



Version: November 2020

ROKiT HUB TERMS OF USE

1. THESE TERMS OF USE

1.1 These are the terms and conditions on which we provide the ROK Launch Control service and digital content to you via the ROK Launch Control mobile application ("Software"). ROK Launch Control is a mobile app that allows easy access to ROK Life Services ("Service").

1.2 Before using the Service you will be asked to agree to these terms. If you refuse to accept them, you will not be able to use the Service. Please read these terms carefully before you use the Service as they provide you with important information about the basis on which we supply the Service to you.

1.3 Our End User Licence Agreement [ROK Launch Control EULA] applies to your use of the Software on which the Service operates.

2. GENERAL INFORMATION ABOUT US 2.1 The Service is operated by ROK Services Limited, a company incorporated and registered in England and Wales (Company Number: 11473520). Our registered office address is ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Staffordshire, United Kingdom, WV7 3AU.

2.2 If you have any questions or require customer support then please contact us by email at ukcontact@rokit.com.

2.3 Where you have provided contact details to us in connection with your subscription, we may contact you by telephone or in writing by the email or postal address you provided to us.

3. THE SERVICE

3.1 We hereby grant to you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to use the Service. The Service is intended for use by people residing in the United Kingdom and you may only use the Service primarily in United Kingdom.

3.2 You agree that you shall:

- not reverse engineer, decompile, create derivative works from or disassemble the Service;
- not use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Service;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Service;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service;
- not use the Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and



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- not collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running any Service

4. YOUR ACCOUNT & PASSWORD

4.1 If you create, or you are provided with, a user identification code, password or any other information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

5. OUR LEGAL OBLIGATIONS & LIMITATIONS OF LIABILITY

5.1 You have certain legal rights in relation to any services that you purchase and nothing in these terms is intended to affect these legal rights. 5.2 We do not exclude or limit our liability for:

- death or personal injury caused by our negligence or that of our employees or agents;
- fraud or fraudulent misrepresentation by us or our employees or agents;
- any breach of your legal rights in relation to the products (including any implied or statutory warranty); or
- any other loss or liability to the extent it cannot be excluded or limited under applicable law.

5.3 In the event we fail to comply with these terms, we are responsible to you for any losses that you suffer which are due to our failing to use reasonable care and skill or are a reasonably foreseeable consequence of our breach (but we are not responsible for any losses that are not reasonably foreseeable). Losses or damages are foreseeable where they are an obvious consequence of our breach or they could be contemplated by you and us at the time of entering into a contract to supply services, for example if you discussed it with us prior to or at the time of entering into your subscription.

5.4 Since we only supply the Service and Content for domestic and private use, we will not have any liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or loss of goodwill.

5.5 We are not responsible for any failure to perform, or delay in performing, any of our obligations under these terms where the failure is due to an Event Outside Our Control.

5.6 "Event Outside Our Control" means any cause beyond our reasonable control which prevents or delays us from fulfilling any of our obligations under these terms, and includes (but is not limited to) strikes, lock-outs or other industrial action by third parties, fire, explosion, flood, storm, earthquake or other natural disaster, riot, civil disturbance, war (or threat of war), nuclear accident, terrorist activity (or threat of terrorist attack) and acts of God



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6. PERSONAL DATA

We will only process your personal data in accordance with our Privacy Policy set out at [Privacy Policy].

7. GENERAL

7.1 We may transfer our rights or obligations under these term to another legal entity or organisation, however any such transfer will not affect your rights or obligations under these terms.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

7.2 Each clause of these terms operate separately. If any clause (or part thereof) of these terms is disallowed or found to be unlawful by any court, regulator or relevant authority, the remaining clauses shall remain in full force and effect.

7.3 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. If you breach these terms and we take no action against you, we will still be entitled to enforce our rights and remedies in any other situation where you breach these terms.

7.4 Where you have provided contact details to us in connection with your subscription, we may contact you by telephone or in writing by the email or postal address you provided to us. Any notices will be sent to you at the email address you have provided to us.

7.5 These terms are not intended to give rights to anyone except you and us. This does not affect our right to transfer any contract as set out above.

7.6 We may amend the terms at any time from time to time. If we do so, we will contact you to give you at least 30 days advance notice of the changes and you may then contact us to end your subscription before the changes take effect.

7.7 These terms, their subject matter and their formation (and any non-contractual disputes or claims), are governed by and construed in accordance with English law. You and we agree to submit to the exclusive jurisdiction of the English courts.