



ROKiT Talk - Terms & Conditions

From March 2020 and until further notice, the ROKiT Talk wifi calling Service will be provided free of charge for up to 12 months for all new and existing ROKiT phones customers. ROKiT Talk works only over wifi and so no charges are applied whatsoever by ROKiT for this Service until further notice. No credit card details are taken and access and use of ROKiT Talk wifi calling will only require Registration via the ROKiT Launch Control application on your ROKiT phone using your mobile number and creation of a password.

Amendments applying to usage during this period are highlighted in **YELLOW**.

Consumer Agreement

This Consumer Agreement ("Agreement") sets forth the terms and conditions that apply to Your purchase of Services from authorized Agents such as ROKiT or dealers of Elite Telecom. By using the Services, You agree to the terms and conditions in this Agreement and any changes that may be made to the Agreement or to the Terms of Use. If You do not agree to the terms of this Agreement or have any questions about the Agreement, do not purchase or use our products without contacting ROKiT Customer Service immediately uksupport@rokit.com

Definition

"Account" means a 10-digit (Mobile Identification Number), corresponding to mobile/cellular phone number provided by the consumer to purchase and use the IC Service.

"Elite Telecom," "We," "Our," and "Us" means NetworkIP, LLC (d.b.a. Elite Telecom) "Agent" means NetworkIP, LLC and its affiliates, distributors or retailers authorized to market and/or distribute the Service.

"Service" means UK and International Calling (IC) Service provided by Elite Telecom, which provides the Consumer with UK and international calling capability.

"Consumer", "You" and "Your" means the end-user of the Service also the owner of the Account.

"Reasonable Use" means a maximum usage of 3,000 call minutes per month, however this can vary depending on average usage by all customers and impact on the delivery system and may be varied by Us.

"Website" is the websites found at <https://roktalk.info> or www.rokit.com or such other location as designated by Agent and contains the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the specific Service.

This Agreement incorporates by reference the Service's prices, charges, restrictions and the terms and conditions for using the Service and/or owning an Account, as well as any disclosures, provisions, limitations or other information provided with, or printed on any promotional materials associated with the Service.

Charges and Payment

Unlimited Plan – provided free of charge from March 2020 for up to 12 months

1. All Plans are subject to this Consumer Agreement.
2. UNLIMITED USE DOES NOT MEAN UNREASONABLE USE. To ensure that all consumers have access to reliable IC services, You may not use the Service in a manner that interferes with another Elite Telecom consumer's use of the Service or disproportionately impact's network resources. The Unlimited IC Services is provided solely for live dialogue between, and initiated by two individuals.
3. This IC Service may not be used for any other purposes, including, but not limited to, loaning or renting Your handset to third parties, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals.

4. Elite Telecom's Unlimited IC Service allows You to place calls to select destinations internationally. It will not allow You to place calls to all destinations. Elite Telecom's Unlimited IC Service is not a substitute for all international services. This service excludes calls to higher cost cellular, non-geographic and premium numbers. The destinations, which are available, may change without notice. If You want to call a destination or telephone number which is not part of this Unlimited IC Service, You may purchase and utilize a prepaid PayGo Plan with services provided by Elite Telecom. Please contact uksupport@rokit.com for details.
5. Elite Telecom will presume certain usage, dialing, or calling patterns to indicate that You are using the IC Service for Your personal use and We reserve the right to suspend, terminate or restrict Your Services without prior notice. If You believe that We are in error, You may contact Customer Service at uksupport@rokit.com and depending on the circumstances We may reactivate Your Unlimited IC Service. However, if the usage, dialing or calling patterns We deem connote non-personal use (as stated above) continues, We reserve the right to suspend, terminate or restrict Your Services within no prior notice and not allow You to reactivate Service.
6. To minimize unreasonable use, each Account will be allowed to call up to 15 unique destination numbers per 30 day period. The number of personal use calls to these unique destination numbers is not limited and automatically resets when the Account is renewed.
7. Originating phone number must be using a ROKiT phone.
8. Consumers can determine the destinations included in this Service by checking the calling plans page.
9. Unlimited plan expires 30 days after Account has been funded or renewed.
10. For Customer Care, contact uksupport@rokit.com
11. There are no additional fees or surcharges associated with this Service

Account Payments & Balance

ROKiT Talk wifi calling Service is provided free for up to 12 months from March 2020. Usage will be reviewed each month and to maintain Service, ROKiT Talk must be used every month. Should the Service not be used in any month, the account may be de-activated. To re-activate for the remaining period of the original 12 months please contact customer services at uksupport@rokit.com

Under normal operation, you must have a sufficient balance on Your Account at the time You wish to use the Service. Acceptable forms of payment may include credit card, debit card, and any other form of payment Elite Telecom or its Agent may authorize in the future. We do not waive Our right to collect the full amount due if Your form of payment is cancelled, disabled, discontinued or otherwise dishonored after Your use of the Service. All requests to open an Account or to fund such Account are subject to acceptance by Us or Agent.

Opening an Account and Transferring Funds

An Account can be opened at authorized retail locations distributing Agent's mobile Service and on this Website. You may refill Your Account balance at any time either through any participating retailer with cash, credit card or through a credit card web transaction. The mobile phone number You provide upon opening Your Account will be automatically recognized by Elite Telecom's system. You are responsible for preventing the unauthorized use of Your Account and the Service, and You are responsible for any reduction in value of Your Account arising out of either authorized or unauthorized use.

Price, Feature and Rate Changes

We may change the prices or features associated with the Service from time to time, and such changes will be effective from the time they are posted or available through the Website. The terms and conditions of the Service, including the rates for calls made and/or available destinations in conjunction with the use of the Service are subject to change at any time without prior notice. There are no additional fees or surcharges associated with the Services. You may contact Agent's Customer Care at uksupport@rokit.com if You have any questions about the Service, including the international Calling rates or available destinations associated with the Service.

Suspending / Cancelling the Service

Usage will be reviewed each month and to maintain Service, ROKiT Talk must be used every month. Should the Service not be used in any month, the account may be de-activated. To re-activate for the remaining period of the original 12 months please contact customer services at uksupport@rokit.com

You agree not to use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that (1) interferes with Our ability to provide the Service to You or to other customers; or (2) violates applicable law or this Agreement; or (3) avoids Your obligation to pay for the Service; or (4) is not for consumer use. You agree not to resell the Service (whether for profit or otherwise) or to use the Service for any unlawful or abusive purpose or in such a way as to create damage or risk to Our business, reputation, employees, facilities, third parties or to the public generally. If We have reason to believe that You or someone else is abusing the Service fraudulently or

unlawfully through Your Account, or if Your form of payment for the Service is cancelled, disabled, discontinued or otherwise dishonored after You fund Your Account, We reserve the right to immediately suspend, restrict, deactivate or cancel the Service and close Your Account without advance notice. In the event of suspension or cancellation of the Service due to any other aforementioned reasons, We may impose restrictions on the form of payment You may use, and/or may refuse to provide the Service to You, if any of Your previous payments for the Service have failed to result in Elite Telecom's or Agent's receipt of the entire amount payable to Us in connection with such payment. Elite Telecom may from time to time discontinue offering the Service, or if necessary, cancel all Accounts, immediately upon a determination by any governmental authority that the provision of the Service is contrary to any law, rule or regulation or upon Your violation of this Agreement or the Conditions of Use. Elite Telecom or its Agents will not be responsible for any costs incurred by the Consumer, including cell phone provider charges, in the event the Consumer incorrectly uses the Service or uses the Service for any unlawful purpose.

Restrictions on Use; Intellectual Property

All of Elite Telecom and Agent trademarks, service marks, symbols, logos, other identifying indicia and the intellectual property rights thereto (collectively "Marks") are the property of Elite Telecom or its Agent and You shall have no right in or to the Marks or any right to use the Marks including any and all Marks associated with the Service and the Website. You are not permitted to commercially resell the Service or to print, produce, sell or distribute anything containing the Marks or to sell or distribute any telecommunication products that use or are associated with the Service.

Limitations of Liability

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.

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.

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.

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.

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.

"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.

Credit Allowances for Interruptions

If an interruption or failure of the Service is caused solely by Us and not by You or by a third party or by other causes beyond Our reasonable control, You may be entitled to a credit allowance as specified in this Agreement.

Miscellaneous

Emergency Calls

Elite Telecom's applications and services are not a replacement for Your cellular service and You will not be able to make emergency calls (e.g. 9-1-1) using them. If You do attempt to make an emergency call while using Our application or services, the application will close and the call will be attempted using Your phone's native dialer over any available cellular network. Our services do not prevent You from using Your phone to make emergency calls,

however cellular service may not be available everywhere. If You are in a location without cellular service You will need to make other arrangements. Emergency calls are NOT supported outside the domestic USA.

No Third Party Rights

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

Acts Beyond Our Control

Neither You or Elite Telecom or its Agents will be responsible to the other for any delay, failure in performance, loss or damage due to 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, acts of regulatory or governmental agencies, or other causes beyond, as applicable, Yours or Our reasonable control.

Assignment

We can assign all or part of Our rights or duties under this Agreement without notifying You. If We elect to make such an assignment, We will have no further obligations to You under this Agreement or in connection with Your purchase or use of the Products. You may not assign this Agreement without Our prior written consent.

Notices

Any notice from Elite Telecom to You under this Agreement will be provided by one or more of the following: on Our Website, a recorded announcement on a Product, letter, or a call to a telephone number provided by You. You may contact Us either by phone or by mail to:

Elite Telecom
119 W. Tyler St, Suite 100
Longview, TX 75601, USA

Separability

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

Governing Law

This Agreement will be governed by the laws of Germany, without regard to its choice of law rules. This governing law provision applies no matter where You reside, or where You use, purchase or pay for the Products.

Entire Agreement

This Agreement (which incorporates by reference the Website Terms of Use) constitutes the entire agreement between You and Elite Telecom and its Agents and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in the Changes to the Agreement section below. No written or oral statement, advertisement, or service or product description not expressly contained in the Agreement or the Website will be allowed to contradict, explain, or supplement this Agreement or the Service. Neither You or Elite Telecom is relying on any representations or statements by the other party or any other person that is not included in this Agreement.

Online Dispute Resolution

Under current law we are obliged to inform consumers of the existence of the European Online Dispute Resolution (ODR) platform, which can be used to resolve disputes without the need for a court. The European Commission is responsible for setting up the platform. The ODR platform can be found at the following link: <http://ec.europa.eu/odr>

We are not obliged to participate in a dispute resolution procedure before a dispute resolution body and has therefore decided against a voluntary participation.

Changes to the Agreement

This Agreement may only be changed in the manner provided for in this section. Elite Telecom may change this Agreement and the information contained elsewhere on the Website from time to time. All such changes will be effective at the time of posting on the Website.

Last updated: 25 March 2020