

## IDT Connect Terms of Service

This agreement ("Agreement") is between IDT Telecom, Inc., its subsidiaries, affiliates and assigns (collectively "we," "us" or "IDT") and the user ("You," "Your," "User" or "End User") of IDT's IDT Connect Service ("Service"). This Agreement governs the Service provided by IDT used in conjunction with the Service. By activating the Service, You acknowledge that You have read and understood, and You agree, to the terms and conditions of this Agreement, and You represent that You are of legal age to enter this Agreement and become bound by its terms.

### 1. TERMS AND CONDITIONS.

**1.1 Term.** The Service is offered on a monthly basis for a term which begins on the date that IDT activates Your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by You unless You give IDT written notice of non-renewal prior to the end of the monthly term in which the notice is given. Expiration of the term or termination of the Service will not excuse the End User from paying any unpaid, accrued charges that are due in relation to the Agreement.

**1.2 Use of the Services.** The Service is to be used for Your personal and/or business use. You may not resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service. Customer will not use the services to send unsolicited mass mailings or to communicate any content that is harassing, libelous, threatening and/or obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. IDT reserves the right to immediately terminate or modify the Service, if IDT determines, in its sole discretion, that the Service is being used contrary to the provisions of this Agreement.

**1.3 Lawful Use of Service.** You agree to use the Service only for lawful purposes. This means that You agree not to use the Service for transmitting or receiving any communication or material of any kind when in IDT's sole judgment, the transmission, receipt or possession of such communication or material may constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. IDT reserves the right to terminate Your service immediately if IDT, in its sole discretion, believes that You have violated this provision. You are liable for any and all use of the Service by Yourself and by any person making use of the Service provided to You and You agree to indemnify and hold harmless IDT against any and all liability for any such use. If IDT, in its sole discretion believes that You may have violated this provision, IDT may forward the objectionable material, as well as Your communications with IDT and Your personally identifiable information to the appropriate authorities for investigation and prosecution and You hereby consent to such forwarding.

**1.4 Use of Recording Devices.** Some of the Services allow You to record calls. To the degree You record any Services, You acknowledge that applicable state and/or Federal laws may require participants to be informed that a call is being recorded and You agree to notify participants that a call is being recorded. You also agree to hold IDT harmless, in accordance with Section 5.3 of this Agreement for all efforts undertaken by IDT to record and/or provide You with recorded conversations as a result of Your use of the Service.

**1.5 Use of the Service Outside the United States.** You agree to assume all responsibility for use of the Service outside of the United States. You acknowledge that rates for users located outside the United States will most likely be different from and greater than rates charged for users of the Service located within the United States. If the Service is used in a country other than the United States, You do so at Your own sole risk, including the risk that such activity violates local laws in the country where You do so. You are liable for any and all such use of the Service by Yourself or any person making use of the Service provided to You and agree to indemnify and hold harmless IDT against any and all liability for any such use.

**1.6 Tampering with the Service.** You agree not to manipulate the provisioning of the Service. IDT reserves the right to terminate Your Service without refund should You tamper with the Service. You agree not to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

**1.7 Theft of Service.** You agree to notify IDT immediately if You become aware at any time that Your Service is being stolen or fraudulently used. When You contact IDT, You must provide Your account number and a detailed description of the circumstances. You will remain responsible for all charges for the Services until such time as You provide IDT with notice of the theft or fraudulent use of the Service.

**1.8 Rights to Phone Numbers and Codes.** You shall not obtain any rights, title or interest in any phone numbers and/or codes used in conjunction with the Service. IDT reserves the right to change, cancel or reassign all contact numbers and codes solely at IDT's discretion.

**1.9 Service Distinctions.** You acknowledge and understand that some and/or all of the Service are not a telecommunications service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between a telecommunications service and IDT Connect. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect Your rights of redress before any governmental telecommunications regulatory agencies.

**1.10 Intellectual Property.** The Service, information, documents and materials on IDT's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of IDT are and shall remain the exclusive property of IDT and nothing in this Agreement shall grant You the right or license to use any such marks. You acknowledge that You are not given any license to use the Service other than a nontransferable, revocable license to use such Service strictly in accordance with the terms and conditions of this Agreement. You expressly agree that IDT will not provide any passwords, codes or other information or assistance that would enable You to use the Service for any other purpose.

## **2. LIMITATIONS OF EMERGENCY (911) SERVICES OR DIRECTORY ASSISTANCE SERVICES.**

**2.1** Emergency (911) Service is not available in with IDT Connect. In the event that a 911 needs to be placed when You or a third party are using IDT Connect, the individual(s) in need of emergency services must immediately disconnect from IDT Connect and contact emergency services via their presubscribed phone service operator.

**2.2 Alternative 911 Arrangements.** IDT strongly recommends that You always maintain an alternative means of accessing traditional emergency (911) services such as a POTS line or a traditional wireless phone service.

## **3. POWER AND/OR SERVICE OUTAGES.**

**3.1 Loss of Service Due to Power Failure or Internet Service Outage.** You acknowledge and understand that the Service will not function in the event of power and/or service failure of Your underlying telecommunications provider. Should there be an interruption in the power supply telecommunications network, the Service will not function at all until power and service is fully restored.

## **4. PAYMENT AND BILLING.**

**4.1. General.** You agree to pay IDT for Services provided. The prices and charges for any particular call may depend on a number of factors, including, but not limited to, the duration of a call and the number of participants, the type of call such as domestic local toll vs. toll free, International inbound or outbound called, and the type of service. The prices and charges for the Services may also include additional fees, including, but not limited to, monthly fees, monthly minimums, taxes, the National Carrier Charge, Universal Service Fund and other surcharges or connection charges. The National Carrier Charge (NCC): A monthly fee of 6.99% of your usage charges, including your monthly service plan, will be added to your bill to recover costs related to various carrier charges and government mandates and programs we incur when providing service to you.

**4.2 Billing.** Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole penny. All calls for which we receive answer supervision shall incur a minimum one-minute charge. Rates provided to You are on a per minute and per-participant basis.

**4.3 Unlimited/Bucket Plans.** All minutes over the included minutes based on the plan You select will be charged at the per minute rate for that package and will be added to Your monthly invoice with Your next month's charges. The minutes that are included in Your monthly fee do not roll over beyond the billed month and any unused minutes expire.

**4.4 Charges and Billing** Charges accrue through a full billing period. We may prorate or adjust a bill if the billing period covers less than or more than a full month. (For this purpose, each month is considered to have 30 days.) To determine the charge for each call, we round up to the next full billing increment applicable. We will determine

the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time. You are responsible for preventing the unauthorized use of the Services, and You are responsible for payment for any such unauthorized use.

**4.5 Payment.** You must pay all bills or invoices on time (on or before the due date) and in U.S. currency. We do not waive our right to collect the full amount due if You pay late or You pay part of the bill, even if You write the words "Paid in Full" (or similar words) on any correspondence to us. If You make any late payments, and we bill You for the Services, we will charge You a late payment fee of 1.5 percent which will apply to that period's charges and any outstanding charges and late payment charges that remain unpaid at the time of the next bill. If Your check, bank draft or electronic funds transfer is returned for insufficient funds, we will bill You an additional \$35.00. When payment is made by credit card, payment will also be subject to terms and conditions required by the credit card issuer. A \$3 fee will be added for all payments that are made by phone.

IDT accepts payments by check, money order or credit card. You may choose to sign up for EZ-PAY service in that IDT will charge Your credit card or checking account on Your payment due date. This authorization will remain valid until 365 days after IDT receives Your written notice terminating IDT's authority to charge Your credit card, whereupon IDT reserves the right to charge You any other outstanding charges and terminate the Service. IDT may terminate Your Service at any time in its sole discretion, if any charge to Your credit card on file with IDT is declined or reversed, Your credit card expires and You have not provided IDT with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves You fully liable to IDT for all charges accrued before termination and for all costs incurred by IDT in collecting such amounts, including but not limited to, attorney's fees and costs.

**4.6 Billing Disputes.** You must notify IDT in writing within seven (7) days after receiving Your invoice or credit card statement if You dispute any IDT charges on that statement or such dispute will be deemed waived. Billing disputes should be sent to the below-listed address.

IDT Telecom, Inc.  
520 Broad Street  
Newark, New Jersey 07102  
Attn: IDT Connect Billing

**4.7 Termination/Discontinuance of Service.** IDT reserves the right to suspend or terminate the Service at any time, with or without cause and without notice to You. If IDT discontinues providing the Service without a stated reason, You will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If Your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service (such as, but not limited to, Your attempts to hack, disrupt, or misuse the Service or Your acts or omissions that violate any acceptable use policy of IDT or of a third party provider to which IDT is subject), You will waive the remainder of any monthly term if You have an unlimited plan. You must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of cancellation. You must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges owed to us. If You want us to renew the Services, we may require that You pay a deposit.

**4.8 Price Changes** IDT may change the prices and charges for the Services from time to time. Increases to the prices or charges for the Services are effective no sooner than three (3) days after we post them on our web site at [www.idtconnect.net](http://www.idtconnect.net). Increases to charges that recover our costs associated with government mandated and/or permitted taxes, fees or other remittances are effective no sooner than one (1) day after we post the increases on our web site.

**4.8 Taxes.** You are responsible for any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, universal service fees, National Carrier Charge, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be added to Your invoice as set forth in this Agreement. If You are exempt from payment of such taxes, You shall provide IDT with an original tax-exempt certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date IDT receives such certificate.

## **5. WARRANTIES AND LIMITATION OF LIABILITIES.**

**5.1 Disclaimer of Warranties for Services.** All Services provided by IDT are provided on an "as is" basis. IDT makes no warranty to You or any other person or entity, whether express, implied or statutory, as to the description, quality, title, non-infringement, merchantability, completeness, or fitness for a particular purpose as to the Services provided to You, all such warranties hereby being expressly excluded and disclaimed. IDT does not warrant that the Services are error-free or will operate without packet loss or interruption nor does IDT warrant the reliability of any connection to or any transmission over the Internet. You assume total responsibility and risk for use of the Services by You and all participants receiving the Service on Your account.

**5.2 Limitation of Liability and Indemnification.** YOU ACKNOWLEDGE AND UNDERSTAND THAT IDT'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL IDT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR UNDERLYING SERVICE PROVIDERS BE LIABLE FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF IDT'S SERVICES INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, USE, DATA, GOODWILL OR BUSINESS OPPORTUNITIES OF ANY KIND OR NATURE WHATSOEVER, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO THIS AGREEMENT OR TO THE SERVICES PROVIDED BY IDT (INCLUDING, BUT NOT LIMITED TO THE INABILITY OF YOU OR ANY USER OF THE SERVICE TO BE ABLE TO DIAL 911 AND/OR TO ACCESS EMERGENCY SERVICE PERSONNEL UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT ON THE PART OF IDT OR ITS UNDERLYING SERVICE PROVIDERS. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS IDT, ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND AGENTS AND ANY OTHER UNDERLYING SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE.

**5.3 Release.** By purchasing the Service, You acknowledge that You have read, understand and agree to these Terms of Use and that You hereby expressly release IDT, its directors, officers, employees, agents and underlying service providers from any and all liability associated with Your use of the Services.

**5.4 Sole Remedy.** Your sole and exclusive remedies are expressly set forth in this Agreement. Some jurisdictions may not permit the exclusion or limitation of implied warranties, and some jurisdictions may not permit the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such jurisdictions, the liability of IDT, its directors, officers, employees, agents and underlying service providers shall be limited to the maximum extent permitted by law.

## **6. GOVERNING LAW AND ARBITRATION.**

**6.1 Mandatory Arbitration.** Any dispute or claim between End User and IDT arising out of or relating to the Service provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Newark, New Jersey and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and End User will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. END USER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

**6.2 Governing Law.** The Agreement and the relationship between You and IDT shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, You and IDT agree to submit to the personal and exclusive jurisdiction of the courts located within the state of New Jersey and waive any objection as to venue or inconvenient forum. The failure of IDT to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**6.3 Entire Agreement.** This Agreement and the rates for Services found on IDT's website constitute the entire agreement between You and IDT and govern Your use of the Service, superseding any prior agreements between You and IDT and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon IDT unless and until posted in accordance with Section 6.5 hereof.

**6.4 Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

**6.5 Changes to Terms of Service.** IDT may change the terms and conditions of this Agreement from time to time. Any changes to this Agreement will become binding on You effective on the date posted to the IDT website and no further notice by IDT is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service.

**6.6 Trademarks.** All corporate names, service marks, logos, trade names, trademarks, websites and domain names of IDT, IDT Connect and other IDT marks (collectively "Marks") are owned by IDT and/or its affiliates and nothing herein shall grant You a license to use such Marks.

**6.7 Copyright.** All Services and/or Materials provided and/or found on the Website are protected by trademark, copyright, or other intellectual property laws. Any commercial use of the Services and/or Materials found on the Website is strictly prohibited, without the express, prior, written consent of IDT. Any reproduction or redistribution of the Services and/or materials not in accordance with the terms set forth herein is expressly prohibited by law, and may result in severe civil and criminal penalties.

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