

# **Boss Revolution Terms and Conditions**

## **UK Version**

Effective and Updated as of 1 August 2021

Welcome to Boss Revolution (UK) from IDT. These terms and conditions apply to your purchases of Boss Revolution products and services via our website [www.bossrevolution.co.uk](http://www.bossrevolution.co.uk); via our Boss Revolution Mobile Application; via our interactive voice response system or via designated retailers.

**1. Definitions.** In this Services Agreement the following terms have the meanings set opposite them:

“Account” means the account set up by us with a unique account number corresponding to either a mobile phone number or a fixed line number provided by you which may be credited with value purchased by you, which value may be used for the purchase of Services and from which applicable Charges are deducted;

“Additional Services” – means the facilitation by IDT of the purchase of additional services, including Third Party Services, either from IDT, our affiliates or a limited network of third parties, using value which has been credited to Boss Revolution accounts including your Account, which additional services may be publicised via the Website or otherwise;

“App” means the application designed by IDT and its affiliates for use by customers and potential customers of the Boss Revolution Service;

“Boss Revolution Service” - means our proprietary card-less Boss Revolution service which provides the User with international calling capability which is provided by us to you under this Services Agreement;

"Charges" - means the charges to be paid by you for the Boss Revolution Service calculated according to the prices and rates set out in our price lists (available on our Website or upon request) or otherwise notified to you (some of these Charges are set out at clause 5.2 below);

"Competent Authority" - means Ofcom or any other competent Government department or any regulatory body or any of their respective successors;

"Confirmation Message" - means one or more messages that will be either (i) sent by SMS to the phone number that you have requested us to register, or (ii) delivered orally by our automated IVR which automatically dials that phone number, at the time that you successfully apply for an Account, which message includes your Security Code;

“IVR” means a telephone-based interactive voice response system;

"Network" - means the electronic communications systems run or procured by us for the purpose of providing the Services;

“Privacy Notice” – means the privacy terms contained in our Privacy Notice, which can be found at [www.bossrevolution.co.uk/privacy-policy](http://www.bossrevolution.co.uk/privacy-policy).

“Reasonable Use Policy” - means the terms contained in our Reasonable Use Policy, which can be found at [www.bossrevolution.co.uk/terms](http://www.bossrevolution.co.uk/terms);

“Security Code” – means a four-digit personal identification number which we provide to you for use with your Account;

"Services" means the Boss Revolution Service and the Additional Services;

"Services Agreement"- means the terms and conditions set out herein;

"we", "us", "our" or "IDT" means, as applicable, (a) Interdirect Tel Limited, a company registered in Ireland with registered number 294260 and with its registered office at c/o BDO Simpson Xavier, Beaux Lane House, Mercer Street Lower, Dublin 2, D02 DH60, Ireland; and/or (b) IDT Retail Europe Limited, a company registered in England with registered number 7888960 and with its registered office at c/o Sable Accounting Ltd., 13th Floor, One Croydon, 12-16 Addiscombe Road, Croydon, CR0 0XT, England;

“Website” - means the Boss Revolution UK website at [www.bossrevolution.co.uk](http://www.bossrevolution.co.uk); and

“User”, "you" and "your" mean you, being a person having or using, or authorising another individual to use, a User Account.

## **2. Commencement of this Agreement**

2.1 An Account can be opened either on the Website, or via our App, or via our IVR, or at designated retail locations. In order to be assigned an Account and make use of the Services, you must complete the application form appearing on our Website or our App, or apply via our IVR or a designated retailer by providing your details. If we (at our sole discretion) decide to accept you as a customer, we will send a Confirmation Message to or via the telephone number which you have registered with us. A contract between you and us for the supply of Services to you will come into force at the time that we send you such a Confirmation Message (which in the normal course of events will usually be delivered to you). Your completion of an application or use of the Services indicates your agreement to all terms and conditions contained herein, and your agreement to the immediate commencement of the performance of the Services Agreement between you and us from the moment you are accepted as a customer, and the provision of Services to you.

2.2 If you are a consumer (as defined in the applicable distance selling or any analogous legislation), and you have applied for your Account via the website, the App or via our IVR you have the right by law to cancel the contract within seven working days of the commencement of the Services Agreement, without giving a reason, However, you agree that the first time you use the Services, you will immediately lose your right to cancel the Services Agreement.

## **3. Our obligations to you**

3.1 We will provide the Services to you in accordance with this Services Agreement and subject to availability, provided that nothing herein shall require us to provide, or continue to provide Services to you, if we determine that you have violated this Services Agreement or any of our other

policies and procedures. We shall provide the Services in the manner of a reasonably skilled electronic communications service provider.

3.2 We cannot guarantee that the Services will be provided without interruption. We are not liable for a call being cut off for any reason or for any failure, delay, suspension, restriction or interruption of Services.

3.3 The Boss Revolution Service does not include the connection from your telephone or data network to our Network. Our Services may be dependent on the provision to us of services by third party operators. We are not responsible to you for any faults or interruptions caused by any third party.

3.4 We may, at our discretion, improve, update or upgrade the Services or alter the provision or means of provision of the Services (including altering any telephone number used or method of allocating the Services). We shall not exercise our rights under this clause to your detriment without good reason. We will provide you with as much notice as is reasonably practicable of any improvement, update, upgrade or alteration to the Services.

3.5 Interdirect Tel Limited is the service provider of the Boss Revolution Service, and the telecommunication services underlying the Boss Revolution Service are provided by our affiliate IDT Telecom, Inc. and the third party carriers we engage. The Additional Services are provided, distributed and/or processed by IDT Retail Europe Limited (“IDT REL”).

3.6 From time to time, we may distribute and/or process certain products and services, including mobile top up (collectively, “Third Party Services”) that are provided by third party companies, issuers and operators in various countries who are not affiliated with us (collectively, “Third Party Operators”). IDT REL distributes the Third Party Services. The underlying terms of use, charges, fees, taxes, credits and expiration policies for the Third Party Services are established and provided by the Third Party Operators. IDT shall not be liable for the acts or omissions of the Third Party Operators. IDT shall not be liable for any disruption, delay or other omissions in the telecommunication and other services underlying the Third Party Services. All purchases of Third Party Services are final and may not be exchanged, canceled or refunded, except as required by applicable law or by the applicable Third Party Operator.

#### **4. Your use of the Services**

4.1 You can use Boss Revolution Service either on a pay-as-you-go basis or by purchasing one of our unlimited plans.

A. **Pay As You Go.** You can use the Boss Revolution Service on a pay-as-you-go basis with the balance in your Account. All of the terms and conditions in this clause apply to your use of the Boss Revolution Service on this basis, except for terms and conditions expressly related to the Boss Revolution Service unlimited plans. 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 the Boss Revolution Service with a Paygo Plan. IDT may discontinue or change the discounted countries in a Paygo Plan at any time. You have no right to a refund for a purchase of a Paygo Plan or for any unused balance. Your use of any Paygo Plan is subject to our Reasonable Use Policy.

B. **Unlimited Plans.** **Subject always to this Services Agreement and our Reasonable Use Policy,** you can use the Boss Revolution Service by purchasing one of our unlimited plans (each a “Plan”). Each Plan allows the consumer to pay a flat fee to place an

unlimited number of calls with the Boss Revolution Service to any destination included in the Plan during the Plan time period. Users 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 Users who have created an Account and cannot 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 or to add or discontinue a Plan at any time, where we have a valid reason to do so. We will notify you of any amendments to a Plan. Users 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 authorised retailer for a complete list of in-Plan destinations. Your ability to use a discontinued Plan will expire on your 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 you and you may not use the balance in your pay-as-you-go Account to fund the purchase or renewal of any Plan. Available methods of funding a Plan include cash, credit card and SOFORT Bank Transfer (if and when available). Auto-renewal is available for 7-day and 30-day Plans. Charges for auto-renewal will be payable 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 Account, will be funded from your pay-as-you-go Account. If your 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. IDT reserves the right to not sell a Plan, or to not renew a Plan, to a consumer who is in breach of this Services Agreement or Reasonable Use Policy or is otherwise 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 clause 4 relating to the Boss Revolution Service apply to your use of the Boss Revolution Service with a Plan, except as set forth herein.

4.2 To use the Services, you must credit your Account with sufficient value (to use on a pay-as-you-go basis) or purchase a Plan or Paygo Plan. You may top-up your Account balance at any time either through any participating retailer with cash, or through the Website or our App by credit card or any other form of payment we may authorise from time to time, or via our IVR using authorised Boss Revolution vouchers. We reserve our right to collect the full amount due from you if your form of payment is cancelled, disabled, discontinued or otherwise dishonoured after your use of the Services.

4.3 If you make calls from the telephone number you provided upon opening your Account, or using the App, our systems will usually be able to automatically identify your Account, without the need for you to use your Security Code. You are responsible for preventing the unauthorised use of your Account and the Services, and you are responsible for any reduction in value of your Account arising out of either authorised or unauthorised use.

4.4 You will not use or allow use of the Services for any improper, immoral, offensive, defamatory, fraudulent, illegal or unlawful purpose, including, for example, using the Services in a way that (1) interferes with our ability to provide the Services to you or to other customers; or (2) violates applicable law or this Services Agreement; or (3) avoids your obligation to pay for the Services; or (4) is not for consumer use.

4.5 If you or any other person whom you allow to use the Services do not comply with any provision of clause 4.4 or 4.7: (a) you shall indemnify and hold us harmless against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated or suffered as a result of such non-compliance and (b) we may suspend or terminate the Services immediately without notice and without incurring any liability on our part.

4.6 In the Confirmation Message, you will have been provided with a Security Code (i) to access your Account details (ii) to make calls from telephone numbers other than the number you have registered with us, or from a Boss Revolution web dialler and (iii) to access the Additional Services. If you do not have the Confirmation Message or you lose or forget your Security Code, you can obtain your Security Code by calling our Customer Services team at the number given on the Website. You must at all times keep such Security Code (including any replacement Security Code that we provide to you) confidential and secure, and you must tell us immediately if your Security Code is disclosed to any unauthorised person. We may disclose any information in connection with your Account to anyone who provides us with your Security Code, unless we have reasonable grounds to suspect that the person seeking such information is not you.

4.7 You acknowledge that the Services are for your personal use only and you will not re-supply or resell or otherwise make the Services available to any person on a commercial or any other basis. You are responsible for ensuring that only persons authorised by you use the Services via your Account and you agree to pay all charges relating to use of the Services including, but not limited to, the use or misuse by an unauthorised third party or accidental use. Notwithstanding the above, in the event of any unauthorised use of your Account, you must inform us of such unauthorised use in a timely manner.

4.8 When you purchase value to be credited to your Account by credit or debit card, sometimes only part of the value requested will be available for your immediate use. In such cases, the balance of any value purchased will only be available for you to use once your payment details are authenticated and payment is actually taken (via the debiting of your credit or debit card, or otherwise).

4.9 Your Account balance does not expire. However, if there are no calls made using the Account for a period of 12 months, then the Account will become dormant and we will stop providing Services. Accounts can be re-activated at any time by contacting our Customer Services team.

4.10 We may, in our sole discretion, limit the number of Accounts you open or maintain at one time, or over a certain period of time. We reserve the right to reject your attempt to open an Account and reserve the right to close any Account (with a corresponding refund) if the number of your Accounts exceeds any applicable limits.

4.11 The App-to-App feature (if and when available) allows users of the App to make a call or send a message to other users of the App without any charge from us. In order to use App-to-App both parties must have the latest version of the App (3.0 or higher) and either a data or WiFi connection. IDT does not charge for any call made or messages sent using the App-to-App feature. However, your cellular provider may charge you for using a data connection depending on your cellular plan. We will not be liable for any charges payable to your cellular provider or any third party arising from your use of the App-to-App feature. Your use of the App-to-App feature is subject to our Reasonable Use Policy.

4.12 The Boss Share service (“Boss Share”) allows users of the App (version 3.1 or higher) to transfer some or all of their Account balance to another user’s Account, including an Account of a person residing outside of the United Kingdom (if and when available), provided that the recipient has the App (version 3.0 or higher). When available, users can also fund another user’s Account using cash at an

authorised Boss Revolution retailer. In order to transfer your balance using Boss Share you must recharge your Account at least once. 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 transfer amounts are denominated in Pounds (£).

4.13 From time to time, IDT may offer promotions related to the Boss Revolution Service. 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 the Boss Revolution Service if IDT determines that a user is abusing the terms of a promotional offer. IDT reserves the right set an expiration date or policy with regard to any promotional balance.

## 5. Charges

5.1 You shall pay the Charges in relation to your use of the Services. The cost of all calls made by you and any other Charges incurred shall be deducted from the balance on your Account. Once the whole of the balance of your Account has been used you shall not be entitled to make any further use of the Services unless you credit your Account by purchasing additional value. Each initial purchase and renewal of a Plan or Paygo Plan requires payment of the Plan's or Paygo Plan's fee plus any applicable taxes and charges. Plans and Paygo Plans must be purchased individually and separately by you and you may not use the balance in your pay-as-you-go Account to fund the purchase or renewal of any Plan or Paygo Plan. All Charges are VAT inclusive. We reserve the right to vary the Charges in accordance with clause 11. Any revised Charges will only apply to any use you make of the Services after the Website has been updated to reflect such revised Charges or we otherwise notify you of such revised Charges.

5.2 Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole penny (£0.01). All calls for which we receive answer supervision shall incur a minimum one-minute charge. Calls made using a toll free access number will incur a 1.5p per minute surcharge from a landline and 4p per minute surcharge from a mobile. Calls made using access numbers beginning with 01 or 02 will incur a 0.5p per minute surcharge. You may be charged by your landline or mobile service provider for calling our access numbers; check with your provider for details. Boss Revolution cannot be used from a payphone.

5.3 We rely on answer supervision to determine whether and when a call has been answered. Answer supervision is a signal sent by the carrier connecting the call to indicate the start of call. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment.

5.4 **YOU MUST NOTIFY US OF ANY DISPUTED CHARGES WITHIN SIXTY (60) DAYS OF THE CHARGES OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGES.**

## 6. Suspension of Services

6.1 We may suspend immediately the provision of the Services (or a part of them) to you until further notice without compensation

6.1.1 for repairs, maintenance or improvement;

6.1.2 in the event that we have reason to suspect illegal, unlawful or fraudulent activity or misuse of the Services or your Account or any breach by you of this Services Agreement;

6.1.3 in the event that we are required to comply with an order, direction, instruction or request of any Competent Authority; or

6.1.4 the form of payment you have used to fund your Account is cancelled, disabled, discontinued or otherwise dishonoured.

6.2 Any exercise of our right to suspend the Services shall not exclude our right subsequently to terminate this Services Agreement. We may refuse to restore the Services to you until the matters referred to in clauses 6.1.1 to 6.1.3 are cured or (where applicable) we receive an acceptable assurance from you that there will be no further breach.

## **7. Provision of Data**

7.1 You are required promptly and accurately to give us all the data we may reasonably need so that we can perform our obligations under this Services Agreement. You must also inform us immediately of any change which may arise from time to time to the data you have provided to us, including credit card account information and/or billing address. You hereby agree and confirm that the data that you provide to us under this Services Agreement shall be true, accurate and complete in all respects.

7.2 Our Privacy Notice details your rights and our obligations regarding your personal data, and explains how, why and when we process your personal data. We will comply with our obligations under the EU General Data Protection Regulation (“GDPR”) and any other applicable data protection laws or regulations. You are also required to comply with all applicable data protection legislation.

7.3 In connection with this Services Agreement we, and any other companies or agencies authorised by us, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies and we may retain a record of the search. Information held about you by such companies or agencies may be linked to records relating to other persons living at the same address and such records will be taken into account in credit and fraud prevention checks. By opening an Account and/or purchasing the Services, you hereby consent to our carrying out such checks and searches and to processing your personal data for those purposes in accordance with our Privacy Notice.

7.4 By opening an Account and/or using the Services, you hereby consent to us processing your personal data for the purposes set forth in our Privacy Notice, including without limitation for direct marketing purposes in accordance with your marketing preferences, and to contact you before, during and after the term of this Services Agreement in order to administer, evaluate, develop and maintain the Services. Under the GDPR you have certain access rights regarding your personal data – please refer to our Privacy Notice for a description of those rights.

7.5 You acknowledge that pursuant to our Privacy Notice we may transfer and/or share your personal data with our affiliates and third parties, both in and outside the EEA, for the purposes set forth in our Privacy Notice.

7.6 You should also note that, where we are legally permitted to do so, we may record or monitor telephone conversations with you for quality assurance, legal, regulatory and training purposes. We will inform you how to opt-out of such monitoring, in advance.

7.7 Unless otherwise required by applicable law, you authorise IDT to send or provide the following categories of information (“Communications”) by electronic means and not in paper format:

(a) this Services 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 applicable law; (d) any customer service communications, including without limitation, communications with respect to claims of error or unauthorised use of the Services; and (e) any other communication related to the Services, a transaction or IDT. Electronic means may include email, SMS/MMS, in-App messages including push notification, text, 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 in-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.

7.8 By using any of the Services, you consent to receive SMS/MMS, push notifications through the App, App-to-App, text 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. Expiry and Termination of Services**

8.1 We may end this Services Agreement:

8.1.1 by giving you at least 30 days' notice; or

8.1.2 immediately if:

(a) you do not perform or observe any other obligations under this Services Agreement ("a breach") and where you have breached this Services Agreement and that breach can be remedied, you fail to remedy the breach within any reasonable time specified by us in a written notice requiring you to do so;

(b) a voluntary arrangement is proposed, or a bankruptcy petition is presented or a bankruptcy order is made against you or a receiver or trustee is appointed on your estate;

(c) we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services from us or during the provision of the Services;

(d) you or any other person at your premises use the Services or are suspected, in our reasonable opinion, of using the Services for illegal activities, fraud or attempted fraud;

(e) we are required to comply with an order, instruction or request of any Competent Authority.

## **9. Limitation of Liability**

9.1 Our liability:

(a) for death or personal injury caused by our negligence or the negligence of our employees or agents;

(b) for breach of any condition as to title or quiet enjoyment implied by law;

(c) in relation to any other piece of applicable legislation which prohibits contracting out of such liability;

(d) for fraudulent misrepresentation;

(e) for misuse of confidential information

is not excluded or limited by this Services Agreement, even if any other terms of this Services Agreement would otherwise suggest that this might be the case.

9.2 Subject to clause 9.1 and to the extent permitted by law, we do not accept any liability under or in relation to this Services Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any:

(a) loss of profits;

(b) loss of sales;

(c) loss of turnover;

(d) loss of or damage to business;

(e) loss of or damage to reputation;

(f) loss of contracts;

(g) loss of customers;

(h) loss of, or loss of use of, any software or data

(i) loss of use of any computer or other equipment or plant;

(j) wasted management or other staff time; or

(k) indirect, special or consequential loss or damage

and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

9.3 Subject to clauses 9.1 and 9.2 and to the extent permitted by law our total liability arising from or in connection with this Services Agreement and in relation to anything which we may have done in connection with this Services Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the lesser of:

(a) the amount of loss suffered by you in respect of the relevant liability assessed; or

(b) an amount equal to the total value of credit purchased by you for your Account during the previous 12 months.

9.4 We will not be liable under this Services Agreement for breach of any of its terms to the extent that the breach concerned arises from:

- (a) use of any Services other than in accordance with normal operating procedures as notified to you;
- (b) any alterations to any Services made by anyone other than us;
- (c) any abnormal or incorrect operating conditions;
- (d) any other hardware or software being used with or in relation to any Services, unless this has been approved by us or the relevant statutory process of the connection of apparatus to public communications networking; or
- (e) any delay or failure by use to meet our obligations under this Services Agreement owing an event beyond our reasonable control, pursuant to clause 12.

9.5 We hereby exclude all conditions and warranties, other than those expressly set out in this Services Agreement, including any warranties implied by law if and to the extent such warranties and conditions implied by law can be lawfully excluded.

9.6 You assume total responsibility and risk for your use of the Services. All Services are provided on an "as is, as available" basis. We do not warrant that the service is completely error-free or will operate without packet loss or interruption nor do we warrant any connection to or any transmission over the Internet.

9.7 We shall not be responsible for any costs incurred by the User, including mobile phone provider charges, in the event the User incorrectly uses the Services or uses the Services for any unlawful purpose.

## **10. Assignments and Third Party Rights**

10.1 This Services Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. We have the right to assign both the benefit and burden of this Services Agreement as part of a business reorganisation together with any associated rights of access and installation at any time to any company or person and you hereby consent to such assignment or novation, provided that any such assignment or transfer does not operate to reduce any guarantees that we provide to you under this Services Agreement.

10.2 This Services Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

## **11. Changing of Terms and Conditions and Pricing**

11.1 We reserve the right to change the terms and conditions of this Services Agreement and/or the Services which we provide to you in the event that:

- 11.1.1 Ofcom or any other Competent Authority makes any direction or order recommending or requiring any technical modifications or changes in our trading, operating or business practices or policy; or

11.1.2 we reasonably determine that any technical modifications to the Network or change in our trading, operating or business practices or policy is necessary to maintain the Services which we provide to you.

Such changes will take effect as soon as they appear on the Website.

11.2 We may, at our sole discretion and without prior notice, change or vary any Charges or rates affecting the Services. You may contact our Customer Services department for the most up-to-date rate information for all our Services. We shall also update the Charges or rates affecting the Services on the Website as soon as practicably possible. Any revised Charges made under this clause 11.2 will only apply to any Services you use after the Website has been updated to reflect such revised Charges or we otherwise notify you of such revised Charges.

## **12. Unforeseeable Events**

Neither party is liable for any breach of this Services Agreement (except as regard to your non-payment of Charges) which is caused by something beyond their reasonable control including Acts of God, fire, lightning, extremely severe weather, flood, a national or local emergency, acts of terrorism, explosion, war, military operations, civil disorder, damage to the Network, vandalism, sabotage, industrial disputes or acts of any Competent Authority. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Services Agreement on notice in writing to the other party.

## **13. Entire Agreement and No Representations**

13.1 This Services Agreement represents the entire understanding between the parties in relation to its subject matter and supersedes all agreements and representations made by either party, whether oral or written. Our agents and resellers are not authorised to amend this agreement or to agree any term which is inconsistent with this Services Agreement.

13.2 The parties acknowledge and agree that:

(a) the parties have not been induced to enter into this Services Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Services Agreement the parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Services Agreement and that all other rights and remedies are excluded, except in the case of fraud.

## **14. Severability**

If any provision (or part of a provision) is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Services Agreement shall continue as if the Services Agreement had commenced without that provision (or such part of that provision).

## **15. Waiver**

The failure by either you or us to exercise or enforce any right under this Services Agreement shall not be deemed to be a waiver of such right or to bar the exercise or enforcement of it or any other right.

## **16. Notices**

16.1 Notices given under this Services Agreement should be delivered by hand or by prepaid first class post or electronic mail either:

16.1.1 to Interdirect Tel Limited: at c/o BDO Simpson Xavier, Beaux Lane House, Mercer Street Lower, Dublin 2, D02 DH60, Ireland or support@bossrevolution.co.uk or to any alternative address notified to you (you may also use this address for complaints);

16.1.2 to IDT Retail Europe Limited: at c/o Sable Accounting Ltd., 13th Floor, One Croydon, 12-16 Addiscombe Road, Croydon, CR0 0XT, England or support@bossrevolution.co.uk or to any alternative address notified to you (you may also use this address for complaints); or

16.1.3 to you: at the postal or email addresses specified by you at the time that you applied for your Account or to an alternative address notified to us.

## **17. Intellectual Property**

All of the trademarks, service marks, symbols, logos, and other identifying indicia used by IDT and the intellectual property rights thereto (collectively “Marks”) are the property of IDT or its affiliates and you shall have no right in or to the Marks or any right to use the Marks including any and all Marks associated with the Services and the Website. You are not permitted to commercially resell the Services or to print, produce, sell or distribute anything containing the Marks or to sell or distribute any telecommunication products that use or are associated with the Services.

## **18. Law**

This Services Agreement and any dispute or claim arising under it (including non-contractual disputes) is subject to the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

## **19. 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.