

Boss Revolution

Reasonable Use Policy

IDT Retail Europe Limited (“IDT”) has prepared this Reasonable Use Policy (the “Policy”) as a guide for its customers to understand the intended and permissible uses of our products and services, and to prevent exploitation, fraud, and abuse of our unlimited calling plans and features. This Policy forms part of the terms and conditions found on the Boss Revolution website www.bossrevolution.co.uk (the “Website”). This Policy is applicable to your use of any of the telecommunication products and services offered on the Website, whether purchased from the Website, an authorised retailer or through the Boss Revolution Mobile Application or IVR, including without limitation, the Boss Revolution Service (individually a “Service” and collectively, the “Services”). This Policy and any dispute or claim arising under it (including non-contractual disputes and claims) is governed by English law and is subject to the exclusive jurisdiction of the English courts.

Normal, Reasonable Personal Use

The Services are intended for individual, personal, non-commercial use, may not be shared by multiple users and are device specific (unless otherwise noted). The Services are engineered to process and deliver traffic profiles and utilization levels of our typical individual customers’ personal calling patterns (hereafter referred to as “normal” personal use). If a Service has an “unlimited” feature then the term “unlimited” refers to that level of normal personal usage. The term “typical” refers to the calling patterns of at least 95% of our customers for a particular Service and/or on a particular calling plan. Normal personal traffic profiles and utilization do not include business line or trunk class of service levels that may arise from business, multiple or extended family, community or fraudulent use. The term “unlimited” does not refer to those types and levels of usage. Normal, reasonable, personal use must be in accordance with this Policy, the terms and conditions on the Website and consistent with the types and levels of usage by typical customers using the same Service and/or calling plan. Service utilization that is indicative of, or arising from, impermissible business, multiple family, community or fraudulent use, as outlined herein, may create network congestion that will manifest itself in increased busy signals for customers, and may result in Service termination.

Impermissible Uses

IDT evaluates customer usage in comparison to typical levels of permissible usage engaged in by legitimate customers using the same Service and/or calling plan.

Each of the following uses of a Service is impermissible under this Policy and considered outside of normal, individual, personal, non-commercial use:

- operating a business;
- operating any other enterprise, including not-for-profit or governmental;
- operating a call centre;

- resale to others;
- auto-dialling or fax/voice blasts;
- telemarketing; and
- without live dialog, including use as a monitor, intercom or for transcription purposes.

Over 95% of IDT's customers use less than 3,000 minutes per month with a Service and do not have any unusual usage patterns in terms of unique numbers called, high call forwarding/transferring usage and so on. A customer's aggregate usage may be considered outside of normal use if it exceeds 3,000 minutes per month in combination with one or more of the following calling patterns that reflect excessive:

- unique numbers called;
- call lengths;
- call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a 24 hour period;
- number of calls made during a month;
- number of calls made to a conference calling service during a month;
- number of calls made during business hours;
- number of phone numbers called within a single destination;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other abnormal calling patterns indicative of an attempt to evade enforcement of this Policy (individually or collectively "Excessive Use").

IDT may also determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps described below, even if the number of minutes used is not excessive, when a customer's calling patterns during one or more months reflect Excessive Use.

We may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers using the same Service or calling plan.

You may not use any of the Services in any way that:

- is illegal, fraudulent, improper, obscene, defamatory, inappropriate or in a way which harms or attempts to harm any third party; or
- violates this Policy or the terms and conditions on the Website.

You may not use any automated means to manipulate any of the Services or use them to violate any law, rule, regulation or any third party's intellectual property or personal rights. If IDT determines or reasonably believes that you are using any of the Services in breach of this Policy or the terms and conditions contained on the Website, then IDT may take any of the steps described below to enforce this Policy and/or any terms and conditions on the Website.

Based on such a combination or determination, IDT may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers using the same Service and/or the same calling plan, and may take any of the steps described below to enforce this Policy and/or any terms and conditions on the Website.

IDT's Rights

IDT reserves the right to review your account and take further action, including, but not limited to, immediate suspension of your Service, account or calling plan or non-renewal of your Service or calling plan if your usage is beyond normal standards for typical customers using the same Service and/or calling plan, impermissible, detrimental to other customers' ability to use the Services, adversely affects our operations, or that violates this Policy or the terms and conditions on the Website. In addition, IDT may take any action or exercise any of its rights noted in the terms and conditions on the Website.

If we determine that you have violated this Policy or are otherwise engaging in abnormal or impermissible usage, we will use commercially reasonable efforts to contact you and may provide you with the opportunity to correct the improper usage. If we afford you the opportunity to correct your abnormal usage patterns and you fail to immediately conform to normal use, we may suspend or terminate your Service or account with or without notice. If we believe that any of our Services have been used for an unlawful purpose, we may immediately terminate your Service with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution. We reserve all of our legal rights.

Changes

IDT reserves the right to change this Policy at any time. IDT will notify you of any such changes by posting a revised Policy on the Website. Please check the Website regularly for any changes. Once a revised Policy has been posted on the Website, any changes shall become effective prospectively (i.e. in relation to all Services provided to you from the date on which such revised Policy has been posted to the Website).