



ROKiT FLiX 3D TERMS OF USE

1. THESE TERMS OF USE

1.1 These are the terms and conditions on which we provide the ROKiT FLiX 3D service and digital content to you via the ROKiT FLiX 3D mobile application ("Software"). ROKiT FLiX 3D is a subscription based service that allows subscribers to access film and video content by downloading or streaming such content onto a compatible mobile device ("Service"). Film and video content may be owned by us or our affiliated group companies or licensed to us by third parties ("Content")

1.2 Before using or subscribing to the Service you will be asked to agree to these terms. If you refuse to accept them, you will not be able to use or subscribe to the Service. Please read these terms carefully before you use or subscribe to 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 [ROKiT FLiX 3D 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 During the term of your free trial or subscription we hereby grant to you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to use the Service and Content. The Services are intended for use by people residing in the United Kingdom and you may only use the Service primarily in United Kingdom. The available Content via the Service may vary depending on your location and our licence rights to the Content.

3.2 You agree that you shall:

- not reproduce or distribute the Service or Content for any purpose whatsoever. Without limiting the foregoing, you may not copy or upload the Service or Content (or any part thereof) to any server or location for reproduction or distribution. You must not reverse engineer, decompile, create derivative works from or disassemble the Service or Content. You must not breach or attempt to breach any Content protections we have in place. The restrictions contained herein apply equally to any updates to the Service or Content that you may obtain.

- not rent, lease, sub-license, loan, provide, or otherwise make available, the Service or Content in any form, in whole or in part to any person;



- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Service or Content, nor permit the Service or Content or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Service and Content on mobile devices as permitted in this Agreement.
- not use the Service or Content 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, Content or any device;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Service or Content;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service;
- not use the Service or Content in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 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.

3.4 You may only use or subscribe to the Service if you are at least 18 years old. We only supply the Service for domestic and private use. You agree not to use the Service or any Content for any commercial, business, public viewing or resale purposes.

3.5 You may only download Content onto one device. Downloaded Content will be available to you for the duration of your free trial or subscription. Content will be updated by us from time to time at our sole discretion.

3.6 The Content display quality may vary depending on your device model, internet connection speed and location and we may offer varying Content display resolutions which you may elect to download or stream the Content.

4. PRICES & PAYMENT

4.1 The subscription fee for the Service (which includes any applicable value added tax) will be displayed on our website at <http://www.rokitphones.com/uk> at the time you subscribe to the Service by opting-in after any free trial period, except in the case of obvious error. We try and ensure that all prices on our website are accurate but errors may occur. If we discover an error in the price of the Service that you have subscribed to before processing your payment for the subscription fee, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel, no payment will be taken from your card or other payment method. In the event we accept and process your subscription where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mistake in the pricing, we may end the contract, refund you any sums you have paid and end your subscription to the Service.

4.2 We accept payment by the payment methods that we display and make available to you when completing your subscription.



4.3 We will charge the subscription fee for the Service, after any free trial period, on a monthly basis using the method of payment you provided to us when completing and opting-in to your subscription. You will be charged each month on or around the calendar day that your paid subscription commenced. You will continue to be responsible for any unpaid subscription fees in the event payment is not successful via your provided method of payment. We may suspend your access to the Service if payment of your subscription fee is not received by us or is overdue.

4.4 You confirm that the credit/debit card that is being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment, we will not accept your payment, and we will not be responsible for any delay or non-delivery of the Service, and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your subscription.

4.5 We may change our subscription fees and Service plans at any time from time to time provided that any changes will only apply to your subscription on us providing you with at least 30 days prior notice.

5. FREE TRIAL PERIOD

We may offer a free trial period prior to charging any subscription to the Service for a period of 1 month or other periods that we decide. We may suspend or end your free trial of the Service at any time at our sole discretion. At the end of any free trial period your subscription will not automatically convert to a paid subscription. To activate a paid subscription you will need to actively complete your subscription by opting-in via the Software.

6. SUBSCRIPTION TERM & TERMINATION

6.1 Your paid subscription will commence following receipt of payment of your first monthly subscription fee and shall continue on a rolling month by month basis until terminated in accordance with these terms.

6.2 You may terminate your subscription at any time within the settings of the Software. Following termination you will continue to have access to the Service for the remainder of your current billing month.

6.3 We may terminate your subscription at any time by email, SMS message or writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service; or

(c) if you have breached these terms in a serious way provided that if what you have done can be put right we will give you a reasonable opportunity to do so.

7. YOUR ACCOUNT & PASSWORD



7.1 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.

7.2 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.

8. OUR LEGAL OBLIGATIONS & LIMITATIONS OF LIABILITY

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 "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.

9. PERSONAL DATA

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

10. GENERAL

10.1 We may transfer our rights or obligations under these terms 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.