

## Terms of Use for Telecommunication Products and Services

### 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 provide our U.S. consumers with the following telecommunication products and services (collectively, the “Services”):

- IDT’s prepaid, pin-less, telecommunication service which enables consumers to make U.S. domestic and international calls (“BR Pinless”); and
- IDT’s Call Me service which allows U.S. consumers to obtain a dedicated virtual local telephone number in other countries and have calls made to that local number automatically forwarded to a U.S. phone number (“Call Me”).

BR Pinless can 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”). If you have any questions about the User Agreement, you should consult your own lawyer before you purchase or use the Services, the Website or the App.

**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 6.9 and 8.13 BELOW.**

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

- our Reasonable Use Policy, which can be found at [www.bossrevolution.com/terms](http://www.bossrevolution.com/terms);
- 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 may 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 may 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 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 Policy, which can be found at [www.bossrevolution.com/privacy](http://www.bossrevolution.com/privacy).

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

The telecommunication services underlying BR Pinless are provided by our affiliate IDT Telecom, Inc. IDT does not provide the international telecommunication services underlying Call Me. The Website and IVR are operated by our affiliate IDT Global Limited.

### **4. BR Pinless Service**

4.1 Opening a BR Pinless Account. To purchase and use BR Pinless you must create and fund a BR Pinless Account ("Pinless Account"). A Pinless Account can also be created with promotional balance. A Pinless Account means a 10 digit unique account number corresponding to your mobile or landline phone number, or such other number provided by IDT (each an "ANI"), which must be funded by you to purchase and use BR Pinless. You can open a Pinless Account on the Website, through the App or at authorized retail locations. All requests to open or fund a Pinless Account are subject to acceptance by IDT. If you successfully open a Pinless Account, we will send you a confirmation message with your security code ("Security Code") and other important instructions. The confirmation message will be sent either by SMS to the phone number you requested IDT to register or delivered by our automated IVR which will automatically dial that phone number. You must at all times keep your Security Code confidential and secure, and you must tell us immediately if your security code is disclosed to any unauthorized person. We may disclose any information in connection with your Pinless Account to anyone who correctly quotes your Security Code, web password or security question.

4.2 Using BR Pinless. You can use BR Pinless either on a pay-as-you-go basis or by purchasing one of our unlimited plans.

A. Pay As You Go. You can use BR Pinless on a pay-as-you-go basis with your Pinless Account. All of the terms and conditions in this Article 4 relating to BR Pinless apply to your use of BR Pinless on this basis, except for terms and conditions expressly related to the BR Pinless unlimited plans. Using BR Pinless on a pay-as-you-go basis gives you a limited right of use to BR Pinless for a period of one year from your last usage or recharge, except as provided by applicable law. Any amounts allocated to your Pinless Account may be applied only toward the use of BR Pinless and are not redeemable for cash. IDT may offer one or more pay as you go plans that may offer lower rates to certain countries ("Paygo Plans"). You can call any destination serviced by BR Pinless with a Paygo Plan. IDT may discontinue or change the discounted countries in a Paygo Plan at any time.

B. Unlimited Plans. You can use BR Pinless by purchasing one of our unlimited plans (each a "Plan"). Each Plan allows the consumer to pay a flat fee to use BR Pinless and place

an unlimited number of calls to any destination included in the Plan during the Plan time period. Consumers can purchase a 24 hour, 7 day or 30 day Plan (as available). Each purchased Plan starts at the time the purchase is recorded by IDT and ends at the same hour either 24 hours, 7 days or 30 days later (as applicable). Each initial purchase and renewal of a Plan requires payment of the Plan's fee plus any applicable taxes and charges.

Plans are only available to consumers who have created a Pinless Account and can't be shared by multiple users. Toll free access is not available with a Plan.

Each Plan includes one or more calling destinations. Available destinations may include whole countries or only certain areas or cities within countries, and may also be limited by carrier and/or type of phone (landline or mobile) in the destination. IDT reserves the right to add or remove a destination, carrier or phone type from a Plan at any time. Consumers who call a removed destination and have auto-renewal will receive notice that the destination is no longer included in the Plan and will have their auto-renewal setting shut off. See the Website or ask an authorized retailer for a complete list of in-Plan destinations.

IDT reserves the right to add or discontinue a Plan at any time. A consumer's ability to use a discontinued Plan will expire on the customer's nearest expiration date. Renewal and auto-renew are not available for discontinued Plans or Plans where the available destinations have changed.

Plans must be purchased individually and separately by the consumer and the consumer may not use the balance in his/her pay-as-you-go Pinless Account to fund the purchase or renewal of any Plan. Available methods of funding a Plan include cash, credit card and ACH (if and when available). Auto-renewal is available for 7-day and 30-day Plans. Charges for auto-renewal will be made 24-48 hours prior to expiration of the Plan.

A Plan's fee covers only calls to in-Plan destinations, carriers or phone types. Any call to a destination, carrier or phone type not included in the Plan, or calls made by other telephone numbers registered to your Pinless Account, will be funded from the consumer's pay-as-you-go Pinless Account. If your Pinless Account does not have sufficient balance, then a call to a destination, carrier or phone type not included in the Plan will be blocked.

Plan fees are refundable up to three days after purchase if there was no usage. Plan fees for unused Plans that are renewed are not refundable.

A consumer's use of BR Pinless with a Plan is subject to IDT's Reasonable Use Policy. IDT reserves the right to not sell a Plan, or to not renew a Plan, to a consumer who is abusing the Plan or using it in a way that overburdens IDT's network or that could damage IDT's business. These terms and conditions in this Article 4 relating to BR Pinless apply to your use of BR Pinless with a Plan, except as set forth herein.

#### 4.3 Funding Your Pinless Account or Another Account; Purchasing a Plan.

A. Pay As You Go. You can add funds to your Pinless Account by (1) purchasing a top-up card (voucher) at authorized Boss Revolution retailers, (2) providing cash at an authorized Boss Revolution retailer, or (3) recharging via the Website, IVR or in the App. Your ANI will be automatically recognized by IDT's systems. Funding your Pinless Account on a pay-as-you-go basis gives you a limited right of use to BR Pinless for a period of one year from your last usage

or recharge, except as provided by applicable law. Amounts deposited into your Pinless Account have no cash value and may not be refunded.

B. Unlimited Plans. You can purchase a Plan at participating Boss Revolution retailers and on the Website. Each initial purchase and renewal of a Plan requires payment of the Plan's fee plus any applicable taxes and charges. Plans must be purchased individually and separately by the consumer and the consumer may not use the balance in his/her pay-as-you-go Pinless Account to fund the purchase or renewal of any Plan. Each purchased Plan allows you to use BR Pinless and place an unlimited number of calls to any destination included in the Plan during the Plan time period.

C. Funding Another Pinless Account with Boss Share. The Boss Share service ("Boss Share") allows users of the App (version 3.1 or higher) to transfer some or all of their Pinless Account balance to another user's Pinless Account, including a Pinless Account of a person residing outside the United States, provided that the recipient has the App (version 3.0 or higher). When available, you can also fund another user's Pinless Account using cash at an authorized Boss Revolution retailer. Some exclusions apply to Boss Share based upon the recipient's country and/or Plan/Paygo Plan - see the Website for details. IDT does not charge any fees to use Boss Share. All top up amounts are denominated in U.S. dollars (USD\$).

#### 4.4 Payments.

A. Pay As You Go. Acceptable forms of payment for BR Pinless include credit card, debit card, cash (in store), top-up card voucher and any other form of payment IDT may authorize in the future. Payments are either made manually by you or through the automatic recharge function activated by you. The automatic recharge function means that when your Pinless Account balance is below a certain level, your Pinless Account will be automatically recharged using your debit or credit card on file (or ACH, if and when available) with a certain pre-selected amount determined by you. When you fund your Pinless Account by credit or debit card sometimes only part of the value requested will be available for your immediate use. In such cases, the remaining balance of any such funds will only be available for you to use once your payment details are authenticated and payment is actually taken. Upon receipt all payments become the property of IDT and you have a corresponding limited right of use to BR Pinless for a period of one year from your last usage or recharge.

B. Unlimited Plans. Available methods of funding a Plan include cash, credit card and ACH (if and when available). Payments are either made manually by you or through the automatic recharge function activated by you. Auto-renewal is available for 7-day and 30-day Plans. The automatic recharge function means that when your Plan expires, you will be automatically charged the Plan fee for a new term of your Plan (if the Plan is available) using your authorized payment vehicle. Charges for auto-renewal will be made 24-48 hours prior to expiration of the Plan. Upon receipt all payments become the property of IDT and you have a corresponding limited right of use to BR Pinless for the applicable Plan time period.

C. Credit Card Payments. All credit card payments and recharges for BR Pinless made through the Website or our IVR are processed by our affiliate IDT Global Processing Services Inc. on behalf of IDT Global Limited. All credit card payments and recharges for BR Pinless made at designated retailers or other third parties are processed by our affiliate Union Telecard Alliance, LLC.

D. General. 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 use of the Service. All payments must be made in U.S. dollars.

#### 4.5 Charges.

A. Pay As You Go. The charges for any specific call placed with BR Pinless, including calls to Directory Assistance and toll free numbers, consist of a per minute rate to the destination called plus any applicable taxes and charges. The Website contains the per minute rates and other charges for using BR Pinless, including any Paygo Plan. The rate per minute for calls made from 800 access are billed an additional 1.5 cents per minute. An additional \$1 is added to the first minute rate for each call from a payphone. Call duration is based on one minute rounding and fractions of minutes will be rounded up to the next minute. The total cost of each call is rounded to the next full cent. The charges incurred will be automatically deducted from the balance in your Pinless Account.

B. Unlimited Plans. Each initial purchase and renewal of a Plan requires payment of the Plan's fee plus any applicable taxes and charges. The Website contains the Plan fee for each Plan. A Plan's fee covers only calls to in-Plan destinations, carriers or phone types. Any call to a destination, carrier or phone type not included in the Plan, or calls made by other telephone numbers registered to your Pinless Account, will be funded from the consumer's pay-as-you-go Pinless Account. If your Pinless Account does not have sufficient balance, then a call to a destination, carrier or phone type not included in the Plan will be blocked.

C. General. All charges, including the per minute rate and Plan fee, are shown and billed in U.S. dollars. You may contact IDT's Customer Service Representatives at 1-800-676-8312 if you have any questions about BR Pinless, including the U.S. domestic or international long distance rates associated with BR Pinless. You agree that by continuing to use BR Pinless following a change in the rates or charges, you accept such adjustments. IDT may change the per minute rates and other charges (or add additional charges) associated with BR Pinless at any time without prior notice, and such changes will be effective from the time they are posted to the Website. Advertised minutes and rates are based on a single, non-payphone call from the U.S. using non toll-free access.

4.6 Cell Phone Use. When dialing an access number for BR Pinless from a cell phone, DO NOT PRESS "SEND" again after entering your destination number as this might result in additional charges from your wireless provider. Rather, you should wait for BR Pinless to commence automatically after dialing the destination number. When using BR Pinless with the App make sure that you are in the App before commencing your call or you may be charged by your mobile carrier. IDT is not responsible for any costs incurred by you if you incorrectly use BR Pinless, including without limitation cell phone provider charges.

4.7 Account Limitations. IDT may, in its sole discretion, limit the number of Pinless Accounts you can open and/or maintain at one time, or over a certain period of time. We reserve the right to reject your attempt to open a Pinless Account and reserve the right to close any Pinless Account (with a corresponding refund) if the number of your accounts exceeds any limit which we impose. You may add up to ten additional phone numbers to your ANI. IDT may also limit the amount of balance you can add to a Pinless Account on any day and any transaction that exceeds that limit will be canceled.

#### 4.8 Refunds.

A. Pay As You Go. You have no right to a refund for amounts added to your Pinless Account or for any unused balance. Amounts added to your Pinless Account and any unused balance have no cash value.

B. Unlimited Plans. Plan fees are refundable up to three days after purchase if there was no usage. Plan fees for unused Plans that are renewed are not refundable. All requests for refunds must be submitted through Customer Service.

4.9 Credits for Interruptions. If an interruption or failure of BR Pinless is caused solely by us and not by you or by a third party or by other causes beyond our reasonable control, you may be entitled to a credit to be applied to your Pinless Account balance to be used on a pay-as-you-go basis. To request a credit, you must contact Customer Service by phone, in writing or email to support@bossrevolution.com. IDT reserves the right to refuse a credit request if it reasonably believes (a) that you are trying to unfairly exploit this credit policy, (b) you have breached this User Agreement or (iii) that you are using BR Pinless fraudulently or that your Pinless Account is being used fraudulently by a third party. Credits will not be provided in cash.

4.10 Roaming Charges. You may also have to pay additional roaming charges to your mobile carrier if you connect to BR Pinless while you are in a location where your mobile carrier does not have its own facilities (and your call roams on a third party's facilities) and/or a country that is not the country associated with your mobile carrier account. Roaming charges are charged in addition to any IDT charges you may incur when connecting to or using BR Pinless from another country.

4.11 Accounting Errors. If you believe that IDT has charged you in error, you must submit a written request for a refund by contacting Customer Service by mail or email to support@bossrevolution.com within 90 days after the date the error first appears in your Pinless Account or within 120 days after the error occurred, whichever is the earlier. No refunds will be given for any charges beyond these time limits.

4.12 Promotional Offers. From time to time, IDT may offer BR Pinless for free for a trial period or offer other promotions related to BR Pinless. IDT reserves the right to restrict these promotional offers to certain users, or place other restrictions or conditions on such offers. IDT also reserves the right to stop any promotional offer or to prohibit a user from continuing to use BR Pinless if IDT determines that a user is abusing the terms of the offers. IDT reserves the right to expire and remove any promotional balance from Pinless Accounts with no usage for one year or more.

4.13 No Emergency Calls. BR Pinless does not and is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any type of emergency services of any kind and IDT is not liable in any manner for such calls.

4.14 No SMS, MMS or FAX Messages. BR Pinless does not include the ability to send messages via SMS, MMS or FAX.

4.15 Termination of Right of Use.

A. Pay As You Go. Your right of use in your Pinless Account and to BR Pinless will terminate one year from your last usage or recharge, except as provided by applicable law.

B. Unlimited Plans. Your use of a Plan expires at the end of the applicable use period. Each purchased Plan starts at the time the purchase is recorded by IDT and ends at the same hour either 24 hours, 7 days or 30 days later (as applicable). IDT reserves the right to add or

discontinue a Plan at any time. A consumer's ability to use a discontinued Plan will expire on the customer's nearest expiration date. Renewal and auto-renew are not available for discontinued Plans or Plans where the available destinations have changed. Your right of use in your Plan and to BR Pinless will terminate at the end of your Plan's time period.

C. General. IDT reserves the right to extend or grant additional rights of use to BR Pinless in its sole discretion.

4.16 App-to-App Calls and Messaging. The App-to-App messaging Service ("App-to-App"), if and when available, allows users of the App to make free calls or send free messages to other users of the App. In order to use App-to-App both parties must have the latest version of the App (3.0 or higher) and communicate via either a data or WiFi connection. IDT does not charge for any call made or message sent using App-to-App. We will not be liable for any charges payable to your mobile provider or any third party arising from your use of App-to-App. Your use of App-to-App is subject to our Reasonable Use Policy.

## 5. Call Me Service

5.1 General. Call Me is a service provided by IDT that allows U.S. consumers to obtain a dedicated virtual local phone number (a "DVL Number") in certain countries and have calls made to that DVL Number automatically forwarded to a U.S. phone number. You can purchase Call Me on the Website or at designated retail locations that sell Call Me. Call Me allows for unlimited inbound calls to the forwarding U.S. phone number, subject to the terms of this User Agreement, including the Reasonable Use Policy. Call Me is valid only for receiving calls in the United States and its territories. Call Me and its associated funds may not be used for outbound calls and must be used for residential personal use only.

5.2 Using Call Me Service; Expiration. The Call Me service is provided for 30 day periods from payment of the purchase fee. Each Call Me DVL Number must be renewed every 30 days at authorized Boss Revolution retailers or via the Website for continued service. If the Call Me service is not properly renewed, then the same DVL Number is not guaranteed unless you reactivate your Call Me service within 14 days of expiration. A consumer's use of Call Me is subject to IDT's Reasonable Use Policy.

5.3 Funding. You can purchase Call Me at participating Boss Revolution retailers and on the Website. Each initial purchase and renewal of a DVL Number requires payment of the purchase fee plus any applicable taxes and charges. Acceptable forms of payment include credit card, debit card, cash (in store) and any other form of payment IDT may authorize in the future. Auto-renewal is available for Call Me if you have a credit card on file so that when your current 30 day period expires, you will be automatically charged the purchase fee for a new 30 day term. 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 use of the Service. All payments must be made in U.S. dollars.

5.4 Charges. Each initial purchase and renewal of a DVL Number requires payment of the purchase fee plus any applicable taxes and charges. The purchase fee varies by the country in which the DVL number is obtained. The Website contains the purchase fee for each available country. All charges are shown and billed in U.S. dollars. IDT may change the purchase fee (or add additional charges) associated with Call Me at any time without prior notice, and such changes will be posted to the Website and applicable to your next renewal of Call Me. You agree that by continuing to use Call Me following a change in the charges, you accept such adjustments.

5.5 Changing US Forwarding Number. You can change your U.S. forwarding number three times each month, except in the first month of service where you can only change it two times.

5.6 DVL Numbers. DVL Numbers are subject to availability and offered in certain countries only. If you purchase Call Me at a participating authorized retailer, then your DVL Number will be printed on your receipt and will also be sent to you by SMS. If you purchase Call Me on the Website, then your DVL Number will be sent to you by SMS and be displayed in your account center.

5.7 Refunds/Credits. Call Me is non-refundable and there are no credits for partial months or for service interruptions or failures.

5.8 Third Party Telecommunications. The international telecommunication services for Call Me are provided by third party carriers not affiliated with IDT. The terms of use, charges, fees, taxes, credits and expiration policies for such telecommunication services, including the call to a DVL Number, are established and provided by 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 Call Me.

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

6.1 Use of Services. IDT grants you a limited, non-exclusive, non-transferable right of use to the Services subject to your compliance with this User Agreement. In exchange for your payment, IDT will provide you a right of use to the applicable 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 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. Your use of the Services is subject to IDT's Reasonable Use Policy.

6.2 Your Device. You are responsible for all actions that take place as a result of access to or use of any Service and your Pinless Account whether the access was made by you or by a third party using the Service, your Pinless Account, or your mobile or landline phone (your "Device"). If your Device is stolen or if you become aware of unauthorized use of any Service you must notify us immediately to suspend the Service. You are responsible for all usage of the Services and charges until the Service is suspended. You are responsible for preventing the unauthorized use of your Service, and you are responsible for any reduction in value of your Pinless Account arising out of either authorized or unauthorized use.

6.3 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, this User Agreement or IDT's Reasonable Use Policy;
- 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 or the telecommunication services underlying the Services or any IDT product associated with the Services, 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, Content or the telecommunication services underlying the Services 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 does not warrant any quality of calls made through the Services. IDT may choose not to provide Services to countries or calling areas at its sole discretion. The Services do not include the connection from your Device or network to our network. 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.

Since the Services will be transmitted through public Internet lines and the public switched telephone network, you acknowledge that there may be power outages or Internet service disruptions and you may experience some disruptions in the Services (e.g., packet loss and delay). Additionally, you also understand that calls to or from the public switched telephone network are not encrypted and as such, could be potentially subject to eavesdropping by law enforcement officials or other third parties over the public Internet. 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 Suspension of Service. IDT may immediately suspend, cancel, modify or restrict the Services or your use of the Services and/or your Pinless Account, all without advance notice or liability, if:

- you violate this User Agreement or IDT's Reasonable Use Policy;
- we reasonably believe that you or someone else (through your Member Profile or Pinless Account) is fraudulently or unlawfully using the Services, including fraudulent calling patterns, excessive usage or billing irregularities;
- we reasonably believe that you or someone else (through your Member Profile or Pinless Account) 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 Communication. The content of the communications made using the Services is entirely the responsibility of the person from whom such content originated. You may be exposed to content that is offensive, harmful, indecent or otherwise objectionable. IDT will not be liable for any type of communication spread by means of the Services.

6.8 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 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 this 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.

6.9 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, Content and/or the telecommunication services underlying the Services, 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 telecommunication services underlying 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 this 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.

6.10 **Termination.** You may terminate your relationship with IDT at any time by ceasing to use the Services, Website and App and cancelling any recurring payments. IDT may terminate its relationship with you, or may terminate or suspend your use of the Services, Website, App and/or your Pinless Account at any time if:

- if you violate this User Agreement or IDT's Acceptable Use Policy;
- if we reasonably suspect that you are using the Services, Website, App, or your Pinless Account 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 or that your Pinless Account is being used fraudulently by a third party;
- 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, App and Pinless Account shall immediately terminate; and (ii) you will immediately cease any and all use of the Services, Website, App and your Pinless Account. 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 the 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 thirteen 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 the 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 not 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, 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.

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, you and IDT agree to resolve all 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 Services, 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 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 April 13, 2017.