

**Terms of Use for Boss Wireless**  
(effective as of August 2, 2022)

**1. Introduction**

Welcome to Boss Wireless 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 mobile telephone service, including voice calling, messaging and data (collectively, the “Service”). The Service 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 Service, as well as your use of the Boss Wireless website [www.bosswireless.com](http://www.bosswireless.com) (the “Website”). By purchasing, using or activating the Service or accessing the Website or the Service through the App you acknowledge and agree that you have read, understood and have agreed to be bound by these terms of use (the “User Agreement”). If you have any questions about the User Agreement, you should consult your own lawyer before you purchase, activate or use the Service.

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

- our Privacy Policy, which can be found at <https://www.bosswireless.com/en-us/BR-Privacy-Policy-v6.pdf>
- 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 Service through the App;
- any other terms and conditions for the Service that are posted on the Website or in the App, including any location rate or fee for the Service; and
- any disclosures, limitations or other information provided with, or printed on, any materials associated with the Service.

**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 7.13 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 the 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 the Service or access the Website or the 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 the Service, then the terms of this User Agreement will control.

This User Agreement governs your purchase and use of the Service whether you purchased the

Service at a retailer location, online at the Website or through the App.

## **2. Personal Information and Privacy**

2.1 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 payment information. IDT reserves the right to suspend or terminate your Services if any information provided to us proves to be inaccurate, not current or incomplete.

2.2. Information You Provide. You must provide your name, email address, zip code and phone number to us to use the Service. If you are porting in your phone number from another carrier to us, then you may have to provide additional information to verify yourself and your number. From time to time, IDT may request information from you for the purpose of supplying the Service 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.

2.3. Other Information We Collect. We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use the Service, how you interact with others using the Service), 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 Service.

2.4. How We Use Information. By using the 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 the Service. You share your information as you use and communicate through the Service, and we share this information with our affiliates and certain third parties to help us operate, provide, improve, understand, customize, support, and market the Service. 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 the Service.

2.5 Privacy Policy. Any personal data collected shall be subject to the terms of our Privacy Policy, which can be found at. <https://www.bosswireless.com/en-us/BR-Privacy-Policy-v6.pdf>

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

The mobile telecommunication services underlying the Service are provided by our affiliate IDT Telecom, Inc. and the third party mobile carriers we engage. The Service is only offered in the United States.

## **4. Service Terms**

4.1 Your Account. To purchase and use the Service you must create and fund an account.

An account means a 10 digit unique account number corresponding to your mobile phone number. You can open an account on the Website or at authorized Boss Revolution retail locations. All requests to open or fund an account are subject to acceptance by us. You will receive a welcome text message from us when your account is created. We may limit the number of accounts you can open and/or maintain at one time. The credit balance in your account may only be used for the Service, except that if you port your number to another carrier then any remaining balance can be used for Boss Revolution Pinless (see [www.bossrevolution.com](http://www.bossrevolution.com) for the terms).

4.2 Activation. You can activate your device and the Service either at the Website or at one of our authorized retailers. You can (a) activate a new compatible device and receive a new mobile number from us, (b) activate a compatible new device and port in your existing number or (c) you can port in your existing device (if compatible) and number.

4.3 Funding the Service. You use the Service on a prepaid basis. You can add funds your account at an authorized Boss Revolution retailer, on the Website, through our App or IVR, at a Boss Revolution kiosk or by calling customer service. You can pay by cash, credit or debit card, a dedicated Service top-up card or any other form of payment authorized by IDT. Payments are either made manually by you at an authorized Boss Revolution retailer or through the automatic recharge function. You can only use the Service if you have sufficient funds in your account. Amounts deposited into your account have no cash value and are not refundable or transferable to another Boss Wireless account (but can be transferred to a Boss Revolution Pinless account if you port your number to another carrier – see [www.bossrevolution.com](http://www.bossrevolution.com) for terms). Upon receipt by us, any payments become the property of IDT and you have a corresponding limited right to use the Service. 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 you use the Service. All payments must be made in U.S. dollars.

4.4 Coverage. The Service is only available in the areas covered by T-Mobile. Network coverage is not available everywhere. Please review the Coverage map available on our Website, which shows a general representation of wireless coverage. The areas shown are approximate. Even in places where our coverage maps show coverage, conditions both within and outside of our control can affect the quality of the Service. Things like terrain, weather, congestion on the network, the type of device you are using and other factors can impact the quality of the Service you receive. The Service may also be affected by the quality of the device you use. We do not warrant or guarantee that network coverage will be available at any particular time or in a given location. For these reasons we do not warrant or guarantee that the Service will be uninterrupted or error free (in terms of network availability, uptime, quality or coverage) or that the Service will be completely secure against unauthorized interception.

4.5 Devices. Your device must be compatible with the Service and the T-Mobile network. You can purchase devices from our third party vendor by visiting on our Shop page or you can bring your own unlocked device and activate it on the Website or at one of our retailers. Certain exclusions apply. For more information on which devices are supported go to our Shop page. IDT does not manufacture Service-compatible devices. Devices purchased from the Website with Pay Tomorrow or any other financing are non-refundable. We do not make or provide any warranties regarding your device. The only warranties on your device are the ones that come from the manufacturer or refurbisher of the device. We are not responsible for any information on your device, including personal information. If you submit your device to one of our authorized dealers or supporting vendors, then you agree that their employees, contractors and vendors may access any of the information on your device.

4.6 Mobile Phone Number. You shall acquire no proprietary interest in any mobile number assigned by IDT to you for use with the Service, except for any right you may have to port or transfer the number to another carrier. However, your mobile phone number is yours to use as long as the phone

associated with it is active and your account is in good standing. If your balance remains below the current Line Charge amount at the end of the grace period or you decide to leave the Service, we may give the phone number you were using with the Service to someone else without further notice. To avoid this from happening, you should add funds to your account so that it is above the current Line Charge amount (if you want to stay with IDT) or port it to another mobile provider (if you decide to cancel your Service). Please note that local phone numbers (local area codes) may not be available in all areas that the Service is offered.

4.7 Calls and Charges. You can make U.S. domestic and international phone calls with the Service subject to the terms and charges outlined in this User Agreement and on the Website. Calls can only be made from the United States, including its possessions and territories, in areas covered by T-Mobile (see Coverage). Calls are billed in one-minute increments rounded up to the nearest whole minute (except for calls made with App using data, which are billed in six second increments). When you make a call we may deduct an amount from your available account balance and hold it in reserve during your call. As your call continues we will deduct our charges from that reserve amount. If you deplete the reserve amount during your call, we will deduct an additional reserve amount. At the end of your call, we will return any unused amount left in reserve. Completed outgoing calls are billed from the time you press “Call” (or your device’s equivalent call function key) until the time you press “End” (or your device’s equivalent call termination function key). You will be charged for all outgoing calls that connect, even to answering machines, voicemail, or voice transcription services. We will not complete any calls to 1-900, 1-976 or other pay-per-call services. You are not charged for unanswered outgoing calls. When you make a call you will be charged any applicable Airtime or other call charge (see Rates page) plus the per minute rate of the destination location (see Rates page). For incoming calls, including calls that go to your voicemail, you will be billed the Airtime charge from the time you answer the call until the time the call ends. The total cost of each call is rounded to the next full cent.

4.8 Text Messages and Charges. You can send and receive text messages with the Service subject to the terms and charges outlined in this User Agreement and on the Website. Standard message rates for text messages and picture messages apply when a message is sent or received, whether it is viewed or not. Messages which include multimedia (such as video, audio, or images) also count as data usage, based on the size of the file attached to the text message. When you send or receive a text you will be billed a per message charge (see Rates page).

4.9 Data Usage and Charges. You can use data with the Service subject to the terms and charges outlined in this User Agreement and on the Website. When you start a data session we will deduct an amount from your available account balance and hold it in reserve during your session. As your data usage continues we will deduct our standard data rate from that reserve amount. If you deplete the reserve amount during your session, we will deduct an additional reserve amount. At the end of your data session, we will return any unused amount left in reserve. Note that devices or apps may send or receive data without your explicit consent and the only way to completely prevent this from happening is to delete the app or turn off data services on your device. Our standard data usage rate can be found on the Rates page. Upload/download speeds will be determined by your particular service plan and other factors including your device, network availability from your underlying carrier, your proximity to cellular towers, and environmental factors.

4.10 Line Charge. You may be billed a line charge after you sign up for the Service (the “Line Charge”). The current amount of the Line Charge, how often it is charged and when it is charged can be found on our Rates page. We will deduct the Line Charge from your account balance. If you do not have sufficient balance in your account on the day we try to deduct it, we will send you a text message asking you to add money to your account and alerting you that your account is now in a grace period until the full Line Charge is paid. The grace period will last fourteen days. You can use the Service during the

grace period provided you have sufficient funds. If during the grace period you add money to your account, we will deduct the Line Charge and your Service will continue as normal. If you do not add sufficient money to your account during the grace period, then at the end of the grace period we will terminate your Service, close your account, remove the remaining balance in your account and release your mobile number. If you port your number to another carrier during the grace period, then we will close your account and deduct the remaining balance in your account and apply it to the Line Charge. We will send you reminders by text message as your grace period winds down. We reserve the right to extend the grace period or grant additional rights of use to you in our sole discretion.

4.11 Auto Recharge. Auto recharge is a feature of the Service if you have a credit card on file with us. When your account balance falls below a pre-set amount, your credit card will automatically be charged and the payment added to your account balance. We reserve the right to change your auto-recharge amount based on your usage and will give you prior notice of the change.

4.12 Charges - Generally. You use the Service on a prepaid basis. No bill, invoice or statement will be issued to you. You may check your credit balance from time-to-time by calling 611 from your device or going to the Website or via the App. You are responsible for paying all charges related to the Service, including but not limited to, Airtime charges (if applicable), data usage charges, text message charges, called destination rate per minute, Line Charge, access, features, voice mail access, voice mail delivery, downloadable content, alerts, directory and operator assistance, the price of devices and accessories, charges for other goods and services, shipping/handling fees and any applicable taxes. You agree to pay all taxes, fees, or surcharges imposed by governments or governmental entities on the Service. The charges incurred will be automatically deducted from the balance in your account. All charges, including each per minute location rate, are shown and billed in U.S. dollars. You can view the location rates at the Website or in the App. You can also call Customer Service at 800-689-0617. If you continue to use the Service after a change in the rates or charges, then you have agreed to accept those changes. We may change the location rates and other charges, or add additional charges, for the Service at any time without prior notice, and such changes will be effective from the time they are posted to the Website.

4.13 No Refunds. There are no refunds. You have no right to a refund for amounts added to your account or for any unused balance. Amounts deposited into your account have no cash value and are not refundable or transferable (but can be transferred to a Boss Revolution Pinless account if you port your number to another carrier – see [www.bossrevolution.com](http://www.bossrevolution.com) for terms). If your account is closed any remaining balance can be used for the Boss Revolution Pinless service (see [www.bossrevolution.com](http://www.bossrevolution.com) for terms).

4.14 Credits for Interruptions. You may be entitled to a credit if an interruption or failure of the Service is caused by us and not by you or by a third party or by other causes beyond our reasonable control. To request a credit, you must contact Customer Service by phone, in writing or by email to [support@bossrevolution.com](mailto: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 (c) that you are using the Service fraudulently or that your account is being used fraudulently by a third party. Credits will be applied to your account and will not be provided in cash.

4.15 Lost and Stolen Devices. If your device is lost or stolen, you agree that you will let us know immediately by contacting us through any of the means outlined on the Website. Once we receive your notice, we'll suspend Service to the errant device. Until this notice is received and the device is suspended, you are responsible for any usage or charges on your account. Once we suspend your device, you are only responsible for the Line Charge. We will allow any remaining balance to be transferred to a replacement device.

**For California Customers Only:** for charges incurred before you notify us, you are not liable for charges you did not authorize, but the fact that your device or account was used is evidence of authorization. You may request us to investigate charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the charges were unauthorized, we will credit your account. If we determine the charges were authorized, we will inform you within 30 days and you will remain responsible for the charges.

4.16 Roaming. Roaming restrictions apply – see Coverage page. If you are in an area with no coverage, the Service will not work unless you have a WiFi connection.

4.17 Expiration. Your account balance does not expire. However, if your account is closed or your access to the Service terminated any remaining balance can be used for the Boss Revolution Pinless service (see [www.bossrevolution.com](http://www.bossrevolution.com) for terms).

4.18 Termination of Service. Your Service can be terminated as follows: (a) by us if you breach any of the terms of the User Agreement; (b) by us if you have insufficient funds in your account to pay the Line Charge after the grace period; (c) by you if you contact us and request that the Service stop; and (d) by you if you port your number to another carrier.

4.19 Plans. We may offer one or more Service plans (a “Plan” or “Plans”), some of which may offer unlimited calling, data and/or texting features. Each Plan allows the consumer to pay a flat fee to use the Service during the Plan time period subject to the features of that Plan. Each purchased Plan starts at the time the purchase is recorded by IDT. Each initial purchase and renewal of a Plan requires payment of the Plan’s fee. Plans can’t be shared by multiple users. See the Website or ask an authorized retailer for a complete list of Plans and in-Plan destinations. IDT reserves the right to add or discontinue a Plan at any time. A consumer’s use of the Service 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. You can purchase separately a Boss Revolution Pinless Plan and pair it with the Service. Information and terms for Boss Revolution Pinless Plans can be found at [www.bossrevolution.com](http://www.bossrevolution.com).

4.20 Call Completion. We are not responsible for failures to connect calls, including those placed to 911 or other emergency services.

4.21 Protective Measures. To provide a good experience for our customers and minimize capacity issues and degradation in network performance, we may take measures, including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth or use their data services in a manner that interferes with other customers' service, our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

4.22 Promotional Offers. From time to time, we may offer promotions related to the Service. We may restrict these promotional offers to certain users, or place other restrictions or conditions on such offers. We may stop any promotional offer or prohibit a user from continuing to use the Service if we determine that a user is abusing the offer. We reserve the right to expire and remove any promotional balance from an account with no usage for one year or more.

4.23 Emergency and 911 Calls. As long as you have an account and even if your balance is \$0, you will be able to make 911 calls with your device using the Service. Depending upon your location and Service area, you may also be able to send a text to 911. **Public safety officials advise that when**

**making 911 or other emergency calls, you should always be prepared to provide your location information.** Unlike with traditional wireline phones, 911 operators may or may not know your phone number, your location, or the location of your mobile device depending on a number of factors (for example, whether your device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.). In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service (“E911”) – where enabled by local emergency authorities– uses GPS technology to provide location information. Even when available E911 does not always provide accurate location information. If your device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some devices have a safety feature that prevents use of the keypad after dialing 911 – you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls. **If you have occasion to call 911, always state the nature of your emergency, your location and your phone number as the operator may not receive this information automatically. You should never rely solely on your mobile phone for emergency calls, including calls to 911.** We are not responsible for failures to connect calls, including those placed to 911 or other emergency services. Airtime charges are not deducted for calls to 911.

4.24 Third Party Content and Charges. We do not guarantee or endorse any third party content that you may download, access or use with the Service and your use of any third party content is entirely at your own risk. We are not liable for any third party content or charges for products or services provided by third parties, including but not limited to apps, software and other paid services. Any unauthorized or disputed charges would have to be taken up directly with the third party.

4.25 Location-based Services. Location-based services are subject to the same caveats as network coverage and are subject to interruption by factors within and outside of our control. For example, terrain, weather, the type of device used. We do not warrant or guarantee that location-based services will be available at any particular time or in a given location. When you turn on your mobile device, it automatically communicates with our partners’ networks and relays its current location. It does this unless you have specifically turned off your device’s location functionality. By using our location-based services, you consent to have us or our business partners electronically collect, monitor and track your physical location and the location of your device. We collect and disclose your location information only to provide you with the location-based services you have requested, or in emergency situations as prescribed by law. If you allow others to use your device, you are responsible for informing these users that their location information may be collected or disclosed. We will not provide your location information to third parties without your consent other than as prescribed by law.

## **5. General Terms**

5.1 Use of Services. IDT grants you a limited, non-exclusive, non-transferable right of use to the Service subject to your compliance with this User Agreement. In exchange for your payment, we will provide you a right of use to the Service in accordance with this User Agreement subject to availability. We make no representation that the Service is available for use in any particular location. To the extent you choose to access the 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 the Service at any time without notice or liability. We may also impose limits on the use of or access to the Service without notice or liability.

5.2 Your Device. You are responsible for all actions that take place as a result of access to or use of the Service and your account whether the access was made by you or by a third party using the Service, your account, or your mobile device. If your device is stolen or if you become aware of unauthorized use of the Service you must notify us immediately to suspend the Service. You are

responsible for all usage of the Service and all charges until the Service is suspended. You are responsible for preventing the unauthorized use of the Service, and you are responsible for any reduction in value of your account arising out of either authorized or unauthorized use.

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

- interfering with our ability to provide the Service to you or to other customers;
- violating applicable law or this User Agreement;
- avoiding your obligation to pay for the Service;
- using the Service 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 our sole discretion.

Furthermore, you agree not to use the Service, 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 Service, or (iii) could damage our business, reputation or employees. You agree not to resell or commercialize the Service whether for profit or otherwise.

5.4 Submission of Information to IDT. If you send any messages or post any information to IDT on the Website, with or through the Service, through social media third party sites or otherwise provide feedback to IDT, you are granting us a royalty-free, world-wide, transferable, sub-licensable, perpetual, irrevocable license to use the information in the course of offering the Service. Furthermore, we retain the right to reformat, excerpt, or translate any information or materials submitted by you. We reserve 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 our sole discretion.

5.5 No Warranties. You expressly acknowledge that (a) your use of the Service, your device, the Website, the App and any content therein (collectively, "Content") is at your sole risk and (b) the Service, your device, the Website, the 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 Service, your device, the Website, the App, the Content or the telecommunication services underlying the Service or any IDT product associated with the Service, 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, we make no warranty or representation that the Service, Website, App, Content or the telecommunication services underlying the Service 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. We do not warrant any quality of calls made through the Service. 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. IDT will not be liable for any disruption, delay, eavesdropping or other omission in the Service. 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.

5.6 Termination of Service. We may immediately suspend, terminate, modify or restrict the Service or your use of the Service and/or your account, all without advance notice or liability, if:

- you violate this User Agreement;
- we reasonably believe that you or someone else through your account is fraudulently or unlawfully using the Service, including fraudulent calling patterns, excessive usage or billing irregularities;
- we reasonably believe that you or someone else through your account is abusing the Service, including misuse of service promotions;
- your form of payment for the Service is cancelled, disabled, discontinued or otherwise dishonored after funding;
- we need to perform maintenance on or upgrade the Service, Website, App or the underlying infrastructure that enables you to use the Service; and/or
- there is a determination by any governmental authority that the provision of the Service is contrary to any law, rule or regulation.

You hereby agree to pay any and all outstanding charges for the Service 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 Service to you, if any of your previous payments have failed to result in our receipt of the entire amount payable to us in connection with such payment.

5.7 Communication. The content of the communications made using the Service 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 Service.

5.8 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 Service, 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 may be void, 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

Service, Website, App, Content and/or the telecommunication services underlying the Service, 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 Service. IDT will not be liable for any damages if the telecommunication services underlying the Service are interrupted, or if there is a problem with the interconnection of the Service with the service, products or equipment of some other party. In no event will IDT or its vendors be liable for losses, damages, claims or expenses of any kind arising out of the use or attempted use of, or the inability to access, life support or monitoring systems or devices, 911, E-911 or other emergency numbers or services. 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 may be void, 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 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.

5.10 Termination. In addition to the termination rights listed in Section 4.18 above, we may terminate or suspend your use of the Service and/or your account at any time if:

- if you violate this User Agreement or our Acceptable Use Policy;
- if we reasonably suspect that you are using the Service or your 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 Service fraudulently or that your account is being used fraudulently by a third party;
- 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 Service, Website, App and your account shall immediately terminate; and (ii) you will immediately cease any and all use of the Service. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this User Agreement for all purposes.

## 6. Website Terms of Use

6.1 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, billing address or 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.

6.2 Right to Change Website. We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Website, or any content, feature, service 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.

6.3 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 the 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.

6.4 Intellectual Property. The Boss Wireless 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 Service, 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 Service.

6.5 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.

6.6 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

6.7 User Submissions. IDT is pleased to hear from users and welcomes your comments. 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.

6.8 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.

6.9 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.

## **7. General Provisions**

7.1 Taxes. You are responsible for and must pay any applicable taxes in connection with your purchase and use of the Service, your Device and any accessories related to your Device.

7.2 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 Service, 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 Service; and

(e) any other communication related to the Service, 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.

7.3 Consent to Receive Messages. By using the Service, 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.

7.4 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.

7.5 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.

7.6 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.

7.7 Notices. Any notice from IDT or Boss Wireless 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 Wireless Product Team  
520 Broad Street  
Newark, NJ 07102  
Telephone: 973-438-1000

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

7.9 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 Service.

7.10 Entire Agreement. This User Agreement constitutes the entire agreement between you and IDT regarding the Service and the Website and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral between you and IDT regarding the same, except for any license you are required to agree to regarding the App. 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 the Service. 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.

7.11 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.

7.12 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.

7.13 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 Wireless 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.

7.14 Changes to Agreement. IDT may 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 the Service, the Website or the App after publication of the change, you agree to the change and the updated User Agreement.

7.15 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.

7.16 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 Service inappropriately, please contact us.

7.17 Terms Specific to the Residents of the State of Louisiana. Notwithstanding any statements to the contrary in this User Agreement, any disputes by residents of the State of Louisiana regarding the rates and terms of Service shall be decided in accordance with the laws of the State of Louisiana. Customers who are residents of the State of Louisiana who are unable to resolve disputes to their satisfaction regarding their rates and terms of Service can contact the Louisiana Public Service Commission at:

Louisiana Public Service Commission  
602 North 5th Street  
12th Floor  
Baton Rouge, LA 70802  
225-342-4999  
800-256-2397

Customers should include the following information in their complaint:

Name, Address, Parish, and Phone Number;  
Email Address, if applicable;  
Name of Company you are complaining about; and  
A brief statement of facts.