

**BOSS REVOLUTION RETAILER PORTAL
TERMS & CONDITIONS**

(last revised October 27, 2020)

PLEASE READ AND REVIEW THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE BOSS REVOLUTION RETAILER PORTAL AT WWW.BOSSREVOLUTION.COM/RETAILERS (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 ON THE PORTAL AND THE BOSS REVOLUTION CONSUMER WEBSITE WWW.BOSSREVOLUTION.COM (THE “SITE”) AT ANY TIME WITHOUT PRIOR 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.

“Discounts” shall mean the discount amounts (if any) explicitly set forth on the Portal that Retailer may receive based upon a balance transfer 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 Discounts, 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 receipt and will 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, including through the Portal, 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 Discounts (if any);
- b) forfeiture of any of the Retailer's accrued Discounts (if any);
- c) revise the Retailer's Discount 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 any Retailer Account, Customer Account and/or Product if it determines, in its sole discretion, that a 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 of a Product or any other product or service provided by IDT or its affiliates. Any such deactivation of a Product shall not entitle any third party to any refund and all Discounts 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. 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 any Discount.

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 the 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 Inactivity. IDT reserves the right to deactivate any Retailer Account that has no Product sales or balance transfers to Customers within the previous 365 days. If such a deactivation occurs, then all access to the Portal and all Discounts shall immediately cease and all currently payable, future and unclaimed Discounts will be forfeited.

2.14 Consent to Receive SMS and Email. By using the Portal, Retailer consents to receive automated or live phone calls, SMS or text messages, 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 autodialed, 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.

2.15 Electronic Communications. Unless otherwise required by applicable law, Retailer authorizes IDT to send or provide the following categories of information ("Communications") by electronic means and not in paper format: (a) these terms and conditions and any amendments, modifications or supplements to it; (b) Retailer Account records; (c) any initial, periodic or other disclosures or notices provided in connection with the Products, including without limitation those required by U.S. federal, state or other applicable law; (d) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Products; and (e) any other communication related to the Portal, the Retailer Account or a transaction. Electronic means may include email, SMS/MMS, text, or posting on the Portal. Message and data rates may apply when you receive SMS/MMS or texts on your mobile phone. Retailer may withdraw its consent to receive all Communications electronically at any time. In order to withdraw your consent, Retailer must contact IDT. In order to access and retain Communications, Retailer 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.

3. Personal Information

Retailer acknowledges that it will collect on behalf of IDT and be in possession of certain personal information of the Customers. Retailer agrees to collect, use and protect the Customer personal information in accordance with applicable law and the Portal Terms. Retailer and its employees and agents are responsible for collecting, using and 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 collection, use and safeguarding of Customer personal information. Retailer may only collect, use, disclose, and otherwise process Customer personal information in order to fulfill its obligations to IDT per the Portal Terms and on IDT's behalf, and for no other purposes. Further, in no event can Retailer attempt to link, identify, or otherwise create a relationship between the Customer personal information and non-personal information or any other data without the prior written authorization of IDT. Retailer may not sell or disclose the Customer personal information to any third party for any purpose whatsoever, including a commercial purpose. In no circumstance shall Retailer facilitate access to Customer 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 personal 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.

Upon written request of IDT, Retailer will assist IDT in complying with its obligations under any applicable law to respond to Customer requests to access or delete Customer personal information. In addition, Retailer agrees to promptly notify IDT by sending an email to cepa@idt.net should any Customer attempt to exercise any of his/her rights with respect to his/her personal information.

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 the Portal Terms and applicable law, if a Retailer breaches the Portal Terms or the terms of its agreement with IDT and the Retailer's relationship or agreement with IDT is terminated, then all currently payable, future and unclaimed Discounts will be forfeited.

6. Discounts

6.1 Discounts. Discounts (if any) are located on the Retailer's My Products Discount page on the Portal. IDT reserves the right to change the Discounts without prior notice and such changes shall be effective upon IDT posting the revised Discount on the Portal. The Discounts 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 Discounts. The applicable Discount is the Discount posted on the Portal at the time of the balance transfer.

6.2 Discount Events. Discounts may be available for balance transfers. Retailer acknowledges that Discounts are provided to Retailer for continuously meeting its obligations under the Portal Terms. All Discounts owed to Retailer shall be provided 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 providing Discounts to a Retailer if the Retailer has no Product sales or balance transfers to Customers during the prior 365 days or breaches any of its obligations under the Portal Terms.

7. Representations and 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. Arbitration

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.

Retailer and IDT agree to waive their 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. Retailer 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 the Portal Terms as a court would. The term dispute shall mean any and all claims, controversies and disputes between Retailer and IDT of any nature, including without limitation any claim, controversy or dispute arising out of or in any way related to the Portal Terms, the Site, and/or the Products, and/or any federal or state contract, tort, statutory, regulatory, common law or equitable claim. Either Retailer 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 the Portal Terms. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879. Retailer may choose to have the arbitration conducted by telephone, based solely on written submissions, or in person in Newark, New Jersey, Los Angeles, California or any other mutually agreed location. IDT shall pay all of the AAA filing, administration and arbitrator fees up to \$2,000. Thereafter, IDT and Retailer will divide equally all such fees and expenses of the arbitration. IDT shall not pay Retailer’s travel expenses or Retailer’s costs in preparing and presenting Retailer’s case, including Retailer’s 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. Retailer agrees to waive its right to consolidate its dispute with the disputes or claims of other Retailers. Retailer agrees to waive its right to bring a dispute as a class action or as a private attorney general, and Retailer agrees to waive its 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 Retailer or IDT may bring suit in court to enjoin infringement or other misuse of intellectual property rights. **Retailer can opt out of the provisions of this Section by sending a letter via overnight mail to IDT Domestic Telecom, 520 Broad Street, Newark, New Jersey 07102, Attn: Boss Revolution 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.

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. Miscellaneous

13.1 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.

13.2 Waiver. The failure by IDT to exercise, or delay in exercising, a legal right or remedy provided by the Portal Terms or by law shall not constitute a waiver of IDT’s right or remedy. If IDT waives a breach of the Portal Terms, the waiver shall not operate as a waiver of a subsequent breach.