PLEASE READ AND REVIEW THESE TERMS & CONDITIONS CAREFULLY BEFORE
ACCESSING OR USING THE BOSS REVOLUTION RETAILER PORTAL AT
WWW.RETAILERS.BOSSREVOLUTION.COM (THE “PORTAL”). BY USING OR
ACCESSING THE PORTAL, YOU AGREE TO BE BOUND BY THESE TERMS AND
CONDITIONS, AS WELL AS ANY OTHER INFORMATION CONTAINED ON THE
PORTAL (COLLECTIVELY, THE “PORTAL TERMS”). IF YOU DO NOT WISH TO BE
BOUND BY THE PORTAL TERMS, PLEASE DO NOT ACCESS OR USE THE PORTAL.

IDT DOMESTIC TELECOM, INC. (“IDT”) MAY MODIFY THE PORTAL TERMS, AND
SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING TO
THE PORTAL. YOUR CONTINUED ACCESS TO OR USE OF THE PORTAL SHALL BE
DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE PORTAL TERMS AND ANY
MODIFICATIONS THERETO.

IDT MAY MAKE CHANGES TO THE PRODUCTS OR SERVICES PROVIDED OFFERED
ON THE PORTAL AND THE BOSS REVOLUTION CONSUMER WEBSITE
WWW.BOSSREVOLUTION.COM (THE “SITE”) AT ANY TIME WITHOUT NOTICE.

YOU ACKNOWLEDGE THAT THE PORTAL TERMS ARE IN ADDITION TO ANY
OTHER OBLIGATIONS YOU MAY HAVE TO IDT (OR ITS AFFILIATES) PURSUANT TO
ANY WRITTEN AGREEMENT BETWEEN YOU AND IDT (OR ONE OF ITS AFFILIATES).

1. Definitions

The following terms used in this Agreement have the following meanings:

“BR Platform” shall mean IDT’s proprietary Boss Revolution Customer Activation and
Recharge System and related software and technology through which, among other things, (1)
IDT provides Customers with various products, including the BR Pinless Service and (2) a
Retailer can establish and recharge a Customer Account.

“BR Pinless Service” shall mean IDT’s proprietary, pin-less, rechargeable
telecommunication service for use with landline and wireless phones, which enables Customers
to make domestic and international calls.

“Commissions” shall mean the commission and/or discount amounts (if any) explicitly
set forth on the Portal which Retailer may earn or receive based upon the sale of a Product to a
Customer.

“Customer” shall mean an end-user of a Product who purchased the Product from a
Retailer.

“Customer Account” shall mean an account associated with the Customer Number of the
phone from which a Customer has elected to utilize a Product.

“Customer Number” shall mean the ten digit unique account number established by IDT
that corresponds to a Customer’s mobile or landline phone number that a Customer registers upon
establishing a Customer Account.
“Customer Payment” shall mean the amount Customer remits to a Retailer or IDT to purchase a Product or to fund or recharge a Customer Account.

“Product(s)” shall mean all products and services offered, distributed and/or sold to Customers by a Retailer via the Portal, including without limitation the BR Pinless Service.

“Retailer” shall mean the person or entity that establishes a Retailer Account with IDT or an authorized Boss Revolution distributor and thereafter sells Products directly to Customers.

“Retailer Account” shall mean an account established by IDT identifying a Retailer for purposes of directing Commissions, monitoring and managing Product sales activity and transferring Purchased Capacity (as defined in Section 2.1) to Customer Accounts.

2. **Retailer Obligations**

2.1 **Purchased Capacity.** Retailer acknowledges that all amounts paid or funded by Retailer (or any distributor) into its Retailer Account (“Purchased Capacity”) are payments made by Retailer to IDT for access to capacity for the Products on the BR Platform for resale by Retailer to Customers. Title to the Purchased Capacity transfers to IDT upon payment and may not be returned or refunded to Retailer. Retailer agrees that any Purchased Capacity not used by Retailer (i.e., not resold to Customers) shall remain the property of IDT.

2.2 **Promote Products.** Retailer agrees to promote, advertise, distribute and sell the Products to Customers and to collect money from Customers on behalf of IDT for purchasing the Products.

2.3 **IDT Policy.** Retailer agrees to follow all applicable policies and procedures posted on the Portal or otherwise conveyed to it by IDT. Retailer further agrees to only utilize the consumer scripts, disclosures, advertising materials and other oral or written disclosure materials provided to it by IDT when offering and distributing the Products to Customers in order to provide Customers with necessary information about the Products.

2.4 **Customers.** Retailer acknowledges that all Customers are customers of IDT and that IDT is the sole party authorized to provide the BR Pinless Service to Customers.

2.5 **Breach or Fraud by Retailer.** Retailer will not, and shall use its best efforts to ensure that its employees and agents do not, use the Portal, the BR Platform or the Products for any unlawful, abusive or fraudulent purpose. Retailer is responsible for all acts and omissions in, under or related to its Retailer Account (including, but not limited to, fraud, excessive chargebacks and overdrafts). Retailer shall not disparage or make false representations about the Products or IDT.

2.6 **Taxes.** Retailer is responsible for all applicable taxes (including collecting sales tax), duties and fees that are levied in connection with the performance of its obligations hereunder (other than any taxes on IDT’s income) and IDT shall have no liability therefor.

2.7 **Penalties.** IDT shall have the right to impose one or more of the following penalties on a Retailer for any violation of the Portal Terms:

   a) cease or suspend the Retailer’s Commission payments (if any);
b) forfeiture of any of the Retailer’s accrued Commissions (if any);

c) revise the Retailer’s Commission structure;

d) remove Customers credited to the Retailer;

e) charge and deduct any amounts owed to IDT; from the Retailer Account; and

f) close the Retailer’s Retailer Account.

2.8 Activation and Deactivation. IDT reserves the right to deactivate Customer Accounts or Products if it determines, in its sole discretion, that Retailer or a Customer is actually or allegedly engaged in activities that are illegal or fraudulent or which may be harmful to IDT or its affiliates, or for non-payment. Any such deactivation of Products shall not entitle any third party to any refund and all Commissions paid or payable to Retailer in connection with such Customer Account shall be forfeited and/or returned by Retailer to IDT as applicable.

2.9 Retailer Accounts. IDT shall establish a Retailer Account on the Portal for Retailer. The Transaction History on the Portal shall constitute an invoice for each Product resold to a Customer by Retailer via the Portal through the Retailer Account, including all transactions for which the Retailer is entitled to a Commission as applicable. In order for Retailer to pay by ACH Retailer is required to access the ACH Link page on the Portal, agree to the ACH terms and conditions on that page and provide IDT with relevant bank account information as well as authorize IDT to ACH the Retailer’s bank account. Transaction statements and invoices are accessible via the My Transactions page on the Portal.

2.10 Disputes. Any dispute regarding amounts due and owing must be brought to IDT’s attention within thirty (30) days of the posting of the relevant transaction entry on the Portal. IDT reserves the right to utilize any credit card information a Retailer provides to satisfy any outstanding amounts due and owing from Retailer, including without limitation the return of Commissions.

2.11 Access to Retailer Account. Each Retailer is responsible for any transactions that are made via its Retailer Account including by anyone Retailer authorizes to utilize its Retailer Account or by anyone who accesses its Retailer Account as a result of Retailer’s failure to properly restrict access. A Retailer may restrict access to its Retailer Account in its discretion by accessing the Manage Access (or similar) page on the Portal. Retailer must safeguard its Portal security code and login credentials and provide its security code and login credentials only to authorized personnel. IDT may access a Retailer Account to fix, repair or maintain the account or to review any claim made by the Retailer.

2.12 Payments. If a Retailer fails to pay IDT any amount when due, then IDT shall have the rights and remedies available it under these Portal Terms and/or applicable law, including without limitation to demand payment in cash before processing any further Customer or Retailer transactions. Net overdue amounts shall be subject to a late payment charge of up to 1.5% per month, provided that such charge shall not exceed the maximum amount permitted by law.
2.13 **Consent to Receive SMS and Email.** By using the Portal, Retailer consents to receive SMS text and/or email messages from IDT and its affiliates regarding its Retailer Account and special offers. This consent is specific to the phone number(s) Retailer provides to open a Retailer Account. Message and data rates may apply when you receive SMS or text messages on a mobile phone. Retailer may refuse to consent to receive calls and texts from IDT and its affiliates that require its consent, including autodailed, pre-recorded or artificial voice telemarketing calls. Retailer may also withdraw its previously given consent to receive such calls and texts. Retailer’s ability to manage its Retailer Account could be limited if Retailer withdraws its consent to receive these messages.

3. **Personal Information**

Retailer acknowledges that it will be in possession of certain of proprietary and personal information of the Customers. Retailer and its employees and agents are responsible for safeguarding this personal information in a manner consistent with any and all state and federal laws governing the personal information of a Customer or any third-party recipient of the Products purchased by Customer, including any obligations imposed under any applicable state or federal privacy laws and any rules promulgated by an agency having jurisdiction over the Retailer’s activities. Similarly, Retailer shall comply with any and all corporate policies of IDT related to the safeguarding of Customer information. In no circumstance shall Retailer facilitate access to this personal information through the Portal by anyone other than Retailer. Retailer shall not use Customer information in any manner not related to the Products. In the event that Retailer becomes aware of any unauthorized access to Customer information, Retailer shall immediately report this access to IDT and comply with any and all state and federal laws regarding notification to a Customer regarding such unauthorized access.

4. **Protection of Products**

Retailer is solely responsible for the protection of Products that have been received by Retailer, including point of sale activation Products distributed to, or activated at, Retailer locations by Retailer. In the event that such Products are stolen or compromised, Retailer will notify IDT immediately. Retailer shall store Products with all reasonable and due care and in accordance with any instructions provided by IDT.

5. **Event of Termination**

In addition to the remedies provided for in these Portal Terms and applicable law, if a Retailer breaches these Portal Terms or the terms of its agreement with IDT and the Retailer’s relationship (or agreement) with IDT is terminated, any and all Commissions otherwise payable to Retailer, shall immediately cease to be payable on a going forward basis.

6. **Commissions**

6.1 **Commissions for Products.** The Commission payable (if any) for each Product can be located on the Retailer’s My Products Commissions page on the Portal. IDT reserves the right to change the Commission for any Product without notice and such changes shall be effective upon IDT posting the revised Commission on the Portal. The Commissions posted on the Portal supersede (i) any written agreement or other arrangement between Retailer and IDT regarding the Products and (ii) any representations made by IDT personnel regarding Commissions for the Products. By selling a Product Retailer agrees to the Commission for such
6.2 Commission Payments. Commissions are paid based on the resale of a Product to a Customer by Retailer. Retailer acknowledges that all Commissions are additional compensation to Retailer for continuously meeting its obligations under the Portal Terms. All Commissions owed to Retailer shall be payable as balance to the Retailer Account and shall be entered as a credit in the Retailer’s Transaction History on the Portal. IDT shall stop paying Commissions if Retailer has no sales of Products to Customers for 12 months or breaches any of its obligations under the Portal Terms.

7. Representations & Warranties

Retailer represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was formed; (b) it has all requisite organizational power and authority to perform its obligations hereunder; (c) it will comply with all applicable federal, state and local laws, rules and regulations; (d) it will use commercially reasonable efforts to eliminate any fraudulent activity in connection with the sale of the Products or the establishment of Customer Accounts which comes to its attention and will notify IDT of such fraudulent activity promptly; (e) it will not mischaracterize the Products or otherwise fraudulently depict or market the Products; and (f) it will not infringe any patent, copyright, trademark or other similar proprietary right of IDT or any third party in connection with the sale and distribution of the Products.

8. Limitation of Liability

8.1 IDT OPERATES THE PORTAL TO PROVIDE RETAILER WITH ONLINE ACCESS TO THE PRODUCTS. IDT MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED ON THE PORTAL OR THE SITE. ALL SUCH INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

8.2 IDT HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PORTAL, THE BR PLATFORM, THE SITE AND THE PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IDT NEITHER MAKES NOR IMPLIES A WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE INFORMATION PROVIDED ON THE PORTAL OR THE BR PLATFORM. IDT DISCLAIMS ALL LIABILITY FOR TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, OR OTHER ERRORS OR OMISSIONS CONTAINED WITHIN THE PORTAL, THE BR PLATFORM AND THE SITE. IDT DOES NOT WARRANT THAT THE PORTAL, BR PLATFORM, SITE OR THE SERVERS UNDERLYING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR THAT THE ACCESS TO THE PORTAL, BR PLATFORM OR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND IDT ASSUMES NO RESPONSIBILITY FOR ANY AND ALL DAMAGE CAUSED THEREBY. BY PROCEEDING TO ACCESS THE PORTAL, BR PLATFORM OR SITE, RETAILER HEREBY ASSUMES THE ENTIRE RISK OF RELYING UPON THE INFORMATION PROVIDED HEREIN.

8.3 IDT is not liable to Retailer 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 Portal, the BR Platform, the Site, the Products or any content on the Portal, BR Platform or Site.
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 IDT was 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 any Portal failures, or the inability to use the Portal, outages or interruptions or equipment failures or acts or omissions of third parties. IDT will not be liable for any damages if the Retailer’s access to the Portal is interrupted, or if there is a problem with the interconnection or equipment of some other party. For the purposes of this paragraph, “IDT” includes our parent companies, subsidiary companies and affiliated legal entities, and all their directors, officers, agents, licensors and employees. Notwithstanding anything in the Portal Terms to the contrary and should any provision in the Portal Terms limiting IDT’s liability not be enforced, IDT’s total liability to Retailer in connection with the Portal Terms shall not exceed in the aggregate the amount paid by the Retailer to IDT for Products in the 12 month period immediately prior to the date of the event giving rise to the claim, subject to a maximum of $1,000.00 in all cases.

9. Third Party Products and Linked Sites

9.1 Retailer acknowledges that some of the Products available on the Portal and the Site are provided by third parties, including without limitation domestic mobile top-up and international mobile top-up (collectively, “Third Party Products”). The Third Party Products, as well as the telecommunication and other services underlying the Third Party Products, are provided by third party companies and operators in various countries that are not affiliated with IDT (collectively, “Third Party Operators”). Retailer acknowledges that IDT merely distributes the Third Party Products.

9.2 IDT makes no representation that the Third Party Products are available for use in any particular location. IDT reserves the right to remove or add any Third Party Products at any time without notice.

9.3 The terms of use, charges, fees, taxes, credits and expiration policies for the Third Party Products 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 will not be liable for any disruption, delay or other omissions in the telecommunication and other services underlying the Third Party Products.

9.4 All purchases of Third Party Products from the Portal or Site are final and may not be exchanged, canceled or refunded, except by the applicable Third Party Operator.

9.5 Retailer expressly acknowledges that the Third Party Products 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 Third Party Products and the telecommunication services underlying them, 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.

9.6 The Portal may contain links to third party web sites (the “Linked Sites”). The Linked Sites are not under IDT’s control and IDT is not responsible for the content of any Linked Site, whether or not IDT is affiliated with the sponsor of the Linked Site. Retailer is responsible for reading and following the terms of use and privacy policy of any Linked Site.
9.7 IDT is not responsible for any transmission or products received from any linked site, nor is IDT responsible if the linked site or any product featured on the linked site is not functioning, is damaged or is unavailable. IDT shall not be responsible for slower access speeds while linking to or visiting third party sites (access speeds may vary), any delivery of and payment for goods and services, any warranties or any other terms of use for a linked site or linked site product, are strictly between you and the third party, and IDT is not responsible for any transaction between you and a third party. IDT does not guarantee that the linked sites are suitable for all viewers, therefore viewer discretion is advised.

10. Indemnification

Retailer agrees to hold IDT, its parent entities, subsidiaries and affiliates and their respective officers, directors and employees (collectively, the "Indemnified Parties") harmless from any claims, demands, liabilities, losses, damages, judgments or expenses (including reasonable attorneys’ fees and expenses) which result from or arise in connection with (a) Retailer’s use of the Portal or its Retailer Account, (b) Retailer’s breach of the Portal Terms, (c) any claim against any of the Indemnified Parties by a third party (including any governmental or administrative agency) alleging that any marketing, business, distribution or other activity by Retailer relating to the Products involves fraud, false or misleading advertising, regulatory noncompliance, misrepresentation, theft or any illegal or deceptive conduct, (d) any improper use of IDT’s trademark, service marks or other intellectual property or (e) violation of another person’s or entity’s rights.

11. Choice of Law; Waiver of Jury Trial

These Portal Terms shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any conflict of law principles thereof which might require the application of the law of another jurisdiction. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of, in connection with, or in relation to this agreement, or the breach thereof, shall be only in the state or federal courts located in Essex County, New Jersey. Retailer consents to said jurisdiction and venue in the courts of New Jersey and waives any objections as to personal jurisdiction with respect thereto. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PORTAL TERMS, THE RELATIONSHIP OF THE PARTIES, AND/OR ANY CLAIM OR DAMAGE RELATED THERETO.

12. Portal and Site Use

12.1 Retailer may only use the Portal, the Site and the information, images and/or other content on the Portal or Site (collectively, the "Content") solely for its activities as authorized hereunder. IDT reserves complete title and full intellectual property rights in the Portal, the BR platform, the Site, the BR Pinless Service and all content. Except as expressly authorized, Retailer may not use, alter, copy, distribute, transmit, or derive another
WORK FROM ANY CONTENT OBTAINED FROM THE PORTAL OR SITE. THE PORTAL, SITE, BR PLATFORM AND THE CONTENT ARE PROTECTED BY U.S. AND/OR FOREIGN COPYRIGHT LAWS, AND BELONG TO IDT OR ITS PARTNERS, AFFILIATES, CONTRIBUTORS OR THIRD PARTIES. THE COPYRIGHTS IN THE CONTENT ARE OWNED BY IDT OR OTHER COPYRIGHT OWNERS WHO HAVE AUTHORIZED THEIR USE ON THE SITE. RETAILER MAY NOT MANIPULATE OR ALTER IN ANY WAY THE CONTENT. RETAILER IS PROHIBITED FROM USING ANY OF THE MARKS OR LOGOS APPEARING THROUGHOUT THE PORTAL OR SITE WITHOUT PERMISSION FROM THE TRADEMARK OWNER, EXCEPT AS PERMITTED BY APPLICABLE LAW.

12.2 Retailer and its employees and agents shall not upload, post, or otherwise distribute or facilitate the distribution of any content via the Portal or the Site that is unlawful, abusive, fraudulent, infringes any proprietary right of any party, constitutes unsolicited advertising or messaging, contains viruses, and/or impersonates any person or entity.

13. Translation

For your convenience, IDT may provide you with a translation of the English language version of the Portal Terms. 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. Any translation provided may not accurately represent the information in the original English version.