



**Version: 30<sup>th</sup> September 2019**

## **SWAPiT TERMS & CONDITIONS**

### **1. THESE TERMS & CONDITIONS**

- 1.1 These are the additional and supplementary terms and conditions on which we provide the SWAPiT service to you as part of your ROKIT Value Added Services package ("terms"). These terms link from and supplement our Terms of Service which also apply to your use of SWAPiT. SWAPiT grants you the ability to claim a one-time exchange of an Authorised Device that has been accidentally damaged by you for a new or refurbished replacement Device for up to 12 months from your date of purchase provided that you remain a subscriber to a ROKIT Value Added Services package which includes SWAPiT as more particularly described in these terms ("SWAPiT").
- 1.2 Before using or subscribing to your ROKIT Value Added Services package which includes SWAPiT, you will be asked to agree to the ROKiT Terms of Service from which these terms are linked. If you refuse to accept them, you will not be able to use or subscribe to the ROKIT Value Added Services including SWAPiT. By accepting the ROKiT Terms of Service from which these terms are linked, you also accept these terms. Please read these terms carefully before you use or subscribe to SWAPiT as they provide you with important information about the basis on which SWAPiT is supplied to you. These terms can be accessed and saved at any time when using the ROKIT Launch Control mobile app. In the event of any conflict or inconsistency between these terms and the ROKiT Terms of Service, these terms will prevail in regard to SWAPiT.
- 1.3 In order to activate and use SWAPiT you will need to register in ROKIT Launch Control within 14 days from your date of purchase of your Authorised Device. ROKIT Launch Control is a mobile application that allows easy access to the ROKIT Value Added Services including SWAPiT.
- 1.4 Capitalised terms used in these terms but not defined herein shall have the meaning given to them in the ROKiT Terms of Service.

### **2. GENERAL INFORMATION ABOUT US**

- 2.1 SWAPiT is operated by ROKIT Services Limited, a company incorporated and registered in England and Wales (Company Number: 11473520) ("ROKiT", "we", "us" and "our"). Our registered office address is ROKIT House, Kingswood Business Park, Holyhead Road, Albrighton, Staffordshire, United Kingdom, WV7 3AU.

### **3. SWAPiT**

- 3.1 During any free trial period for your ROKIT Value Added Services package which includes SWAPiT and / or during your paid subscription to your ROKIT Value Added Services package which includes SWAPiT, for a period of up to 12 months from the date of purchase of your Device, ROKiT will exchange your Authorised Device that has been accidentally damaged by you for a new or refurbished fully functional replacement Device of either the same model or an equivalent model of the same or higher specification. Accidental damage includes accidental drops and breakages, cracked screens, liquid damage and battery failure.
- 3.2 SWAPiT is limited to one exchange only per Authorised Device purchased. We may exchange your Authorised Device for a newly manufactured Device or a refurbished Device (including refurbished packaging) at our sole discretion.
- 3.3 SWAPiT covers your Authorised Device only and does not cover or include any right to exchange in-box accessories or other ROKiT accessories purchased with your Authorised Device.



3.4 Your SWAPiT cover will end when any free trial period for your ROKIT Value Added Services package which includes SWAPiT comes to an end, when your ROKiT Value Added Services package comes to an end for any reason or 12 months following the date of purchase of your Authorised Device, whichever occurs earlier.

3.5 You cannot claim an exchange of your damaged Authorised Device under SWAPiT during any statutory period enabling you to change your mind and cancel the contract for your purchase of your Authorised Device online or via any other form of distance selling.

3.6 SWAPiT is valid in the countries within the United Kingdom and European Union where your Authorised Device is offered for sale via an authorised reseller of ROKiT or its Affiliates.

3.7 SWAPiT does not cover the following and you cannot make a claim under SWAPiT in the case of: (a) improper use, or any modification, adaptation or neglect caused by you, including but not limited to, failure to use the Authorised Device for its usual purposes or failure to follow ROKiT's or its Affiliate's instructions for usage and maintenance or (b) periodic maintenance or check-ups or (c) upgrading of software as a result of changes in network parameters or (d) failure of the Authorised Device due to incorrect installation or use not consistent with current technical or safety standards, or failure to follow Authorised Device quick start guides or manual instructions or (e) unauthorised modifications carried out on your Authorised Device to comply with localised technical standards in countries which your Authorised Device was not originally designed or (f) damage to the battery of your Authorised Device caused by overcharging or failure to use the battery in accordance with any warning or care instructions for its use or (g) damage to your Authorised Device caused by charging your Authorised Device battery by any means other than a battery charger approved by ROKiT or its Affiliates or (h) any sealing of the battery housing or battery cells are broken or have been tampered with or (i) cosmetic damage, including scratches, cracks, or dents to the Authorised Device or (j) deliberate damage to the Authorised Device by you or another person or (k) theft or loss of your Authorised Device.

#### **4. YOUR RESPONSIBILITIES**

4.1 You must make sure you have a full back up of your data on external media or synchronized personal computer at your disposal before you send back your Authorised Device to ROKiT for exchange under SWAPiT. It is your responsibility to obtain the express consent of any individuals whose data is stored on your Authorised Device to the transfer of that data to ROKiT or to delete that data prior to handing over your Authorised Device for exchange. ROKiT shall not be held responsible for ensuring that the SIM card and/or memory card is removed from your Authorised Device nor for saving any stored data on the SIM card and/or memory card.

4.2 You shall not be able to make a claim under SWAPiT if damage to the Authorised Device has resulted from service, maintenance or repair (including opening of your Authorised Device) carried out by anyone other than by ROKiT, ROKiT's authorised reseller or authorised service centre, or if the Authorised Device labels, serial/IMEI number, or product numbers have been removed, altered or obscured or otherwise made illegible.

#### **5. HOW TO EXCHANGE YOUR DEVICE**

5.1 To utilise the SWAPiT service and exchange your damaged Authorised Device, please complete the claim form on ROKiT Launch Control or on our Website at <https://rokitphones.com/uk/swapit/> within 7 days of the date your Authorised Device is damaged.

5.2 You are responsible for the cost of returning your damaged Authorised Device to ROKiT or ROKiT's or its Affiliate's authorised reseller or authorised service centre as directed by ROKiT. To return your damaged Authorised Device you may elect to pay the shipping cost when completing your claim form via ROKiT Launch Control or via our Website, print out your prepaid tracked shipping label and post the damaged Authorised Device from your nearest post office or alternatively we will confirm the shipment address when you complete your claim form and you may return your damaged Authorised Device



using your preferred shipping method. You are responsible for ensuring that your returned Authorised Device is received by us.

5.3 The following additional criteria apply for your damaged Authorised Device to be eligible for exchange:

- You must return your damaged Authorised Device to ROKiT, or ROKiT's or its Affiliate's authorised reseller or authorised service centre as directed by ROKiT within 14 days from the date your Authorised Device is damaged to be eligible for exchange;
- You must provide proof of purchase of your Authorised Device in electronic form (e.g. a paid and dated invoice / sales receipt) showing the authorised reseller's name, (or ROKiT if purchased from us directly), model and serial number; and
- You must provide the IMEI number for the Authorised Device which must correspond to our records.

5.4 Provided that you meet the criteria set out in these terms, we will ship the exchanged Device to you within a reasonable time period following receipt of your damaged Authorised Device by ROKiT's or its Affiliate's authorised service centre. We aim to ship the exchanged Device to you within 2 working days (a working day being a day, other than a Saturday, Sunday or public holiday, in the United Kingdom when banks in London are open for business) following receipt of your damaged Authorised Device by ROKiT's or its Affiliate's authorised service centre.

## **6. Our Legal Obligations & Limitations of Liability**

6.1 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.

6.2 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 SWAPiT service (including any implied or statutory warranty); or
- any other loss or liability to the extent it cannot be excluded or limited under applicable law.

6.3 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 the SWAPiT service.

6.4 Since we only supply the SWAPiT 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.

6.5 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.

"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.



## 7. GENERAL

7.1 These terms together with the ROKiT Terms of Service that these terms link from set out the entire agreement between you and us relating to the terms under which SWAPiT is offered and provided to you and supersede all oral or written communications, agreements and understandings between you and us with respect to SWAPiT. If any part of these terms is declared invalid or unenforceable, all other parts of these terms are still valid and enforceable. No provision of these terms provides any person or entity other than you, us and our Affiliates and business partners with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third-party beneficiary rights.

7.2 You may not assign your rights or delegate any of your duties under these terms without our prior written consent, and any attempted assignment or delegation without such consent is void. 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.

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 We may amend these 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.

7.5 Where you have provided contact details to us in connection with your subscription or the SWAPiT service, 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.

7.6 These terms (and any dispute or claim arising out of or in connection with them, including non-contractual disputes or claims) are governed by and construed in accordance with English law. You and we agree to submit to the non-exclusive jurisdiction of the English courts, which means that you may bring a claim to enforce your consumer protection rights in connection with these terms in England or in the country within the European Union where you live.

7.7 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 have therefore decided against a voluntary participation.