

## BR Club and Mobile Marketing Terms and Conditions

### I. BR Club Program

Welcome to BR Club, a program owned and operated by IDT Domestic Telecom, Inc. ("IDT"). Through the program IDT provides BR Club members with special discounts, rewards and/or promotions. These terms and conditions form an agreement between each member of BR Club and IDT. You may contact IDT at 520 Broad Street, Newark, NJ 07102 or at 1-800-308-9931.

1. Rewards. BR Club provides its members with special discounts, rewards and/or other promotions on both IDT and third party products and services (collectively "Rewards"). To join BR Club, you must provide your mobile number to an authorized BR Club store or sign up at [www.bossrevolution.com](http://www.bossrevolution.com) (the "Website") or via any other method authorized by IDT. Rewards may vary day to day and may not always be available. Rewards can be obtained at authorized BR Club stores, online at the Website and/or via any other method authorized by IDT depending upon the specific Reward. In order to receive an applicable Reward, you must present your BR Club card or Boss Revolution account number prior to purchase. Any applicable, available Reward will be automatically applied to your purchase. Only certain purchases qualify and restrictions or conditions may apply. Rewards are not refundable or transferable and have no cash value. No cash back. Not all advertised items are available in all stores. IDT or the applicable BR Club store reserves the right to limit quantities on all offer items. No rainchecks. Tax charged on pre-Reward price where required. IDT or the applicable BR Club store may impose expiration terms on any Rewards.

2. IDT's Rights. IDT reserves the right to modify, suspend and/ or discontinue any aspect of the BR Club program, including without limitation the Rewards offered, at any time without prior notice. IDT may also impose eligibility requirements for certain Rewards, limits on membership eligibility, or restrict your access to parts of BR Club or the Website without notice or liability. IDT reserves the right in its sole discretion to cancel your membership in BR Club and/or suspend or terminate a BR Club account at any time without prior notice. Termination of your participation will result in a loss of all accumulated Rewards and any other program benefits. By participating in BR Club, all members agree to abide by any and all decisions of IDT, which are final and binding on all matters pertaining to BR Club.

3. Agreement to Terms. Please read these terms and conditions carefully as this is a legal agreement between you and IDT governing your membership in BR Club. By joining or participating in BR Club or using any of the Rewards, you acknowledge and agree that you have read, understood and have agreed to be bound by these terms and conditions, including any documents incorporated herein and any future modifications (collectively, the "Agreement"). If you do not agree with the terms and conditions of this Agreement, then you may not participate in BR Club or use any of its Rewards. If there is any conflict between this Agreement and the terms contained on any website or advertising materials, then the terms of this Agreement shall control.

4. Modification of Agreement. IDT reserves the right to change, modify or remove any portion of this Agreement any time. When changes are made we will update this 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 program or unless a law, rule or regulation requires that it be updated an earlier time. Please review the Agreement on a regular basis. Your continued participation in BR Club following the posting of any changes shall constitute acceptance of those changes.

5. Intellectual Property. The BR Club name and all associated logos, trademarks, service marks, patents, patent applications, proprietary information, copyrights and all other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection

with BR Club (collectively, the “IDT IP”) are owned, controlled or licensed by IDT. You have no rights in or to the IDT IP and you may not use the IDT IP in any manner without the prior written consent of IDT.

6. Indemnification. You hereby agree to indemnify, defend and hold harmless IDT, its affiliates and their respective officers, directors, employees and agents (collectively, the “Indemnified Parties”) from and against any and all liability, losses, damages or claims of any kind (including reasonable attorney fees) incurred by the Indemnified Parties in connection with or arising out of your (a) participation in BR Club, (b) breach of this Agreement, or (c) violation of another person’s or entity’s rights in connection with BR Club.

7. No Warranty. You acknowledge that the BR Club program, your participation in BR Club and all Rewards, content, functions, materials and information made available to you through the program and the Website is provided “AS IS” and “AS AVAILABLE” with no warranties of any kind. To the fullest extent permissible by law, IDT makes no representations or warranties of any kind whatsoever, whether express, implied or statutory, regarding BR Club, your participation in BR Club, the Rewards, content, functions, materials and information made available to you through the program and the Website, or for the products, services and Rewards purchased or redeemed through BR Club, 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. 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 and its affiliates assume no responsibility and shall not be liable for (a) any damages suffered by you by participating in BR Club or by using the Rewards or the Website, (b) any errors contained in any BR Club materials or the Website, including typographical or printing errors, or (c) any failure of BR Club which results from acts or events beyond IDT’s reasonable control.

8. Limitation of Liability. In no event shall IDT or its affiliates be liable for any direct, indirect, special, consequential or other damages or losses suffered by you in connection with or arising out of (a) lost or stolen BR Club cards or account number and/or (b) your participation in BR Club or use of the Rewards or Website. 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. Notwithstanding anything in this Agreement to the contrary and should any provision of this Agreement limiting IDT’s liability not be enforced, IDT’s total liability to you in connection with this Agreement and/or BR Club shall not exceed \$100 for any damages of any nature.

9. Incorporated Documents. The following documents are hereby incorporated into this Agreement:

- our Privacy Policy, which can be found at [www.bossrevolution.com/privacy-policy](http://www.bossrevolution.com/privacy-policy); and
- any disclosures, limitations or other information provided with, or printed on, any materials associated with BR Club.

10. Mobile Marketing Program. By joining BR Club, you consent to receive SMS, text and other electronic messages (collectively, “Messages”) from IDT and its affiliates regarding your membership, account activities, Rewards and other special offers. This consent is specific to the phone number(s) you provide to us. Message and data rates may apply when you receive certain Messages on your mobile phone. You may refuse to consent to receive calls and Messages 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 calls and Messages. Your ability to manage and use

certain features of BR Club could be limited if you refuse or withdraw your consent to receive Messages. This mobile marketing program is for short code 55350. The program entails the following:

- BR Club members can opt-in (where required) to receive automated calls and Messages on their mobile devices regarding their membership, account activities, Rewards and other special offers. Messages may also include promotions, discounts, product news, special offers and informational alerts for Boss Revolution and IDT products and services, as well as third party products and services that may be of interest to the member;
- Consent to receive Messages is not a condition of purchase and is not required to buy Boss Revolution or IDT goods or services;
- BR Club uses standard rate SMS messages and is a recurring program;
- Pricing: message and data rates may apply;
- Opting In: you can opt in (where required) using various methods, including texting certain key words to Boss Revolution and signing up at [www.bossrevolution.com](http://www.bossrevolution.com) or through the Boss Revolution IVR or Calling App. Messages will only be sent to those customers that have consented to receive them. Opted in members will receive a confirmation message from Boss Revolution;
- Message Frequency: members will not receive more than 12 marketing Messages per month under this program;
- **STOP Instructions:** members can opt out of receiving Messages at any time by replying STOP, END, CANCEL, UNSUBSCRIBE, QUIT or STOP ALL to the short code, clicking the unsubscribe button on an email or by contacting a customer service agent;
- **HELP Instructions:** members can request customer support by replying HELP to the short code or by calling customer service at 1-800-676-8312;
- Members agree not to send any Message or content through the program that is unlawful, abusive, threatening, fraudulent, defamatory, could damage IDT facilities or servers or is otherwise objectionable in IDT's sole discretion;
- Members that send a Message or post any information to IDT through the program are granting IDT a royalty-free, world-wide, transferable, irrevocable license to use this information and to reformat, excerpt, or translate such information. IDT reserves the right at all times to post, remove or restrict any information or materials, in whole or in part, in IDT's sole discretion. Carriers are not liable for delayed or undelivered Messages; and
- IDT reserves the right to suspend and/or terminate its mobile marketing program or any member's use of its mobile marketing program at any time for any reason without notice.

11. Entire Agreement. This 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 Agreement without prior notice. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. This 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. This Agreement constitutes the entire agreement between you and IDT regarding BR Club and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral between you and IDT regarding the same.

12. Disputes. All disputes arising out of or related to this Agreement and BR Club must be submitted to the American Arbitration Association ("AAA") for final and binding arbitration. The arbitration will be

conducted under the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes Commercial Arbitration Rules (“AAA Rules”), as such rules are in effect on the date of commencement of the arbitration and as such rules are modified by this Agreement. Notwithstanding anything in the AAA Rules, the arbitration shall be held in Newark, New Jersey. Each party will bear the cost of preparing and presenting its own case. Each dispute will be arbitrated on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. No dispute or claim may be brought by you as a class action or as a private attorney general, and you will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim related to this Agreement or BR Club.

## II. IDT IMTU Mobile Marketing Program Terms

IDT’s International Mobile Top Up (“IMTU”) customers can opt-in to receive SMS, text and other electronic messages (collectively, “Messages”) on their mobile phone from IDT and its affiliates (collectively “IDT”) via automated technology regarding transaction activity, product news and special offers. Your consent is specific to the phone number(s) you provide to us and to the IMTU carrier and country you select. Message and data rates may apply when you receive certain Messages on your mobile phone. You may refuse to consent to receive calls and Messages 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 calls and Messages. This program is for short code 35440. IDT’s IMTU mobile marketing program entails the following:

- IDT’s IMTU customers can opt-in (where required) to receive automated calls and Messages on their mobile devices regarding IMTU transaction activity, informational alerts, promotions, discounts, product news and special offers from IDT on an IMTU carrier/country specific basis, as well as relevant offers regarding other IDT products that may be of interest to the customer;
- Consent to receive Messages is not a condition of purchase and is not required to buy IMTU goods or services;
- Program uses standard rate SMS messages and is a recurring program;
- Pricing: message and data rates may apply;
- Opting In: you can opt in (where required) using various methods, including texting certain key words to IDT, while making a recharge at [www.bossrevolution.com](http://www.bossrevolution.com) or through the IMTU IVR. Messages will only be sent to those customers that have consented to receive them. Opted in members will receive a confirmation message from IDT;
- Message Frequency: IDT expects that subscribers will not receive more than 12 marketing Messages per month under this program;
- **STOP Instructions:** subscribers can opt out of receiving Messages at any time by replying STOP, END, CANCEL, UNSUBSCRIBE, QUIT or STOP ALL to the short code or by contacting a customer service agent;
- **HELP Instructions:** subscribers can request customer support by replying HELP to the short code or by calling customer service at 855-274-8446 (for Tigo), 866-599-5752 (for Claro) or 888-518-6787 (for all other carriers);
- Subscribers agree not to send any Message or content through the program that is unlawful, abusive, threatening, fraudulent, defamatory, could damage IDT facilities or servers or is otherwise objectionable in IDT’s sole discretion;

- Subscribers that send Messages or post any information to IDT through the program are granting IDT a royalty-free, world-wide, transferable, irrevocable license to use this information and to reformat, excerpt, or translate such information. IDT reserves the right at all times to post, remove or restrict any information or materials, in whole or in part, in IDT's sole discretion;
- By opting in to this program subscribers agree to these terms. IDT reserves the right to change these terms at any time and the changes will take effect upon publication. Carriers are not liable for delayed or undelivered Messages;
- IDT reserves the right to suspend and/or terminate this mobile marketing program or any subscriber's use of the program at any time for any reason with or without notice;
- Program Sponsor: IDT Domestic Telecom, Inc.; and
- Privacy Policy: [www.bossrevolution.com/privacy-policy](http://www.bossrevolution.com/privacy-policy).