

ROKIT WEBSITE ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out the conditions between you and us under which you may access our website at <u>http://www.rokitphones.com/uk</u>(our "site"). This Acceptable Use Policy applies to all users and visitors of our site.

Your use of our site means that you accept all of the terms in this Acceptable Use Policy, which supplement our Terms of Use [ROKiT Website Terms of Use] and that you agree to abide by them.

The site is operated by ROKiT Enterprises Limited, a company registered in England and Wales under number 10800456. Our registered office and main trading address is located at ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Staffordshire, United Kingdom, WV7 3AU.

PROHIBITED USES

You may only use our site for legal purposes. You cannot use our site:

• In a manner that violates any applicable local, national or international law or regulation.

• In an unlawful or fraudulent manner, or in a manner that is for an illegal or fraudulent objective or purpose.

• With the purpose of harming or attempting to harm minors in any way.

• To knowingly send, receive, download, use, or reuse any content that does not conform to our content standards (as detailed below).

• To transmit or obtain the sending of any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

• To knowingly transmit data, send or download any content containing viruses, trojans, malware, worms, time bombs, keyboard spy, spyware, adware or any other harmful software or similar computer code aimed at interfering with the operation of any computer software or device. You also accept the following:

• Do not reproduce, duplicate, copy or resell any part of our site in contravention of the provisions of our Terms of Use [ROKiT Website Terms of Use].

• Do not access without permission, interfere with, damage or disrupt:

- any part of our site;
- any equipment or network on which our site operates from or is stored;
- any software used in the provision of our site; or
- any equipment, device or network or software owned or used by a third party.

INTERACTIVE SERVICES

We may at any time provide interactive services on our site, including but not limited to:

• Technical Support Forums.



• Message Boards.

When we provide any interactive service, we will provide clear information for you on the type of service offered, if it is moderated and what form of moderation is used (including whether it is human or automated).

We will do our best to assess the possible risks to third parties (and, in particular, children) when using interactive services offered on our site, and we will decide in each case whether it is appropriate to use moderation of the service (including what kind of moderation to use) based on these risks. However, we are not obligated to monitor, control or moderate the interactive services we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in violation of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who allow their children to use an interactive service that it is important that they communicate with their children about their online safety because moderation is not failsafe. Minors who use interactive services must be made aware of the risks that may be encountered.

When moderating an interactive service, we will normally provide you with a means of contacting the moderator if a concern or difficulty arises.

CONTENT STANDARDS

These content standards apply to all content you contribute to our site ("Contributions"), and to all associated interactive services.

You must comply with the spirit of the following standards as well as the specific terms. The standards apply to each part of a contribution as well as to the whole.

Contributions must:

- Be precise (where they state facts).
- Be sincere (where they state opinions).

• Comply with applicable laws in the UK, EU, USA and in all countries where they are posted. Contributions must not:

• Include any element that is defamatory of any person. • Include anything that is obscene, offensive or hateful.

- Promote sexually explicit material.
- Promote violence.

• Promote discrimination based on race, sex, religion, nationality, disability, body image, sexual orientation or age.

- Breach copyright, database right or any other person's trademark.
- Be deceptive or dishonest.



• Be made in breach of a legal obligation to a third party, such as a contractual obligation or an obligation of trust.

• Promote any illegal activity.

• Be threatening, abusive or invasive of the privacy of another person or causing inconvenience, or unnecessary anxiety.

- Be likely to harass, annoy, embarrass, alarm or annoy any other person.
- Be used to impersonate a person, or misrepresent your identity or affiliation with anyone.
- Give the impression that they emanate from us, if this is not the case.

• Advocate, promote or facilitate any illicit act such as (for example only) infringement of copyright or misuse of computers or devices.

SUSPENSION AND TERMINATION

We will determine, at our sole discretion, whether your use of our site has violated this Acceptable Use Policy. When a violation of this policy has occurred, we may take action that we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms of Use [ROKIT Website Terms of Use] on which you are authorized to use our site, and may cause us to take any or all of the following actions:

• Immediate, temporary or permanent withdrawal of your right to use our site.

• Immediate, temporary or permanent withdrawal of any display or material downloaded by you on our site.

• Issuing a warning for you.

• Legal action against you for the reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Other legal proceedings against you.
- Disclosing such information to law enforcement authorities if we deem it necessary.

We do not accept any liability for actions taken in response to violations of this Acceptable Use Policy. The responses described in this policy are not limited and we may take any other action we deem appropriate.

AMENDMENTS TO THE ACCEPTABLE USE POLICY

We may update and revise this Acceptable Use Policy at any time from time to time. Each time you use our site, please check this Acceptable Use Policy to ensure that you take notice of any changes we have made and understand the terms that apply at that time. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.