

ROKIT WEBSITE TERMS OF USE

These terms together with our Privacy Policy [[Privacy Policy](#)] and Acceptable Use Policy [[Acceptable Use Policy](#)], provide you with information about us and tells you the terms on which you may use our website www.rokitphones.com (our "site").

Please read these terms carefully before you start to use our site. You should keep a copy of these terms for future reference.

By using our site, you indicate that you accept these terms and that you agree to abide by them. If you do not agree to these terms, please refrain from using our site.

INFORMATION ABOUT US

This site is operated by ROKiT Phone Company LLC, a limited company incorporated and registered in Delaware, USA, with company number 82-5427852 and our office address is 17383 Sunset Blvd, Suite #A300, Pacific Palisades, CA 90272, USA.

To contact us please email us at support@rokitphones.com.

References to "we", "us" and "our" in these terms are references to ROKiT Phone Company LLC.

DISCLAIMER & RELIANCE ON INFORMATION

The content on our site is provided for general information purposes only and do not claim to be or constitute legal or other professional advice or any other form of advice and shall not be relied upon as such. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on our site and, to the fullest extent permitted by applicable law, we exclude all liability for loss or damages (whether direct or indirect) arising from use of our site.

1 ACCESSING OUR SITE

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Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

Your use of our site means that you accept, and agree to abide by, all the policies contained in our [[Acceptable Use Policy](#)].

Our site is directed to people residing in the United States of America. We do not represent that content available on or through our site is appropriate for use or available in other locations

YOUR ACCOUNT & PASSWORD

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.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@rokitphones.com.

3 INTELLECTUAL PROPERTY RIGHTS & USE OF CONTENT

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We are the owner or the licensee of all intellectual property rights in our site, and in the content published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the content on our site for business or commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the content you have made.

CHANGES TO OUR SITE

We may update and change the content on our site at any time. If necessary, we may suspend access to our site, or close it indefinitely. Any of the content on our site may be out of date at any given time, and we are under no obligation to update such content. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

5 UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our [\[Acceptable Use Policy\]](#).

You confirm that any such contribution does comply with those standards, and you will be responsible for any loss or damage that we suffer as a result of that confirmation being incorrect.

Any content that you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but, when you upload or post content to our site, you grant us a worldwide, non-exclusive, royalty-free, transferable, sub-licensable licence, for the duration of the protection of any copyright in that content, to use, reproduce, distribute, modify and display that content in any media and in connection with (or in order to promote) our site or the services that we provide. You also grant a licence to other users of the site to use your content for their purposes.

To the extent permitted by applicable law, we have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if we become aware of your post and, in our opinion, your post does not comply with the content standards set out in our [\[Acceptable Use Policy\]](#).

User content uploaded to the site has not be approved or verified by us. The views expressed by other users on our site do not represent our views or values.

6 OUR LIABILITY

The content displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business or business interruption;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Nothing in these terms affects your statutory rights.

LINKS TO AND FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. No such links nor any information you obtain from them are approval by us. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a third party website via our site we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The third party website in which you are linking must comply in all respects with the content standards set out in our [\[Acceptable Use Policy\]](#).

If you wish to make use of any content from our site other than as set out above, please contact us at support@rokitphones.com.

VIRUSES, HACKING AND SIMILAR OFFENSES

You must not misuse our site by knowingly introducing viruses, trojans, malware worms, logic bombs or other content (including software code) which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, platform and device in order to access our site. You should use your own virus protection software. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, device, computer programs, apps, data or other proprietary material due to your use of our site or to your downloading of any content posted on it, or on any website linked to it.

PRIVACY

We process your personal data in accordance with our Privacy Policy set out at [\[Acceptable Use Policy\]](#).

CHANGES TO THESE TERMS

We may update and amend these terms at any time from time to time. Each time you use our site, please check these terms to ensure that you take notice of any changes we have made and understand the terms that apply at that time.

APPLICABLE LAW AND JURISDICTION

These terms, their subject matter and their formation (and any non-contractual disputes or claims), are governed by and construed in accordance with the law of the State of California, USA. You and we agree to submit to the exclusive jurisdiction of the courts of the State of California, USA.