

Terms of Use for Money Remittance Products and Services

Canada

(updated as of August 22, 2022)

1. Introduction

Welcome to Boss Money and Boss Revolution Money Transfer from IDT Payment Services, Inc. (“IDT” or “we” or “us”). We provide our Canadian consumers with the following money remittance products and services (collectively, the “Services”):

- International Money Transfer, which allows Canadian consumers to send money to people in certain international countries (“Money Transfer”)

Some or all of the Services can be accessed through our website at www.bossrevolution.ca (the “Website”) and via your mobile device through our Boss Money and our Boss Revolution Calling apps (collectively, the “App”).

Please read these terms of use carefully as this is a legal agreement between you and IDT governing your purchase and use of the Services, as well as your use of the Website. By purchasing or using any of the Services or accessing the Website or a Service through the App you acknowledge and agree that you have read, understood and have agreed to be bound by these terms of use (collectively, the “User Agreement”). If you have any questions about the User Agreement, you should consult your own lawyer before you purchase or use a Service.

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

- our Privacy Statement, which can be found at www.bossrevolution.ca;
- any license you are required to agree to in order to download, install and use the App;
- any other terms and conditions of a particular Service that are posted on the Website or in the App, including any price or charge for any Service; and
- any disclosures, limitations or other information provided with, or printed on, any materials associated with the Services.

THIS USER AGREEMENT CONTAINS INFORMATION ABOUT YOUR LEGAL RIGHTS AND REQUIRES THAT DISPUTES BE RESOLVED THROUGH ARBITRATION INSTEAD OF A COURT TRIAL. IT ALSO CONTAINS A LIMITATION OF LIABILITY PROVISION. SEE SECTIONS 5.8 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 or App periodically for changes. Your continued use of a Service or the Website following the posting of any changes constitutes acceptance of those changes.

If you do not agree with the terms of this User Agreement, then you should not purchase or use any of the Services or access the Website or a Service through the App. If there is any conflict between

the terms of this User Agreement and the terms contained on the Website, in the App or in any materials regarding any of the Services, then the terms of this User Agreement will control.

This User Agreement governs your purchase and use of a Service whether you used or purchased the Service online at the Website or through the App.

IDT or its affiliates may offer other products or services on the Website or through the App and those other products and services are subject to different terms and conditions, which can be found on the Website or in the App, respectively.

2. Member Profile and Personal Information

2.1 Member Profile. In order to purchase and use any of the Services, whether from the Website or in the App, you must create a Member Profile ("Member Profile"). Your Member Profile may contain your name, email address and mobile number. If you purchase any of the Services from the Website or the App, you will be required to choose a password for your Member Profile and IDT will verify your email address.

2.2 Personal Information and Privacy.

A. Information About You. You agree and confirm that the personal information that you provide to us shall be accurate, current and complete in all respects. You agree to promptly update such information to keep it accurate, current and complete. You give us permission to verify all information you provide, including your email address and credit or debit card information. IDT reserves the right to suspend or terminate your Services if any information provided to us proves to be inaccurate, not current or incomplete.

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

C. Other Information We Collect. We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services), log files, and diagnostic, crash, website, and performance logs and reports. You agree that IDT may collect from you and use technical data and related information, including but not limited to, information about your phone, system and application software that is gathered periodically to facilitate the provision of the Services.

D. How We Use Information. By using a Service you acknowledge that we may use, share and/or disclose your information with our affiliates (both in and outside Canada) and to select third parties for general, operational and administrative purposes. We use and share all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services. You share your information as you use and communicate through our Services, and we share this information with our affiliates and certain third parties to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you. You should also note that our communications with you, including phone conversations and emails, may be monitored and recorded by us for quality assurance or for legal, regulatory or training purposes.

We may contact you during and after the term of your relationship with us in order to administer, evaluate and maintain any Service.

E. Privacy Statement. Any personal data collected shall be subject to the terms of our Privacy Statement, which can be found at www.bossrevolution.ca.

3. IDT's Role in Offering the Services

IDT Payment Services, Inc. is a registered money service business with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) under registration number M21580651 and is the provider of the Services in Canada. The Service is not available in the Province of Quebec. The Services may not be available in all jurisdictions.

4. Money Transfer

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

4.2 Payment. You can purchase and use Money Transfer services on line at the Website and through the App. Minimum transfer amount per transaction is CAD 10. The maximum transfer amount through the Website or the App is up to CAD 2,999 depending on the destination and payor network. Maximum transfer amounts are set by IDT's and its payers' policies. Your payments must be in cash, by credit or debit card or debit of your bank account (or any other form accepted by IDT) and in Canadian dollars. The total due is payable before IDT processes the transaction. If applicable, you authorize us to access, charge, or debit funds from any payment instrument provided in connection with your Money Transfer transaction (a "Payment Instrument") including, for example, your credit card, debit card or bank account. Not all Payment Instruments are available at all times. You represent and warrant that you are the lawful owner of your Payment Instrument. IDT is not responsible for any fees or charges that may be imposed by the financial institution associated with your Payment Instrument. IDT may evaluate the reasonableness of your stated source of funds with respect to any proposed transfer. We do not waive our right to collect the full amount due if your form of payment is cancelled, disabled, discontinued or otherwise dishonored after your purchase.

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

4.4 Transfer Fees. IDT charges a fee for each Money Transfer transaction. Fees may vary by sales channel and location based on a number of factors and are subject to change without prior notice. The amount of the fee for a particular transaction depends on the amount to be transferred, the payout country, the paying agent in the payout destination and the type of delivery service. You can find the fee for a transaction on the Website and in the App. Certain destinations and/or payers may impose taxes, fees, and or tariffs upon the recipient's receipt of, or access to, the funds transferred. You agree that by purchasing Money Transfer services following a change in the fees, you accept such changes.

Transactions not picked up within 90 days of the send date will be assessed a non-refundable administration charge of CAD 2.50 per month from the send date, not to exceed the maximum permitted by law, which will be deducted from the amount sent.

4.5 Available In-Country Payers. The Website and the App have access to the names of the available payer(s) in each available foreign country. Available payers are subject to change without prior notice.

4.6 Currency Exchange. In addition to the transfer fees applicable to a Money Transfer transaction, a currency exchange rate may be applied. Your Canadian dollars will be converted to the applicable foreign currency of the payout country at an exchange rate set by IDT. IDT may make money when it exchanges your Canadian dollars as any difference between the exchange rate given to you and the exchange rate received by IDT will be kept by IDT (and its agents in some cases) in addition to the transfer fees. Subject to applicable law, the actual or estimated currency exchange rate applicable to your transaction will be provided to you on the written disclosures provided to you by IDT in connection with your transaction. The Website and App may be able to tell you the actual or estimated exchange rate for a transaction at the time of your purchase.

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

4.8 Refunds and Errors. Subject to applicable law, you may cancel a Money Transfer transaction for a full refund of the principal amount and fees paid provided that the funds have not been picked up, delivered or deposited by the time IDT receives your cancellation request. To cancel a transaction and receive a refund (if permitted), you should call IDT Customer Service at 800-618-3172, request a cancellation through the App or Website, send a written request to the attention of IDT Customer Service, 520 Broad Street, Newark, New Jersey 07102, United States or email us at moneytransfer@idt.net. All refund requests must be made within 180 days of the date we promised you that the funds would be made available to the designated recipient. In addition, any transaction with a status of unpaid (i.e., not collected or paid to the beneficiary) for any reason after 30 days from the date of the transaction may be automatically cancelled and refunded. Requests for refunds due to error shall be investigated by IDT and IDT shall provide a response to the consumer when the investigation is completed. If no error is found or if the error was committed by you and the transaction is reversed, then you may be charged a fee for reversing the transaction. Refunds for cancelled transactions will not be made until IDT and its correspondent payer confirm that the funds have not been picked up, delivered or deposited. IDT and its agents rely on the information you provide to send money. Eligible refunds will be made within three to seven business days of an approved request to cancel a transaction or automatic cancellation upon confirmation of the network payer and/or availability of the sender. Please review all transaction details for accuracy before completing your transaction. Neither IDT nor the applicable payer is responsible for any error due to incorrect information supplied by the sender to process the Money Transfer transaction. If you used a Payment Instrument to pay for a Money Transfer transaction, then IDT will make every effort not to debit your Payment Instrument after it has received your request for cancellation. However, in some cases, IDT may have initiated an irreversible request for funds from your

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

4.9 Specific Payer Terms. Each payer may have terms and conditions regarding Money Transfer transactions processed by it and the sender and recipient agree to be bound by those terms and conditions. Payer terms and conditions may be more restrictive than these terms and IDT's policies. IDT shall only be liable for the acts and omissions of a payer when that payer is acting on our behalf.

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

5. General Terms for All Services

5.1 Use of Services. IDT grants you a non-exclusive, non-transferable right to use the Services subject to your compliance with this User Agreement. In exchange for your payment, we will provide you a right of use a Service in accordance with this User Agreement subject to availability. We make no representation that any of the Services are available for use in any particular location. To the extent you choose to use a Service, you do so at your own initiative and are responsible for compliance with any applicable laws. We reserve the right to change, suspend, remove, or disable access to any Service at any time without notice or liability. We may also impose limits on the use of or access to any Service without notice or liability. We reserve the right to refuse any order or transaction you place with us. We may, in our sole discretion, limit or cancel transactions on a per person, per household, per telephone number or per order basis. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel a transaction, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the transaction was made. We reserve the right to limit or prohibit transactions that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

5.2 Access. You are responsible for all actions that take place as a result of access to or use of any Service whether the access was made by you or by a third party using the Service.

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

- interfering with our ability to provide the Services to you or to other customers;
- violating applicable law other User Agreement;
- avoiding your obligation to pay for the Services;
- using the Services other than for personal, consumer use;
- intercepting any communication which is not intended for you;

- sending any unsolicited commercial communication; or
- submitting or exposing to any third party any material that infringes any third party's intellectual property rights or violates the rights of any third party, is offensive, defamatory, racist, pornographic, illegal, harmful to minors, indecent or is otherwise objectionable in IDT's sole discretion.

Furthermore, you agree not to use the Services, the Website or the App in any way that: (i) could damage, disable or overburden any IDT server or facility, or the networks connected to any IDT server or facility, (ii) interferes with any other party's use and enjoyment of the Services, or (iii) could damage IDT's business, reputation or employees. You agree not to resell or commercialize any of the Services whether for profit or otherwise.

5.4 Submission of Information to IDT. If you send any messages or post any information to IDT on the Website or App, with or through the Services, through social media third party sites or otherwise provide feedback to IDT, you are granting IDT a royalty-free, world-wide, transferable, sub-licensable, perpetual, irrevocable license to use the information in the course of offering the Services. Furthermore, IDT retains the right to reformat, excerpt, or translate any information or materials submitted by you to IDT. IDT reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in IDT's sole discretion.

5.5 No Warranties. You expressly acknowledge that (a) your use of the Services, the Website, the App and any content therein (collectively, "Content") is at your sole risk and (b) the Services, Website, App and all Content are provided "AS IS" and "AS AVAILABLE" with no warranties of any kind. IDT does not make any warranties, claims or representations to you or to any third party, whether express, implied or statutory, regarding the Services, Website, App, Content, including, without limitation, warranties or conditions of quality, performance, suitability, durability, title, non-infringement, merchantability, completeness of fitness for use for a particular purpose. All such warranties are hereby expressly excluded and disclaimed and you hereby waive and release IDT from all such warranties of any nature. Without limiting the foregoing, IDT makes no warranty or representation that the Services, Website, App, or Content will always be available, accessible, uninterrupted, timely, secure, accurate, complete or error free or free of viruses or other harmful components or that any defects will be corrected. IDT may choose not to provide Services to countries at its sole discretion. We do not authorize anyone, including but not limited to IDT agents and employees, to make any warranties on our behalf and you should not rely on any such statements. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you. For the purposes of this paragraph, "IDT" includes our parent companies, subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees. This provision will continue to remain in force after this User Agreement expires or is otherwise terminated.

IDT will not be liable for any disruption, delays, eavesdropping or other omissions in the Services. IDT takes no responsibility for any disruption, interruption or delay in the Services caused by any failure of or inadequacy in any items over which it has no control.

5.6 Termination of Service. IDT may immediately suspend, cancel, modify or restrict the Services or your use of the Services, all without advance notice or liability, if:

- you violate this User Agreement;
- we reasonably believe that you, or someone else through your Member Profile, is fraudulently or unlawfully using the Services;
- we reasonably believe that you, or someone else through your Member Profile, is abusing the Services, including misuse of service promotions;

- your form of payment for the Services is cancelled, disabled, discontinued or otherwise dishonored after funding;
- IDT needs to perform maintenance on or upgrade the Services, Website, App or the underlying infrastructure that enables you to use the Services, Website or App (you will not be entitled to claim damages for any such suspension or limitation of use); and/or
- there is a determination by any governmental authority that the provision of any of the Services is contrary to any law, rule or regulation.

You hereby agree to pay any and all outstanding charges for the Services and to reimburse us for any reasonable cost we incur in securing your payment, including, but not limited to, attorneys' fees, court fees, and any other collection-related cost. We may impose restrictions on the form of payment you may use and/or may refuse to provide the Services to you, if any of your previous payments have failed to result in IDT's receipt of the entire amount payable to us in connection with such payment.

5.7 Indemnification. You agree to indemnify, release and hold IDT harmless from any and all liabilities, losses, damages or claims of any kind resulting from or arising out of your (a) use of the Services, Website, App and Content other than as a result of our gross negligence, (b) breach of this User Agreement, or (c) violation of another person's or entity's rights. In addition, you agree that IDT shall not be responsible for any third party claims against you that arise from your use of the Services, Website, App and Content and you agree to reimburse IDT for all costs and expenses related to the defense of any such claims, including reasonable attorneys' fees, unless such claims are based upon our willful misconduct or gross negligence. This section will survive the expiration or termination of the User Agreement. 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.

5.8 Limitations of Liability. IDT is not liable to you or to any third party for any costs, liabilities or damages arising either directly or indirectly from any cause, action or claim relating to the Services, Website, App, or Content, including without limitation any personal injury, actual, incidental, consequential, exemplary, punitive, reliance or special damages, or for any claims for loss of revenue, lost profits, lost use, data, or goodwill or for lost business opportunities of any kind or nature whatsoever. These limitations apply even if the damages were foreseeable or we were told that they were possible, and these limitations apply whether the claim is based upon contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. IDT is not liable for failures, outages, interruptions, equipment failures or acts or omissions of third parties regarding or related to the Services. IDT will not be liable for any damages if the Services are interrupted, or if there is a problem with the interconnection of the Services with the service, products or equipment of some other party. This section will survive the expiration or termination of the User Agreement. Because some jurisdictions do not permit these exclusions or limitations, IDT's liability in such jurisdictions shall be limited to the extent permitted by law. 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.

IDT's total liability under Section 4.9 for any acts or omissions of a payer acting on our behalf shall be limited to the principal amount of the transaction involved and any fee paid by you for the transaction.

Notwithstanding anything in this User Agreement to the contrary and should any provision of this User Agreement limiting IDT's liability not be enforced, IDT's total liability to you in connection with this User Agreement shall not exceed in the aggregate the amount paid by you for the applicable Service in the 12 month period immediately prior to the date of the event giving rise to the claim, subject to a maximum of CAD 1,000.00 in all cases.

5.9 Termination. You may terminate your relationship with IDT at any time by ceasing to use Services, Website and App. IDT may terminate its relationship with you, or may terminate or suspend your use of the Services, Website, and/or App at any time if:

- if you violate this User Agreement;
- if we reasonably suspect that you are using the Services, Website, or App to break the law or infringe a third party's rights;
- if we reasonably suspect that you are trying to unfairly exploit or misuse any of our policies;
- if we reasonably suspect that you are using the Services, Website or App fraudulently;
- immediately if required due to a change in any applicable law or by any of IDT's partners; or
- on 30 days' notice.

Upon termination: (a) all licenses and rights to use the Services, Website, and App shall immediately terminate; and (ii) you will immediately cease any and all use of the Services, Website, and App. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this User Agreement for all purposes.

6. General Website and App Terms of Use

6.1 Right to Change. We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Website, App or any Service, content, feature or product offered through the Website or App, with or without notice; charge fees in connection with the use of the Website and/or App; modify and/or waive any fees charged in connection with the Website and/or App; and/or offer opportunities to some or all users of the Website and/or App. You agree that we shall not be liable to you or to any third party for any such actions.

6.2 Rules of User Conduct. You expressly acknowledge and agree not to use the Website or App 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, App or any Service or (b) posting information in or otherwise using any communications service, chat room, virtual television channel, message board, newsgroup, software library, or other interactive service that may be available to you on or through the Website or App, you will not upload, post, or otherwise distribute or facilitate the distribution of any content (including text, communications, software, images, sounds, data, or other information) that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates this User Agreement;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, unsolicited text or SMS messages, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

- contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- impersonates any person or entity, including any employee or representative of IDT.

You also agree that you will not harvest or collect information about the users or members of the Website or App 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 18 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 or App. However, IDT and its agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with the terms of this User Agreement or is otherwise harmful, objectionable, or inaccurate. IDT is not responsible for any failure or delay in removing such content.

6.3 Intellectual Property. The Boss Money and Boss Revolution names and associated logos, the software and technology underlying the Boss Revolution platform, and all registered or unregistered trademarks, service marks, logos, patents, patent applications, proprietary information, registered or unregistered copyrights and all other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with the Services, the App, the Website and the Boss Revolution platform and the products or services now or hereafter owned, created or provided by IDT (collectively, the “IDT IP”), are owned, controlled or licensed by IDT or its affiliates. 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 or its affiliates. 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 Canada and worldwide. One or more patents may apply to the Website, the App or the Services.

6.4 Third Party Sites. The Website and App may produce automated search results or otherwise link you to other sites on the Internet. These other sites are not under the control of IDT or its affiliates and you acknowledge that neither IDT nor its affiliates are responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such other sites. These sites may contain information or material that some people may find inappropriate or offensive. The inclusion of such a link does not imply endorsement of the site by IDT or any association with its operators.

6.5 Procedure for Making Claims of Copyright Infringement. IDT, its subsidiaries and affiliates respect the intellectual property of others, and we ask our content providers and those posting materials to the Website or App to do the same. If you believe that your copyrighted work has been copied and is accessible on the Website or App 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 or App 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 or App can be reached as follows:

IDT Domestic Telecom, Inc.
520 Broad Street
Newark, NJ 07102
United States
Attn: Legal Department
973-438-1000

6.6 User Submissions. IDT is pleased to hear from users and welcomes your comments regarding our Services. Our company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by IDT or its employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example sweepstake entries) or without out a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “Comments”), you agree that IDT may, at any time, without restriction, edit, copy, publish, distribute, translate, display, perform and otherwise use in any medium any Comments. IDT is and shall be under no obligation (a) to maintain any Comments in confidence, (b) to pay compensation for any Comments or (c) to respond to any Comments. IDT has the right but not the obligation to monitor and edit or remove any Comments. You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website or App. 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.

6.7 International Use. IDT makes no representation that materials on the Website or App are appropriate or available for use in locations outside Canada. Accessing such materials from territories where their content is illegal is prohibited. Those who choose to access the Website or App from other locations do so on their own initiative and are responsible for compliance with local laws.

6.8 Termination. IDT reserves the right, in its sole discretion, to terminate a person’s access to all or part of the Website and/or App, 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 any the Services.

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 Services, including without limitation those required by Canadian federal, provincial, territorial or other applicable law; (d) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services; and (e) any other communication related to the Services, a transaction or IDT. Electronic means may include email, SMS/MMS, App to App messages, text, push notification through the App, Website chat with customer service or posting in the App on the Website. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may withdraw your consent to receive all Communications electronically (except for App to App messages from IDT) at any time. In order to withdraw your consent, you must contact us. In order to access and retain Communications, you must have: (i) an Internet browser that supports 128-bit encryption, (ii) a mobile number and the capability to receive messages from or on behalf of IDT, and (iii) a device and data or Internet connection capable of supporting the foregoing.

7.3 Consent to Receive Messages. By using any of the Services, you consent to receive automated or live phone calls, 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, Boss Money or Boss Revolution to you under this User Agreement will be provided by one or more of the following: posting on the Website, a recorded IVR announcement while using a Service, SMS/MMS text, email or a call to a telephone number provided by you. You may contact IDT either by phone or by mail as follows:

IDT Domestic Telecom, Inc.
Boss Revolution Product Team – Money Remittance
520 Broad Street
Newark, NJ 07102
United States
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 laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. This governing law provision applies no matter where you reside, or where you use, purchase or pay for the Services.

7.10 Entire Agreement. This User Agreement constitutes the entire agreement between you and IDT regarding the Services covered hereby, the Website and the App and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral between you and IDT regarding the same. No written or oral statement, advertisement or service or product description not expressly contained in this User Agreement, the Website or in the App will be allowed to contradict, explain, or supplement this User Agreement or any of the Services. Neither you nor IDT is relying on any representations or statements by the other party or any other person that is not included in this User Agreement.

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 and all claims, controversies and disputes between you and IDT of any nature, including without limitation any claim, controversy or dispute arising out of or in any way related to this User Agreement, the Website, the App and/or the Services, and/or any federal, provincial or territorial contract, tort, statutory, regulatory, common law or equitable claim.

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 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, Toronto, Ontario, or any other mutually agreed location. IDT shall pay all of the AAA filing, administration and arbitrator fees up to CAD 10,000. 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 Payment Services, 520 Broad Street, Newark, New Jersey 07102, United States, Attn: 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 in our sole discretion change the terms of this User Agreement or the information on the Website from time to time with or without prior notice. When changes are made we will update the User Agreement on the Website. The Website will be updated on or before the effective date of the change, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. Please review the User Agreement on a regular basis. By continuing to use a Service, the Website or the App after publication of the change, you agree to the change and the updated User Agreement.

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 Services inappropriately, please contact us.