

Boss Revolution Money Application License

Welcome to the Boss Revolution[®] Money Application (the “App”) from IDT Payment Services, Inc. and IDT Payment Services of New York, LLC (collectively, “IDT” or “we” or “us”). Through the App we offer our U.S. customers the ability to send money to or top-up the mobile phone of people in certain countries or to purchase an electronic gift card. IDT provides the App to you subject to the following License. Please read this License carefully as this is a legal agreement between you and IDT governing your use of the App.

1. Available Products and Services

1.1 Our Services. Through the App IDT or our affiliates offers our U.S. customers the ability to access and use the following products and services (each a “Service” and collectively, the “Services”):

- IDT’s Money Transfer service which allows U.S. consumers to send money to people in certain international countries (“Money Transfer”);
- International Mobile Top Up which allows U.S. consumers to recharge the airtime of a mobile phone of certain international third party providers in certain international countries (“IMTU”);
- Domestic Mobile Top Up which allows U.S. consumers to recharge the airtime of a mobile phone of certain U.S. domestic third party providers (“DMTU”); and
- Domestic e-gift cards which allow U.S. consumers to purchase and send a virtual, electronic gift card issued from a wide range of popular U.S. merchants (“E-Gift Cards”).

1.2 Availability. The Services are only available for purchase in the United States.

1.3 Role. IDT Payment Services, Inc. is a licensed money transmitter and is the provider of Money Transfer in all states in which it is licensed. IDT Payment Services of New York LLC is the provider of Money Transfer in the State of New York and is licensed as a Money Transmitter by the New York State Department of Financial Services. IMTU, DMTU and E-Gift Cards are distributed and processed by IDT Domestic Telecom, Inc. IMTU, DMTU and E-Gift Cards services are provided by Third Party Operators (as defined in Section 5.4). In particular, (a) the telecommunication services underlying IMTU and DMTU are provided by third party carriers, and (b) the gift cards offered under the E-Gift Card service are issued by the applicable merchants. See Section 5.4 for additional terms. Certain Services may not be available in all jurisdictions.

2. Acceptance of Terms

2.1 Using the App. This License applies to your use of the App and you must agree to this License in order to use the App or any Service through the App. By accessing the App, or using any Service through the App, you acknowledge that you have read, understood and have agreed to be bound by this License, including any future modifications. If you do not agree with this License, then you should not access or use the App or use any Service through the App.

2.2 Information Posted in the App. Your use of the App is also subject to any disclosures, limitations, terms and conditions regarding the use of a Service that are posted in the App, including any price or charge for a Service.

2.3 Specific Service Terms. When you use a particular Service through the App you will also be subject to the terms, conditions and agreements applicable to that specific Service, including all applicable Terms of Use and Privacy Statements/Policies (collectively, “Service Terms”). Many important terms and conditions related to a Service and your rights are contained in the Service Terms. By using a Service through the App you agree to comply with the Service Terms. The Service Terms can be found by using the links below.

Money Transfer Terms of Use: <https://www.bossrevolution.com/terms>

Money Transfer Privacy Statement: <https://www.bossrevolution.com/services/money-transfer>

IMTU/DMTU Terms of Use: <https://www.bossrevolution.com/terms>

IMTU/DMTU Privacy Policy: <https://www.bossrevolution.com/privacy-policy>

E-Gift Cards Terms of Use: <https://www.bossrevolution.com/terms>

E-Gift Cards Privacy Policy: <https://www.bossrevolution.com/privacy-policy>

Texas Consumer Disclosures: <https://www.bossrevolution.com/services/money-transfer>

IDT Payment Services, Inc. State Licenses and Disclosures:
<https://www.bossrevolution.com/services/money-transfer>

IDT Payment Services of New York, LLC State Licenses and Disclosures:
<https://www.bossrevolution.com/services/money-transfer>

3. Registration and Privacy

3.1 Member Profile. In order to use any of the Services you must register with IDT and create a Boss Revolution Member Profile (“Member Profile”). Your Member Profile must contain your name, email address and mobile number.

3.2 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 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 use of the App and the Services if any information provided to us proves to be inaccurate, not current or incomplete.

B. Information You Provide. You provide your mobile phone number to us to use the App. You provide and we collect the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. You confirm you are authorized to provide us such numbers. You may provide us with information

related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support.

C. Other Information We Collect. We collect from you technical data and related information, including but not limited to, information about your mobile device, system and application software that is gathered periodically to facilitate our provision of the App, Services, software updates and service support. 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. We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. Certain of the Services, including Money Transfer, require your device's location features to be turned on.

D. How We Use Information. By using the App you acknowledge that we may use, share and/or disclose your information with our affiliates (both in and outside the United States) 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.

E. Your Privacy Policy. Any personal data collected shall be subject to the terms of the Privacy Statement/Policy applicable to you, which can be found at the applicable Service Terms link listed in Section 2.3 above.

4. Use of App

4.1 License. The App is licensed, not sold, to you for use only under this License. Subject to your compliance with this License, you are granted a limited, non-exclusive, non-sub licensable, non-transferable license to download, install and personally use the App on a mobile device that you own or control (a "Device"). This license does not allow you to use the App on any mobile device that you do not own or control, and you may not distribute or make the App available over a network. If you have the App on multiple Devices, you can only access our platform from one such Device at a time. The terms of this license will govern any upgrades, improvements, modifications, fixes, updates and future versions provided by us unless accompanied by a separate license. IDT reserves all rights not expressly granted to you.

4.2 Restrictions. You agree that the App is for your personal use with your Devices only. You agree not to:

- (a) rent, lease, lend, sell, sublicense, export, distribute or transfer the App to any third party;
- (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App or any part thereof;

- (c) remove, obscure or alter any copyright notices or other proprietary notices included in the App;
- (d) use the App or the Services in violation of this License, the applicable Service Terms, or applicable law;
- (e) use the App or the Services other than for personal, non-commercial use;
- (f) use the App or the Services to send any unsolicited communications or any communication not permitted by applicable law;
- (g) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the App or the Services;
- (h) use the App or Services to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party;
- (g) use the App or the Services to submit or expose any third party to any material that infringes any third party's intellectual property rights or violates the rights of any third party, or is offensive, defamatory, racist, pornographic, illegal, harmful to minors, indecent or is otherwise objectionable in IDT's sole discretion;
- (h) use the App or the Services 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 App or Services, or (iii) could damage IDT's business, reputation or employees;
- (i) use the App or Services fraudulently, abuse the App or Services or unfairly exploit or misuse any of our policies;
- (j) intercept or monitor, damage or modify any communication which is not intended for you;
- (k) use the App or the Services to collect or harvest any personally identifiable information, including account names; or
- (l) use the App or the Services to provide commercial products or services to third parties (the foregoing shall not preclude you using the App and the Services for your own business communications subject to this License).

4.3 Termination of License. The License is effective until terminated by IDT or you. We will terminate your rights under this License without notice if you fail to comply with this License or the applicable Service Terms. Upon termination of the License, you shall cease all use of the App and any Services through the App. You may terminate your relationship with IDT at any time and without recourse to the courts by ceasing to use the App and the Services and cancelling any recurring payments.

4.4 Updates. IDT may automatically check your version of the App and may update the App, but has no obligation to do so. We may alert you that updates to the App are available and you may be required to update or upgrade your version of the App (or install a new version) and/or enter into an updated version of this License to be able to use the App and the Services through the App or otherwise

take advantage of any features or updates to the App. Updates may be required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions.

4.5 Suspension and Maintenance. From time to time, IDT may need to perform maintenance on or upgrade the App, the Services or the underlying infrastructure that enables you to use the App and the Services. This may require IDT to temporarily suspend or limit your use of some or all of the App or Services until such time as this maintenance and/or upgrade can be completed. You will not be entitled to claim damages for such suspension or limitation of use.

4.6 Use of the Services. IDT grants you a non-exclusive, non-transferable right to use the Services through the App subject to availability and your compliance with this License and the applicable Service Terms. We make no representation that any of the Services are available for use in any particular location. To the extent you choose to access 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 in accordance with applicable law. We may also impose limits on the use of or access to any Service without notice or liability.

4.7 Your Devices. You are responsible for all actions that take place with your Devices as a result of access to or use of the App whether the access was made by you or by a third party using your Device. If your Device is stolen or if you become aware of unauthorized use of any Service through the App you must notify us immediately to suspend the Service. You are responsible for all usage of the Services and charges until the Service is suspended. You are responsible for preventing the unauthorized use of the App and Services from your Devices, and you are responsible for any authorized or unauthorized use thereof.

4.8 Intellectual Property. The Boss Revolution name 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 App, the Services, 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, IDT Domestic Telecom or their affiliates. Unless otherwise noted, the App and all materials 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 “App Contents”), are owned, controlled or licensed by IDT or its affiliates. You have no rights in or to the IDT IP or the App Content and you may not use the IDT IP or the App 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 App Content. The IDT IP and the App Content are intended to promote IDT’s products and services available.

4.9 Patents. The App, the systems and methods that it accesses, and/or the related services provided by IDT are covered by one or more patents or patents pending, including, without limitation, 6,701,365, 6,594,254, 6,513,066, 6,347,085, 6,226,678, 6,185,184, 6,131,121, 6,108,704, and 6,009,469. All right, title and interest (including but not limited to copyright, patent, trade secret, service mark and all other intellectual property and proprietary rights worldwide) in and to the App (including but not limited to any hardware, software, computer code, graphics, images, photographs, animations, sounds, video, audio, music, multimedia, and text incorporated into the App software and documentation), and any other component of the App or documentation, are owned or licensed by IDT, IDT Domestic Telecom or their affiliates and are covered by various worldwide patents and patent applications that are the legal property of IDT or its affiliates.

4.10 Lawful Use. The Services are only available for purchase in the United States. It is your responsibility to ensure that you are legally allowed to use the App and the Services and you hereby agree to use the App and the Services in accordance with all applicable laws. You may not export the App except as authorized by United States law. Accessing the App or the Services from outside the United States is prohibited. You cannot use or access the App or the Services if you are not: (a) lawfully entitled to use the App and Services in the country in which you may be located or in which you may reside at the time of your use, or (b) capable of forming a binding legal agreement with IDT.

5. General Provisions

5.1 No Warranties. The App and the Services and all information, content and material included in or made available to you through the App are provided by IDT “AS IS” and “AS AVAILABLE” with no warranties of any kind. You expressly agree that your use of the App and the Services through the App is at your sole risk. IDT does not make any warranties, claims or representations to you or to any third party, whether express, implied or statutory, regarding the App (or any content therein), the Services, the network services underlying the Services or any IDT product associated with the Services, 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 App or the Services 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 the App or particular Services in/to certain states within the United States or other countries in its sole discretion. IDT does not provide the connection from your Device to our network. 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 License expires or is terminated.

5.2 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 App or the Services through the App other than as a result of our gross negligence, (b) breach of this License, 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 App 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 this License. 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. **New Jersey consumers and prospective consumers: this section is unenforceable or inapplicable to you.**

5.3 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 App, the Services or the telecommunication services underlying the Services, 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 App or Services. IDT will not be liable for any damages if the network services underlying the Services are interrupted, or if there is a problem with the interconnection of the App or the Services with the service, products or equipment of some other party. This section will survive the expiration or termination of this License. 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. **New Jersey consumers and prospective consumers: this section is unenforceable or inapplicable 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. Notwithstanding anything in this License to the contrary and should any provision of this License limiting IDT's liability not be enforced, IDT's total liability to you in connection with this License shall not exceed in the aggregate the amount paid by you for the Services 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.

5.4 Third Party Products. From time to time, IDT or IDT Domestic Telecom may offer, advertise and/or distribute through the App certain products and services ("Third Party Services") that are provided by third party companies, issuers and operators in various countries who are not affiliated with IDT (collectively, "Third Party Operators"). IDT only offers, advertises and/or distributes the Third Party Services. The underlying terms of use, charges, fees, taxes, credits and expiration policies for the Third Party Services are established and provided by the Third Party Operators. IDT shall not be liable for the acts or omissions of the Third Party Operators. IDT will not be liable for any disruption, delay or other omissions in the network and other services underlying the Third Party Services. All purchases of Third Party Services through the App are final and may not be exchanged, canceled or refunded, except as required by applicable law or by the applicable Third Party Operator.

5.5 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 License 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 App or Services, including those required by applicable law; (d) any customer service communications; and (e) any other communication related to the App, the Services, a transaction or IDT. Electronic means may include email, SMS/MMS, in-App messages including push notifications, text, website chat with customer service, or posting in the App. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may withdraw your consent to receive all Communications electronically (except for in-App messages from IDT) at any time. In order to withdraw your consent, you can change the settings in the App or 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.

5.6 Consent to Receive Messages. Subject to your applicable Service Terms, you consent to receive SMS/MMS, in-App messages including push notifications, text and/or email messages from IDT and its affiliates regarding account management activities and special offers. This consent is specific to the phone number(s) you provide to us to use the Services and open accounts. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may refuse to consent to receive calls and texts from IDT and its affiliates that require your consent, including autodialed, pre-recorded or artificial voice telemarketing calls. You may also withdraw your previously given consent to receive such calls and texts. Your ability to manage and use certain features of the Services could be limited if you refuse or withdraw your consent to receive these messages.

5.7 Acts Beyond Our Control. IDT will not be liable 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.

5.8 Assignment. This License 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 License without prior notice. If we elect to make such an assignment, we will have no further obligations to you under this License or in connection with your use of the App.

5.9 Notices. Any notice from IDT to you under this License will be provided by one or more of the following: posting in the App, a recorded IVR announcement while using a Service, SMS/MMS, in-App message including push notification, text, email or a call to a telephone number provided by you. You may contact IDT at the address and/or phone number provided in Service Terms applicable to you.

5.10 Governing Law. This License will be governed by the laws of the State of New Jersey, United States, without regard to its choice of law rules. These governing law provisions apply no matter where you reside, or where you use the App or use or pay for the Services.

5.11 Entire Agreement. This License constitutes the entire agreement between you and IDT regarding 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 License or in the App will be allowed to contradict, explain, or supplement these terms. You acknowledge that you are not relying on any representations or statements made by IDT that is not included in these terms. If any part of this License is found invalid, the rest of this License will remain valid and enforceable. The failure by IDT to exercise, or delay in exercising, a legal right or remedy provided by this License or by law shall not constitute a waiver of IDT's right or remedy. If IDT waives a breach of these terms by you, the waiver shall not operate as a waiver of a subsequent breach of these terms by you.

5.12 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, you and IDT agree to resolve all 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 License as a court would. The term dispute shall mean any claim or controversy of any nature arising out of or in any way related to this License, the App and/or the Services, including but not limited to federal or state contract, tort, statutory, regulatory, common law and equitable claims. 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 or any other mutually agreed location. IDT shall pay all of the AAA filing, administration and arbitrator fees up to \$25,000. 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, Inc., 520 Broad Street, Newark, New Jersey 07102, 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.

5.13 Changes to Terms. IDT may in our sole discretion update, revise or change this License or the information in the App from time to time with or without prior notice. When material changes are made we will post them in the App and update this License. The App will be updated on or before the effective date of the change, unless an immediate change is necessary for a legitimate business reason, or to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. Please review this License and the applicable Service Terms referenced in Section 2.3. By continuing to use the App or any Service through the App after publication of a change, you agree to the change. If you do not agree to the change you may terminate your relationship with IDT as provided in Section 4.3.

5.14 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 this License. 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.