certain governmental forms as required by applicable law or IDT's policies. IDT reserves the right to request additional information and/or documents from the sender regardless of the amount to be transferred. IDT, in its sole discretion, may reject any Money Transfer transaction for any reason.

4.4 Transfer Fees. IDT charges a fee for each Money Transfer transaction. The amount of the fee for a particular transaction depends on the amount to be transferred, the payout country, the paying

agent in the payout destination and the type of delivery service. Each participating authorized Boss Revolution retailer can tell you the fee for a transaction. IDT reserves the right to change the fees at any time without notice. Certain destinations and/or payers may impose taxes, fees, and or tariffs upon the recipient's receipt of, or access to, the funds transferred. You agree that by purchasing Money Transfer services following a change in the fees, you accept such changes. Transactions not picked up within 90 days of the send date will be assessed a non-refundable administration charge of \$2.50 per month from the send date, not to exceed the maximum permitted by law, which will be deducted from the amount sent.

4.5 Available In-Country Payers. Our participating authorized Boss Revolution retailers have access to the names of the available payer(s) in each available foreign country.

4.6 Currency Exchange. In addition to the transfer fees applicable to a Money Transfer transaction, a currency exchange rate will be applied. Your U.S. dollars will be converted to the applicable foreign currency of the payout country at an exchange rate set by IDT. 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 its agents in some cases) in addition to the transfer fees. Subject to applicable law, the actual or estimated currency exchange rate applicable to your transaction will be provided to you on the written disclosures provided to you by IDT in connection with your transaction. Our participating authorized Boss Revolution retailers can tell you the actual or estimated exchange rate for a transaction at the time of your purchase.

4.7 Delivery. The designated recipient will normally receive funds sent by you in cash. In some payout countries, funds may be credited to the recipient's bank account or mobile money account. Available methods of money delivery vary by payout country and payer and include direct deposit at the recipient's bank or mobile money account, cash pickup by the recipient and cash home delivery. Ask participating retailers for specific payer methods. IDT is not responsible for the loss, theft or unauthorized use of the amount transferred once it has been picked up, delivered or deposited. Recipients who choose to receive funds through a payout method or in a currency other than the one you selected may incur additional fees to access funds or may not be able to receive the funds. Certain countries and/or jurisdictions may impose a tax, fee and/or tariff on your transaction and or the receiver's receipt of, or access to, transferred funds. In some destinations, your designated recipient may be required to provide identification, a test question answer or both to receive funds in cash. Sender consents to receive purchase and delivery confirmation text messages and/or e-mails from IDT to sender's mobile phone number or e-mail address provided (standard message and data rates may apply). Transferred funds are not insured.

4.8 Refunds and Errors. Subject to applicable law, you may cancel a Money Transfer transaction for a full refund of the principal amount and fees paid provided that the funds have not been picked up, delivered or deposited by the time IDT receives your cancellation request. To cancel a transaction and receive a refund (if permitted), you should contact the Boss Revolution retailer where you initiated the transaction or call IDT Customer Service at 800-618-3172 or send a written request to the attention of IDT Customer Service, 550 Broad Street, Newark NJ 07102 or email us at [moneytransfer@idt.net](mailto:moneytransfer@idt.net). All refund requests must be made within 180 days of the date we promised you that the funds would be made available to the designated recipient. Requests for refunds due to error shall be investigated by IDT and IDT shall provide a response to the consumer when the investigation is completed. Refunds for cancelled transactions will not be made until IDT and its correspondent payer confirm that the funds have not been picked up, delivered or deposited. IDT and its agents rely on the information you provide to send money. Eligible refunds will be made within three business days of a request to cancel a transaction. Please review all transaction details for accuracy before completing your transaction. Neither IDT, the Boss Revolution retailer nor the applicable payer is responsible for any error due to incorrect information supplied by the sender to process the Money Transfer transaction.

4.9 Specific Payer Terms. Each payer may have terms and conditions regarding Money Transfer transactions processed by it and the sender and recipient agree to be bound by those terms and conditions. IDT shall not be liable for the acts or omissions of the payers.

4.10 Access Limitations. Access to Money Transfer products and services may be limited, delayed or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, or communication system problems. Transfer of funds may be delayed or unavailable based on certain transaction conditions, including amount sent, destination country, currency availability, regulatory issues, identification requirements and retailer location hours. Money Transfer transactions that (i) exceed certain amounts; (ii) are made to certain destinations; (iii) implicate certain regulatory issues or consumer protection issues; or (iv) are sent through delayed options, may take longer, be subject to dollar limits or be subject to additional restrictions. Money Transfer transactions may be reported to applicable authorities.

## 5. Domestic Bill Pay

5.1 General. IDT offers U.S. consumers a U.S. domestic bill payment service whereby they can pay a phone, utility, cable or other bill issued by a U.S. biller (“DBP”). DBP was created to help our customers pay their bills and the bills for family and friends. We recommend that you use DBP only to pay bills for people you know personally. You should never use DBP to pay bills for strangers. DBP is offered only to individual residents of the United States. Additional eligibility requirements may apply to DBP users as specified in this Section 5.

5.2 Definitions. The following terms as used in this Section 5 have the following meanings:

“Agent” is a retailer or other party that is authorized to sell DBP as an authorized delegate of IDT.

“Beneficiary” is a person who is designated by the Sender at the time of the Transaction and on whose behalf the Sender is paying a bill issued by a Biller.

“Biller” is a utility or other entity located in the United States that has issued a Billing Statement to a Beneficiary for certain goods or services and that receives the payment made by the Sender through DBP.

“Billing Statement” is the statement or invoice sent by the Biller to the Beneficiary indicating, among other things, how much the Beneficiary owes and when payment is due.

“Due Date” is the date reflected on a Billing Statement as to when payment by a Beneficiary is due. It does not include any grace or late period.

“Payout Amount” is the amount paid to the Biller through DBP.

“Sender” is a consumer located within the United States who uses DBP to send money and pay a bill issued by a Biller on behalf of a Beneficiary.

“Service Fee” is the fee charged by IDT to each Sender to initiate and process a Transaction.

“Service Processors” are the third party processors and aggregators that IDT contracts with to process a Transaction and make payment to the Billers.

“Transaction” is a specific instruction from a Sender to pay a Billing Statement issued by a Biller on behalf of a Beneficiary through DBP. Transactions can be Expedited Transactions or Non-Expedited Transactions.

“Transaction Amount” is the amount that the Sender pays to IDT to initiate and process a Transaction and includes the amount of the Billing Statement to be paid and any applicable Service Fee.

5.3 Licensed Provider. IDT Payment Services, Inc. is a licensed money transmitter. 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.

5.4 Access Limitations and Restrictions. Access to DBP 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, DBP and the transfer of funds may be delayed or unavailable based on certain Transaction conditions, including amount sent, Biller, applicable Service Processor, regulatory issues, identification requirements and the Agent’s hours. Users of DBP acknowledge and agree that in no event shall IDT or our officers, directors, agents, employees and representatives be liable for any claims arising from or related to DBP caused by or arising out of any the aforementioned circumstances. IDT may, at any time and in our sole discretion, refuse any Transaction or limit the amount to be transferred (either on a per Transaction basis or an aggregated basis) for any reason without prior notice. We reserve the right at any time to modify or discontinue DBP (or any part thereof) with or without notice. The use of DBP to send funds to individuals or entities other than Billers is prohibited. If IDT discovers you are using DBP to purchase goods or pay for services other than payments made to Billers as specifically provided for by these terms, we may cancel your Transaction. You may not use DBP in violation of this User Agreement or applicable laws, rules or regulations. You must be at least 18 years old to use DBP as a Sender.

5.5 Billers. Each Biller may have terms and conditions regarding the payment of its Billing Statements, including error resolution, posting times and cutoff times which terms are subject to change at the discretion of the applicable Biller. The Sender and the Beneficiary agree to be bound by the applicable Biller’s terms and conditions. This User Agreement does not alter the Beneficiary’s liability or obligations that currently or in the future exist between the Beneficiary and a Biller. The Beneficiary is responsible for timely payment of all Billing Statements. We do not have control of, or liability for, any products or services that are paid for using DBP and IDT shall not be liable for the acts or omissions of the Billers. We are not responsible for the accuracy of any Billing Statement and any billing dispute must be addressed to the Biller directly. Not all Billers are available at each Agent location and available Billers are subject to change at any time. Our participating Agents have access to the names of the available Billers in each state. Some Billers do not accept partial bill payments and/or overdue payments. Some Billers will reject over payments; others will credit the additional amount.

5.6 Transaction Amount. Senders must pay for each Transaction in cash at a participating Agent, 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 DBP (a “Payment Instrument”) including, for example, your credit card, debit card or bank account. Not all Payment Instruments are

available to Senders 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.

5.7 Service Fee. IDT will charge the Sender a Service Fee for each Transaction. The amount of the Service Fee varies by Agent and type of delivery (Expedited vs. Non-Expedited). Each Agent can tell you the Service Fee for a particular Transaction. The Service Fee will be collected by the Agent at the time of the Transaction. IDT reserves the right to change the Service Fee or add other fees at any time without prior notice. You agree that by making a DBP Transaction following a change in the fees, you accept such changes. You should ask the Agent for current fee amount.

5.8 Information and Documentation. In order to initiate and process a Transaction we require at a minimum the following information: (a) the Sender's full name, telephone number and address, (b) the Biller's name and address, (c) the Beneficiary's account number with the Biller, and (d) payment instructions. In addition, pursuant to applicable law and IDT's policies, certain Transactions require the Sender to provide other information, including without limitation, personal information (such as address, social security number, occupation, Sender's employer and date of birth), identification documentation (such as a driver's license or other verified photo ID) and documents evidencing source of Sender's funds (such as copy of Sender's bank statement). Certain Transactions may also require completion of certain governmental forms as required by applicable law or IDT's policies, or require Beneficiary verification. IDT reserves the right to request additional information and/or documents from the Sender regardless of the Transaction Amount. IDT, in its sole discretion, may reject any proposed Transaction for any reason. IDT, its Agents and Service 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. Transactions may also be placed on hold due to other reasons such as communication errors. A Transaction will not be processed or submitted to a Biller unless IDT has obtained all necessary and required information. Each Sender affirms that his/her Beneficiary has authorized the Sender to access the Beneficiary's account information and to permit IDT to collect and verify information about the Beneficiary. Sender represents that all personal information provided to us concerning Sender and the Beneficiary shall be accurate, current and complete in all respects. By providing us with the above information, Sender gives 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.

5.9 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.

5.10 Expedited and Non-Expedited Transactions. Expedited Transactions with all required information received by the Biller's cutoff time Monday through Friday will be processed and submitted that business day (or the next business day for transactions received after the cutoff time or on weekends/holidays). Non-Expedited Transactions with all required information received by 7:00 PM EST Monday through Friday will be processed and submitted the next business day (or the 2<sup>nd</sup> business day for transactions received after 7PM or on weekends/holidays). Business days exclude weekends, holidays and other days banks are legally closed. Actual posting times vary by Biller.

5.11 Delivery of Payout Amount. IDT is not responsible for the loss, theft or unauthorized use of the Payout Amount once it has been delivered to or deposited with the applicable Service Processor or posted by the applicable Biller, whichever occurs first. The Payout 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 the Service is largely dependent on many factors outside our control. Neither IDT nor its Agents 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:

- you have not provided us with all necessary information required to process the Transaction;
- your Payment Instrument does not contain sufficient funds to complete the Transaction or the Transaction would exceed the credit limit or overdraft protection of your Payment Instrument;
- any of the circumstances listed in Section 5.4 of this User Agreement;
- if a Biller that allows split-payment functionality (in which the Payout Amount may be split and allocated in various ways that such Biller may offer) does not split and/or allocate the Payout Amount in accordance with your instructions; or
- 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.

5.12 Posting. Processing and posting times vary by Biller and Service Processor. While we expect that each Payout Amount will be processed and posted within the time frames listed in Section 5.10, we are not responsible for the Biller correctly and timely posting the Payout Amount. The Biller may not post a Payout Amount for various reasons including, but not limited to, incorrect information supplied by the Sender or Beneficiary, the Biller is unable to locate the Beneficiary's account or the account is paid in full.

5.13 Notices to You. 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 DBP related purposes, including Transaction status calls or messages. Standard message and data rates may apply. Each Sender grants us permission to contact the applicable Beneficiary for Transaction related purposes.

5.14 Cancellation. Generally, the Sender can cancel a Transaction within thirty minutes after the Transaction was submitted to an Agent and receive a full refund provided that the funds have not been posted, delivered or deposited with the applicable Service Processor or Biller. After that twenty minute window, Expedited Transactions are not cancellable but Non-Expedited Transactions may be cancelled by the Sender until 7:00 PM EST on the day we receive the Transaction (again provided that the funds have not been posted, delivered or deposited with the applicable Service Processor or Biller). In order to cancel a Transaction, the Sender must contact the Agent where he/she initiated the Transaction and bring the receipt as a proof of purchase. When you return to the Agent, you must provide them with information to help them identify the Transaction you wish to cancel, including the Transaction Amount, name of Biller and name of Beneficiary. If you used a Payment Instrument to pay for a Transaction, then IDT will make every effort not to debit your Payment Instrument after it has received your request for cancellation.



However, in some cases, IDT may have initiated an irreversible request for funds from your financial institution prior to receiving your request for cancellation. In such cases, your Payment Instrument may be debited even if you have cancelled your Transaction, but IDT will refund your money usually within four business days after IDT has received the funds from your financial institution. Refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in U.S. Dollars.

5.15 Reversing a Transaction. We may or may not be able to reverse a Transaction that has already been processed. If you think there has been an error or problem with your Transaction you have a right to dispute that Transaction. You should:

- Go to the Agent where the Transaction was submitted and confirm the Transaction information;
- Ask that Agent to attempt to reverse the Transaction;
- If the Agent is unable to assist you, you may contact us by phone at 1-800-319-1590, by mail at IDT Payment Services, Inc., 520 Broad Street, Newark, 07102 or by email at [billpaymentsupport@idt.net](mailto:billpaymentsupport@idt.net);

You must contact us within 30 days of the Transaction date. When you contact us, please tell us:

- your name and address or telephone number;
- why you believe that there is an error or problem with the Transaction;
- the name and address of the Biller;
- the name of the Beneficiary and the Beneficiary's account number with the Biller;
- the dollar amount of the Transaction; and
- the confirmation code or number of the Transaction.

We will determine whether an error occurred within 30 days after you contact us and we will attempt to correct any error promptly. We will tell you the results after completing our investigation. If we committed an error we will give you a full refund. If no error is found or if the error was committed by you and the Transaction is reversed, then you may be charged a fee for reversing the Transaction.

5.16 State Notices. Notices required by various state regulatory authorities are contained in Exhibit A to this User Agreement. These notices may contain additional rights for users of DBP.

5.17 Customer Service. To contact IDT's customer service dial 1-800-319-1590.

5.18 Delays. Your Transaction may be delayed or cancelled at any time prior to the Biller's receipt of the Payout Amount without prior notice. We may delay or cancel your Transaction for reasons that include, but are not limited to: identity verification; validation of your Transaction instructions and Payment Instruments; fraud and anti-money laundering compliance review; contacting and locating you, your Beneficiary, the Biller; and, to comply with applicable law.

5.19 Service Processors. IDT has contracted with one or more Service Processors to pay funds to Billers. IDT is not responsible for the actions of the Service Processors.

5.20 Restricted Activities and Unauthorized Transactions. Users of DBP agree not to:

- a) breach this User Agreement or applicable law;
- b) use DBP for any unlawful, abusive or fraudulent purpose;
- c) provide false, inaccurate, or misleading information;
- d) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- e) share Transaction information with anyone except your Beneficiary;
- f) use DBP for any activity that involves sexually-oriented materials or services; gambling activities; fraud; money-laundering; funding terrorist organizations; purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances; or sending money for a Beneficiary that has violated this User Agreement; or
- g) use DBP in any manner that could damage IDT's business, reputation or employees.

5.21 Collection of Information. To help the U.S. government fight the funding of terrorism and money laundering activities, U.S. law requires that we obtain, verify, and record information about you. We may require that you provide us with nonpublic, personal, identifying information about you and/or your Beneficiary. We may also lawfully obtain information about you from other sources without your knowledge. We may provide information about you and your Transactions to government authorities and enforcement agencies, as described in our Privacy Statement. In addition, if you use DBP for illegal activity we reserve the right to report you to the appropriate law enforcement authorities. 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 Beneficiary's information.

5.22 Security. DBP is a safe and convenient way to send money and pay bills for family members and other people that you trust. However, scams and fraudsters are abundant and we urge you not to send money to, or make bill payments for, anyone that you do not know personally. In particular, you should 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 DBP inappropriately, please contact us.

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

6.1 Use of Services. IDT grants you a non-exclusive, non-transferable right to use the Services subject to your compliance with this User Agreement. In exchange for your payment, we will provide you a right of use a Service 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 use 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 or liability. We may also impose limits on the use of or access to any Service without notice or liability.

6.2 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.

6.3 Prohibited Uses. You expressly agree to use the Services and the Website 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 other 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.

6.4 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.

6.5 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.

6.6 Termination 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.

6.7 Indemnification. You agree to indemnify, release and hold IDT harmless from any and all liabilities, losses, damages or claims of any kind resulting from or arising out of your (a) use of the Services, Website, App and Content other than as a result of our gross negligence, (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. **New Jersey consumers and prospective consumers: this section is unenforceable or inapplicable 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.

6.8 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. **New Jersey consumers and prospective consumers: this section is unenforceable or inapplicable 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.

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.

6.9 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;
- immediately if required due to a change in any applicable law or by any of IDT's partners; or
- on 30 days' notice.

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.

## 7. Website Terms of Use

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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

7.7 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.

7.8 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.

7.9 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.

## **8. General Provisions**

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

8.2 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 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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

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

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 Disputes; Arbitration. Both you and IDT agree to waive our rights to sue in court and have disputes resolved in court by a judge or jury. Instead, each party agrees to first contact the other party with any dispute and to provide a written description of the problem and any proposed resolutions. If we can't resolve the dispute, then either party can submit the dispute to arbitration. You and IDT agree to resolve disputes by arbitration, including any dispute as to the interpretation or application of this Section. Arbitration is a means of having an independent third party resolve a dispute. The rules of arbitration are different than the rules of a court. In an arbitration there is no judge or jury, but the arbitrator can award the same damages and relief and must honor the same limitations stated in this User Agreement as a court would. The term dispute shall mean any claim or controversy of any nature arising out of or in any way related to this User Agreement, the Website, the App and/or the Service, including but not limited to federal or state contract, tort, statutory, regulatory, common law and equitable claims. Either you or IDT can request at any time that a dispute be submitted to arbitration. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Consumer Arbitration Rules, as such rules are modified by this User Agreement. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. You may choose to have the arbitration conducted by telephone, based solely on written submissions, or in person in Newark, New Jersey, Los Angeles, California or any other mutually agreed location. IDT shall pay all of the AAA filing, administration and arbitrator fees up to \$25,000. Thereafter, IDT and you will divide equally all such fees and expenses of the arbitration. IDT shall not pay your travel expenses or your costs in preparing and presenting your case, including your legal fees. The decision of the arbitrator shall be final and may be entered and enforced in any court of competent jurisdiction. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You agree to waive your right to consolidate your dispute with the disputes or claims of other consumers or customers. You agree to waive your right to bring a dispute as a class action or as a private attorney general, and you agree to waive your right to act as a class representative or participate as a member of a class of claimants with respect to any dispute. Notwithstanding the foregoing, we both agree that you or we may bring suit in court to enjoin infringement or other misuse of

intellectual property rights. **You can opt out of the provisions of this Section by sending a letter via overnight mail to IDT Domestic Telecom, 520 Broad Street, Newark, New Jersey 07102, Attn: Boss Revolution Legal Department, indicating your desire to opt out of this Section.** If for any reason a dispute proceeds in court rather than in arbitration we each waive any right to a jury trial.

8.14 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 prior 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.

8.15 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.

8.16 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.

8.16 Last Updated. This User Agreement was last updated on March 30, 2017.

## Exhibit A

### State Notices

**Alaska.** If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with IDT, you may contact the Alaska Department of Commerce, Community and Economic Development, Division of Banking and Securities at (888) 925-2521, or by mail at 150 3<sup>rd</sup> Street, Suite 217, Juneau, AK 99801, or at the following website <http://www.dced.state.ak.us/bsc/home.htm>.

**California.** The following applies only to Transactions that are submitted by Senders in California. **RIGHT TO REFUND:** You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if IDT does not forward the funds received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of funds to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the funds shall be forwarded or transmitted are not complied with and the funds have not yet been forwarded or transmitted you have a right to a refund. If you want a refund, you must mail or deliver your written request to IDT, Attn: Customer Service, 520 Broad Street, Newark, NJ 07102. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.

**California.** If you have complaints with respect to any aspect of the money transmission activities conducted by IDT, you may contact the California Department of Business Oversight at its toll-free telephone number, 1-800-622-0620, by email at [consumer.services@dbo.ca.gov](mailto:consumer.services@dbo.ca.gov), or by mail at Department of Business Oversight, Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814.

**Colorado.** Entities other than FDIC-insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 12, Article 52, Colorado Revised Statutes. If there are questions or concerns regarding a transaction with a licensee, please contact the Colorado Division of Banking at 303-894-7575 or by mail at Colorado Division of Banking, 1560 Broadway, Suite 975, Denver, CO 80202. Consumer complaints should be in writing, providing as much detail as possible. Please include the following information:

1. The name of the institution and the name of any person(s) at the institution with whom the complainant has had contact. Include telephone number(s) and addresses.
2. A complete description of the complaint and any efforts that have been made to resolve the complaint directly with the institution.
3. Copies of any available documentation supporting the complaint and efforts toward resolution.
4. Any suggestions regarding a preferred resolution of the complaint.

**Illinois.** If you suspect any violation of the Illinois Transmitters of Money Act, please contact the Illinois Department of Financial and Professional Regulation at 1-(888)-473-4858.

**Maryland.** The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints regarding IDT Payment Services, Inc., (License number 12-9196) at: Commissioner of Financial Regulation, 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, toll-free telephone number: 1-888-784-0134.

**Massachusetts.** If you are a resident of Massachusetts and you have an unresolved complaint, you may contact the Consumer Assistance Section of the Massachusetts Division of Banks at (800) 495-2265 ext. 501 (outside of Massachusetts, call (617) 956-1500 ext. 501), or by sending a written complaint to the Division of Banks, 1 South Station, Boston, Massachusetts 02110.

**Minnesota.** You may contact us by email at [billpaymentsupport@idt.net](mailto:billpaymentsupport@idt.net) to voluntarily disqualify yourself from sending or receiving Transactions with IDT ("Disqualified IDT User"). All requests will expire one year from the date of request, unless requested for longer, or until you terminate the request in writing. IDT may automatically

inform the Minnesota Department of Commerce Financial Institutions Division to include such individual on Minnesota's "No Transmit List." The Financial Institutions Division may from time to time provide the "No Transmit List" to IDT and any individuals on such list shall automatically be a Disqualified IDT User. Please see Minn. Stat. 53B.27, subd. 3 for more information on the "No Transmit List."

**New Hampshire.** The following applies only to Transactions that are submitted by Senders in New Hampshire. Senders are entitled to a refund of the Transaction Amount and Transaction Fee if their Transaction is not paid out according to the information they provide about their Recipient, unless the Transaction is in violation of applicable law or these terms. In the case of any such refund, the Transaction will also be cancelled.

**New Jersey.** If you have a complaint, first contact the consumer assistance division of IDT at 1-800-618-3172. If you still have an unresolved complaint regarding IDT's money transfers and/or any related products or services, please direct your complaint to: State of New Jersey Department of Banking & Insurance, 20 West State Street, Trenton, NJ 08625, Toll free number 800-446-7467 or Website <http://www.state.nj.us/dobi/index.html>.

**Texas.** If you have a complaint, first contact IDT Customer Service at 1-800-618-3172. If you are a Texas resident and you still have an unresolved complaint regarding IDT's money transmission activity, please direct your complaint to the Texas Department of Banking: in person or US Mail at Texas Department of Banking, 2601 North Lamar Boulevard, Austin, TX 78705; by telephone at 1-877-276-5554 (toll free); by fax at 1-512-475-1313; by email to [consumer.complaints@dob.texas.gov](mailto:consumer.complaints@dob.texas.gov); or at [www.dob.texas.gov](http://www.dob.texas.gov).

**Washington.** The following applies only to Transactions that are submitted by Senders in the State of Washington. You, the customer, are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless any of the following occurs:

1. The monies have been transmitted and delivered to the recipient prior to receipt of the written request for a refund;
2. Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request for a refund;
3. IDT, or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or
4. IDT is otherwise barred by law from making a refund.

If you have a complaint, first contact the consumer assistance division of IDT at 1-800-618-3172, if you still have an unresolved complaint regarding the company's money transfers and/or any related products or services, please direct your complaint to: State of Washington Department of Financial Institutions, 150 Israel RD SW, Tumwater, WA 98501, Toll free number 877-746-4334 or Website: <http://dfi.wa.gov/default.htm>.