



TERMS OF SERVICE

Introduction These Terms of Service apply to the ROK Life Services subject to your ROK Life Services package.

Your use of the Website is governed by the Website Terms of Use [[ROKiT Website Terms of Use](#)] and Acceptable Use policy [[ROKiT Website Acceptable Use Policy](#)]. Please read the Website Terms of Use and Acceptable Use policy carefully.

In order to use the ROK Life Services you will need to use ROK Launch Control, a mobile app that allows easy access to ROK Life Services. Use of ROK Launch Control is subject to the ROK Launch Control Terms of Use [[ROK Launch Control Terms of Use](#)] and the ROK Launch Control EULA [[ROK Launch Control EULA](#)].

In these Terms of Service the following words will have the following meanings unless the context otherwise requires:

Account: means your account with us for the ROK Life Services;

Added Value Service Provider: means any third party that provides any ROK Life Service;

Affiliates: means ROKiT's ultimate holding company, subsidiaries and the subsidiaries of ROKiT's ultimate holding company;

Authorized Device: means a Device that has been purchased from us;

Content: means any content or materials available to customers via any ROK Life Service, including but not limited to any text, graphics, audio, visual (including still visual images) and audio-visual material, software, applications, data, database content or other multimedia content, information and material, including the metadata relating to the above;

Device: means a cellular phone, SIM, data card, data modem, tablet or other computing or data equipment;

ROK Life Services: means the services set out on the Website from time to time which are available via one or more ROK Life Services package;

ROKiT, we, us and our: means ROKiT Phone Company LLC whose principal office is at 17383 Sunset Blvd, A300, Pacific Palisades, CA 90272;

Website: means our website at www.ROKiTPhones.com; and

you, your: means an individual who uses the ROK Life Services or our Website (including but not limited to any subscriber, free trial user, or purchaser of any ROK Life Service requiring payment of a fee).

Please read these Terms of Service carefully.

BY USING THE ROK LIFE SERVICES YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE DO NOT USE THE ROK LIFE SERVICES.

We may make changes to these Terms of Service from time to time and will post updated Terms of Service incorporating the changes to the Website. Your continued use of the ROK Life Services after the date on which the updated Terms of Service are posted to the Website will constitute your acceptance of the changes. Please check the Website regularly to ensure that you are aware of changes to the Terms of Service.

YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD OR, THAT IF YOU ARE UNDER 18 YOU HAVE BEEN GIVEN PERMISSION BY A PARENT OR GUARDIAN TO USE THE ROK LIFE SERVICES AND YOUR PARENT OR GUARDIAN AGREES TO THESE TERMS OF SERVICE.

ROK Life Services

The ROK Life Services received by you will depend on which ROK Life Services package you select or is included with your Authorized Device purchase. ROK Life Services are provided for use exclusively with Authorized Devices by individuals. We cannot guarantee that an Authorized Device that has not been provided by us or an Authorized Device that has been modified by you, will be compatible with the wireless network, will comply with applicable Federal Communications Commission or other legal requirements, or that you will be able to access and use all or any parts of the ROK Life Services. If you alter or modify your Authorized Device in a way not authorized or recommended by the manufacturer, you may lose functionality, and you may be required to purchase a new Authorized Device in order to restore the ROK Life Services.

The ROK Life Services are provided by the Added Value Service Providers.

We may at any time change, amend, withdraw, replace, update or add to any of the ROK Life Services or any of the Added Value Service Providers at our sole discretion. We will post updated Terms of Service incorporating the changes to the Website and we will use reasonable efforts to keep you up to date with any change, amendment, update or addition to, or withdrawal or replacement of, any of the ROK Life Services.

We are not responsible for providing any of the ROK Life Services to you. We will have no liability to you for any claim relating to any ROK Life Services or the provision or failure to provide any ROK Life Services.

Although, they may change from time to time, the current ROK Life Services comprise of:

ROK Life Service

A telemedicine system that permits the delivery of personalized medical services by telephone and over the internet (the “MeMD Branded Product”).

Added Value Service Provider

MeMD, Inc.

Your use of the MeMD Branded Product is subject to you complying with the Added Value Service Provider's Term and Conditions at <https://www.memd.me/terms-conditions/>

ROK Life Service

Roadside Assistance

Added Value Service Provider

Roadside Protect, Inc.

Your use of the Roadside Assistance service is subject to you complying with the Added Value Service Provider's Term and Conditions at <http://www.roadsideprotect.com/home/terms-of-service-for-roadsideprotect-com/>

ROK Life Service

Family Legal Services

Added Value Service Provider

Legal Club of America

Your use of the Family Legal services product is subject to you complying with the Added Value Service Provider's Term and Conditions at http://www.legalclub.com/privacy_policy.asp

ROK Life Service

Identity Theft Restoration with up to \$1 Million of insurance coverage

Added Value Service Provider

AIIG administered by Legal Club of America

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Your use of the Identity Theft Restoration service is subject to you complying with the Added Value Service Provider's Term and Conditions at http://www.legalclub.com/privacy_policy.asp

ROK Life Service

Accidental Death Insurance of \$100,000

Added Value Service Provider

Sirius America

Your use of the Accidental Death Insurance, a Sirius America branded product, is subject to you complying with the Added Value Service Provider's Term and Conditions.

ROK Life Service

Final Expense Insurance up to \$20,000 towards burial and cremation and other miscellaneous funeral costs and expenses.

Added Value Service Provider

Sirius America

Your use of the Final Expense Insurance, a Sirius America branded product, is subject to you complying with the Added Value Service Provider's Term and Conditions.

ROK Life Service

MSC ScriptSave® Prescription Drug Saving Program ("**ScriptSave® Program**")

Added Value Service Provider

Medical Security Card Company, LLC

Your use of the ScriptSave® Program is subject to you complying with the ScriptSave® and/or WellRX Branded Program Terms and Conditions at <https://www.scriptsave.com/Terms>.

ROK Life Service

ROK Talk WiFi Calling or International long distance telecommunications service ("**ROK Talk WiFi**")

Added Value Service Provider

NetworkIP, LLC dba Elite Telecom

Your use of the ROK Talk service is subject to you complying with Elite Telecom's Terms and Conditions at <https://roktalk.info/support#terms>

ROK Life Service

ROK Talk Plus WiFi Calling or International long distance telecommunications service ("**ROK Talk Plus WiFi**")

Added Value Service Provider

NetworkIP, LLC dba Elite Telecom

Your use of the ROK Talk service is subject to you complying with Elite Telecom's Terms and Conditions at <https://roktalkplus.app/support#terms>

ROK Life Service

ROKiT Games

Added Value Service Provider

Appland AB, a company duly incorporated and registered in Sweden ("**Appland**").

Your use of the ROKiT Games service is subject to you complying with Appland's Terms and Conditions.

ROK Life Service

ROKTV

Added Value Service Provider

Freecast, Inc. (“Freecast”)

Your use of the ROKTV service is subject to you complying with Freecast’s Terms and Conditions at <http://roktv.com/members/tos/>

ROK Life Service

Stingray Music

Added Value Service Provider

Stingray Digital Group, Inc.

Your use of the Stingray Music service is subject to you complying with Elite Telecom’s Terms and Conditions at <http://www.stingray.com/en/terms-and-conditions>.

ROK Life Service

ROK FliX3D

Charges for the ROK Life Services The charges for the ROK Life Services are set out on the Website. We may change any or all of the charges from time to time, provided that the new charges are posted on the Website at least 30 days before coming into effect.

Service charges We also may charge additional fees for specialized requests or services related to your Account. Visit our Website for details of our charges. **Taxes and surcharges** Charges for the ROK Life Services do not include taxes or regulatory fees. We charge state and local sales taxes on all purchases made through our Website. Charges also may include a surcharge for federal and state Universal Service Fund contributions and state and local 911 fees. Taxes and regulatory fees are subject to change without notice. **Disputed charges** If you think that there has been an error in any charge to your Account, you must notify us promptly after the charge appears on your Account. You can contact us using the methods indicated on our Website. If you do not notify us promptly, you waive any right to dispute the charge, including in arbitration or court proceedings. If we determine that the disputed charge was inappropriate and was raised by you in a timely manner, we will credit, refund or provide other compensation to you at our discretion. If we credit, refund or provide other compensation to you to settle a disputed charge, you agree that the dispute is fully and finally resolved and not subject to further proceedings. **Third party charges** We are not liable for any charges for products or services provided by third parties through and for use on Authorized Devices and the wireless network, including for certain applications (“Apps”) and services provided by Apps you download to your Authorized Device. You must contact the third party directly for any unauthorized or disputed charges. **Payment Terms** Payments are automatically collected from the payment method on file at the end of the ROK Life Services period. **Billing Definitions and Terms for Monthly Service** Your activation date is the day that your ROK Life Services package is activated and you are first billed, this must occur within 60 days after the date of purchase of the Authorized Device. As with many other service providers, a ROK Life Services period is 30 days. We attempt to purchase the next 30 days of ROK Life Services for each customer on the 27th day of the ROK Life Services period. If payment fails, we send our customer a message and then try purchase ROK Life Services again on the 30th day of the ROK Life Services period. This is to ensure that our customers have a working payment method on file and prevent disconnection on the 31st day. **Billing Definitions for Annual Service** “Once Year”, “A Year” or “Year” of ROK Life Services is defined as 360 days.

Account suspension for declined payments or credit card chargebacks If we have attempted to charge your registered payment method for a charge that we deem is authorized and valid under the Terms of Service, and the credit/debit card company withholds such payment, we reserve the right to suspend your access to the ROK Life Services until payment is received or terminate your ROK Life Services and deactivate your Account at our sole discretion. For a credit card chargeback, if the chargeback is not resolved and reversed, we will terminate your ROK Life Services and your Account will be deactivated and we will assess you a termination charge equal to the balance in your Account, which is not refundable. If your account is reactivated subsequently, you may be charged a fee for each chargeback. **Refunds and returns** Monthly charges are non-refundable. **Lost or stolen Device** If your Authorized Device is lost or stolen, you are responsible for charges incurred for ROK Life Services until you notify us of the loss or theft through any of the means indicated on our Website. Upon receiving notice that your Authorized Device is lost or stolen, we will suspend your access

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to the ROK Life Services. **Acceptable uses** You agree not to use the ROK Life Services, your Authorized Device or the Website in any way (including but not limited to by posting, publishing or distributing material) that is illegal, fraudulent, threatening, obscene, indecent or abusive as we determine in our sole discretion including but not limited to, to harass, defame or slander any individual or entity. You may not use the ROK Life Services in a manner that interferes with another customer's use of the ROK Life Services or the underlying infrastructure of the wireless network. You are legally and financially responsible for all data activity to and from your Authorized Device, regardless of who initiates the activity. **Unsolicited messages** If you intentionally send spam from your Authorized Device, we may terminate the ROK Life Services without further notice. **Suspension or termination** We reserve the right to issue a warning and to suspend or terminate your use of the ROK Life Services and access to the Website at any time if we determine in our sole discretion that you have violated any of the Terms of Service or any of our rules or policies or for any other reason. **Internet content** Some content you attempt to access on your Authorized Device may not be stored or processed because of memory limitations. You agree that we are not liable for the deletion of or failure to store content, and, in compliance with the Terms of Service, you should store photographs and other information permanently by using other means. Downloaded or created content on your Authorized Device may expire or be deleted unless you otherwise arrange for its retention and/or preservation. You are responsible for the content you access on your Authorized Device. Some content available on the Internet may be unsuitable for minors, and you should take care when sharing your Authorized Device with minors. **Use of Apps** Not all Apps will work on all Authorized Devices, and some Apps may not be available in all areas. Use of certain Apps may require the disclosure of personal information subject to the policies of the companies that offer such Apps. **Location-based services** Location-based services use and provide information based on the location of your Authorized Device. When you turn on your Authorized Device, it automatically communicates with the wireless network and relays its current location unless you have turned off location functionality on your Authorized Device. The accuracy of location-based services may be affected by circumstances beyond our control, including atmospheric, geographic or topographic conditions. We do not warrant or guarantee that location-based services will be available at any specific time or geographic location, or that they will be provided without interruption. By using our location-based services, you consent to have us or our business partners (including but not limited to Added Value Service Providers) electronically collect, monitor and track your physical location and the location of your Authorized Device. We collect and disclose your location information only to provide you with the location-based services you have requested, or in emergency situations as prescribed by law. If you allow others to use your Authorized Device, you are responsible for informing these others that their location information may be collected or disclosed. We will not provide your location information to third parties without your consent other than as prescribed by law. **Safety and security** We are not responsible for the content or security of voicemail, messages or contact lists you create. Use your Authorized Device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your Authorized Device to send text messages. Always use your Authorized Device in accordance with all applicable laws and regulations. **Use of your customer information** When you agree to the Terms of Service, you also agree to the terms of our Privacy Policy available on the Website. Our Privacy Policy includes important information on what data we collect about you, how we use this data and with whom we share that data. We may make changes to our Privacy Policy from time to time and will post the updated Privacy Policy incorporating the changes to the Website. Your continued use of the ROK Life Services after the date on which the updated Privacy Policy is posted to the Website will constitute your acceptance of the changes. Please check our Website regularly to ensure that you are aware of changes to our Privacy Policy. In the course of providing the ROK Life Services to you, we may collect certain information made available to us solely because of our relationship with you, including information regarding the nature and type of use that you make of the ROK Life Services and the calls that you place and receive. We always will handle this data, which is "Customer Proprietary Network Information" ("CPNI"), in accordance with Federal Communications Commission regulations, Federal consumer privacy laws and our Privacy Policy. We protect CPNI and your other personal information from unauthorized use or disclosure. We will use personal information in accordance with our Privacy Policy. **Law enforcement** We are legally and contractually obligated to cooperate with law enforcement in the investigation of violations of law. We may disclose to law enforcement authorities and governmental agencies any information, including your name, Account history, Account information or other transmission data requested by them. **ROKIT Website:** You may use our Website to manage your Account, make payments, view our content and learn more about Authorized Devices and services. Use of our Website is subject to the Terms of Service and our Privacy Policy, which are available on our Website. **Dispute resolution** We and you each agree to contact each other first with any disputes. You must contact us with any dispute by the means indicated on our Website. Please provide a description of the problem, all relevant documents/information and the proposed resolution. We will contact you at the last address that you have provided us or on your Authorized Device. We each agree to negotiate in good faith to resolve any dispute. **Legal claims** You agree to waive any right to pursue disputes against us, our Affiliates or business partners (including but not limited to Added Value Service Providers) on a class wide basis and by trial by jury in any lawsuit, arbitration or other proceeding to the extent permitted by law.

Limitation of liability We and you agree to limit claims for damages or other monetary relief against each other to direct

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and actual damages unless prohibited by law. You agree that we, our Affiliates and our business partners (including but not limited to Added Value Service Providers) are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of the Website, Authorized Devices or the whole or any part of the ROK Life Services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. We assume no risk or responsibility for your use of any Content. We are not liable for (1) any act or omission of any other company furnishing any part of the ROK Life Services (including without limitation the Added Value Service Providers) or any equipment (including without limitation the Authorized Devices) provided in connection with the ROK Life Services; (2) errors or omissions of our business partners (including but not limited to Added Value Service Providers); (3) any damages that result from any product or service provided by or manufactured by third parties; or (4) any unauthorized or disputed charges for the ROK Life Services that appeared more than 30 days earlier on your Account statement which you did not promptly dispute in accordance with the Terms of Service. You acknowledge that no fiduciary or other special relationship exists between you and us, by virtue of the Terms of Service or your use of Authorized Devices or the ROK Life Services. You also agree we are not liable for missed voicemails or deletion of contacts from your address book, content, or lost messages from your voicemail system.

Warranties THE WEBSITE AND THE ROK LIFE SERVICES ARE MADE AVAILABLE “AS IS” AND ON AN “AS AVAILABLE” BASIS AND ROKiT MAKES NO AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES, AND REPRESENTATIONS (COLLECTIVELY, “**WARRANTIES**”) WITH RESPECT TO THE WEBSITE OR THE ROK LIFE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUALITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ROKiT MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE ROK LIFE SERVICES (OR ANY PART THEREOF) OR WEBSITE WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND ROKiT DISCLAIMS ANY LIABILITY RELATING THERETO. ROKiT MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE ROK LIFE SERVICES OR WEBSITE WILL BE ACCURATE, TIMELY, RELIABLE, UNINTERRUPTED, OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, ROKiT MAY MODIFY, SUSPEND, OR DISCONTINUE ANY PART OR ALL OF THE ROK LIFE SERVICES OR THE WEBSITE OR YOUR USE OF EITHER OR BOTH. IN SUCH EVENT, ROKiT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY. YOU UNDERSTAND THAT YOU MAY ENCOUNTER OFFENSIVE, INDECENT, OR OTHER OBJECTIONABLE CONTENT WHEN USING THE ROK LIFE SERVICES. ROKiT WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH CONTENT. SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE ROK LIFE SERVICES MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT ROKiT ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS, OR SERVICES. CERTAIN STATE LAWS DO NOT ALLOW DISCLAIMERS OF OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification You agree to indemnify and hold harmless us, our Affiliates, business partners (including but not limited to Added Value Service Providers) and our and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys’ fees on account thereof) resulting from your use of the Website by you or your use of the Authorized Device or the ROK Life Services or their use by any other person, whether based in contract or tort (including strict liability) and regardless of the form of action.

Effect of These Terms of Service These Terms of Service and the documents referred to in these Terms of Service set out the agreement between you and us relating to the terms under which ROK Life Services are offered and provided to you and supersede all oral or written communications, agreements and understandings between you and us with respect to the ROK Life Services and the terms under which they are offered and provided to you. If any part of the Terms of Service is declared invalid or unenforceable, all other parts of the Terms of Service are still valid and enforceable. No provision of the Terms of Service provides any person or entity other than you, us and our Affiliates and business partners (including but not limited to Added Value Service Providers) with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third-party beneficiary rights. If there is any inconsistency between these Terms of Service and your ROK Life Services package then your ROK Life Services package shall prevail. **Governing Law; Jurisdiction** These Terms of Service are governed by, and will be construed under, the laws of the United States of America and the laws of the State of California. All disputes arising out of or related to your use of the ROK Life Services or the Website shall be subject to the exclusive jurisdiction of the state and federal courts located in California and you agree to submit to

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the personal jurisdiction and venue of such courts. **Third Parties** Third parties and other third party App store providers are not parties to these Terms of Use. **Contact Us** If you have any questions about these Terms of Use, contact us at support@ROKiTphones.com **Notices** You may notify us by electronic means via the Website. Notices will be considered effective after we receive them. Any notice we send you will be sent to your last known residence or electronic address as shown on our records, or via text message to your Authorized Device. **Export** You agree to comply with all trade regulations and export control laws, both domestic and foreign. Authorized Devices, software, and any underlying information accessed or transferred by you using the ROK Life Services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. 2401, et seq.) and the Export Administration Regulations (50 C.F.R. 730-774), as well as the import regulations of other countries. You agree not to export or re-export any Authorized Devices or software to any foreign country. Any information transferred by you using the ROK Life Services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations. **Assignment** You may not assign your rights or delegate any of your duties under the Terms of Service without our prior written consent, and any attempted assignment or delegation without such consent is void. We may assign all or part of the Terms of Service or your debts to us without notice. **Trademarks and licenses** The ROKiT name and logo are registered trademarks of ROKiT or its Affiliates.