

ROK Entertainment Group Limited: TERMS AND CONDITIONS

To avoid any misunderstandings, please take a moment to read these Terms, which govern the contract between us. They set out the basis of how you use this Site, the purchase of our Products, what we provide, what we charge and what we ask of you in return.

1. Definitions

1.1. In these terms and conditions (“**these Terms**”) unless the context otherwise requires, the following words and phrases shall have the following meanings:

“ Products ”	means items for wireless devices available for sale on the Site and/or through any method of sales (including but not limited to Premium SMS payment, Bango payment and any credit card); and “ Product ” shall be construed accordingly;
“ ROK ”, “ us ” or “ we ”	means ROK Entertainment Group Limited (Company Number 05120144) or any of its subsidiary, associated or affiliated companies;
“ Site ”	means any website and/or WAP site owned or managed by ROK in connection with the sale of the Products;
“ you ”, “ your ”, “ customer ” or “ customers ”	means the person, persons, firm or company placing an order for Products with ROK;

2. These Terms

2.1. By using the Site and/or purchasing any Products you agree to be legally bound by these Terms, which shall take effect immediately on your first use of this Site and/or your first purchase of any Products. If you do not agree to be legally bound by all these Terms please do not access and/or use this Site or purchase any of the Products.

2.2. ROK may change these Terms at any time by posting changes on the Site. Please review these Terms regularly to ensure you are aware of any changes made to the Site. Your continued use of this Site after changes are posted means you agree to be legally bound by these Terms as updated and/or amended. Changes to these Terms will not affect any existing contract between you and ROK.

3. The Customer

3.1. It is an express condition that any customer purchasing Products through the Site is fully and legally entitled to do so. In the event that you place an order for a Product through the Site you hereby warrant and represent that you are over 18 years of age or are the required legal age in your country in order to purchase any Product, and that all information that you provide about yourself is true, accurate, current, complete and not misleading.

3.2. Within the suite of Products there are some that are provided for adult entertainment only. In order to purchase such Products it will be necessary for you to supply details as proof of your age, this may mean providing your credit card details or some other proof of your age and such information obtained by us will be dealt with in accordance with our Privacy Policy [\[Link\]](#).

4. The Products

4.1. ROK currently provides customers with access to various mobile and online services, including various types of mobile media content and games. All new features that augment or enhance the Products, including the release of new ROK products, shall be subject to these Terms.

4.2. Not all mobile phones or other wireless devices have the necessary specifications to have Products sent to them. Before proceeding to making any payments to ROK and purchasing any Product it is your responsibility to check that:

4.2.1. your mobile phone and/or wireless device is set to receive text messages; and

4.2.2. your mobile device is capable of receiving Wap communications; and

- 4.2.3. the mobile phone and/or wireless device to which you are sending the Product is compatible with the Product in question; and/ or
- 4.2.4. the mobile phone is compatible with the specific forms of memory/removable media in question.
- 4.3. ROK reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any Products (or any part thereof) with or without notice. You agree that ROK shall not be liable to you or to any third party for any modification, suspension or discontinuance of any Product.

5. **Price and Payment of the Products**

- 5.1. The price for each Product will be the price specified on the Site at the time of the purchase. All prices shall have value added tax and any other relevant tax added thereto at the prevailing rates from time to time.
- 5.2. You may pay for the Products by using any method currently specified on the Site, which may include without limitation;
 - 5.2.1. premium line numbers; or
 - 5.2.2. premium SMS orders; or
 - 5.2.3. payment by credit card or debit card through the Site; or
 - 5.2.4. mobile operator wallets; or
 - 5.2.5. retail PIN code redemption.

6. **Delivery**

- 6.1. You recognise that the Site may, from time to time, be adversely affected by events outside our control. We will use all reasonable endeavours to ensure the uninterrupted and timely supply of the Products and will take all reasonable steps at our expense to correct any error, omission or mistake, but we will be under no liability to you for any error, or delay, or failure in transmission or delivery of the Products (as the case may be).
- 6.2. You acknowledge that delivery of Products is subject to the limitations of the enabling technology on which it is reliant and may be adversely affected by network performance and other operational factors beyond our control, including without limitation, congestion, network coverage, dropped connections, the performance of your wireless device and the maintenance of secure network connections and/or third party physical delivery or postal services. We accept no responsibility if you do not receive the Products for any of these reasons. These terms and conditions will not affect your statutory rights.
- 6.3. Delivery or despatch of Products is usually within 48 hours of ordering excluding UK public holidays. However, ROK do not warrant or guarantee the delivery time and shall have no liability to you for any loss, damage, costs, expenses or other claims that you may incur as a result of late delivery.
- 6.4. If you have not received a Product you have ordered within 7 days of ordering, you are advised to email us at cs@ROK.com at the earliest opportunity to notify us of the problem.
- 6.5. If the Product still has not been successfully delivered, you must notify us in either by writing or by contacting our customer service team within 7 days of the date of payment. If you do not notify us within this period, we shall presume that the Product has been received and we shall not be under any further liability to you.
- 6.6. If our records show the Product as having been sent, we may, at our sole and absolute discretion, attempt to resend the Product in question free of charge up to a maximum of two more times. The Product resent will be the same Product to the same mobile phone and/or wireless device only. If your mobile phone and/or wireless device remains unable to receive delivery of the Product and the reason for non-delivery is not attributable to any of the items contained at clause 8.4 we will consider refunding your payment.

7. **Intellectual Property Rights**

- 7.1. All intellectual property rights in the Products (subject to the rights of any third party) belong to ROK.
- 7.2. The names, images and logos identifying ROK and/or third parties and their products and services are subject to copyright, design rights trade marks and other intellectual property rights of ROK and/or third parties. Subject

to the following sub-clause, nothing contained in these Terms shall be construed as conferring by implication or otherwise any licence or right to use any trademark, patent, design right, copyright or other intellectual property rights of ROK or any other third party.

7.3. ROK hereby grants you an irrevocable personal, non-transferable license to use the purchased Product on the single wireless device to which the Product is transmitted to or used within, and for no other purpose provided that you keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the Products is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

7.4. The Site may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

8. **Warranties and Liability**

8.1. ROK warrants and represents that it has all necessary rights to grant the licence to use any Products sold pursuant to these Terms.

8.2. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence or that of our employees or agents. If you are a consumer (within the meaning of the Unfair Contract Terms Act 1977), the content of these Terms will not affect your statutory rights.

8.3. ROK shall have no obligation to you other than to use all reasonable endeavours to deliver a Product ordered by you in accordance with delivery instructions provided by you. ROK's liability hereunder (if any) shall not in any event exceed the price paid by you for the Product ordered nor subsist more than three (3) months after the date of purchase. ROK accepts no liability for any adverse effects you or any third party may suffer by reason of listening to or viewing a particular Product. Notwithstanding the foregoing ROK shall have no liability whatsoever for any indirect, exemplary, punitive, economic or other consequential damages suffered by you of any kind. ROK accepts no liability for the loss of existing items that may currently be stored on your phone.

8.4. ROK shall not be liable to you in any way for any failures, defects or delays in the delivery of the Products which are caused by any event out of ROK's reasonable control and including but without limitation any one or more of the following reasons:

8.4.1. any inaccuracies represented by you including, but without limitation,:

- (a) where you have provided incorrect information before ordering a Product; or
- (b) ordered Products twice; or
- (c) where you have inserted the wrong number for the recipient device of the Product; or

8.4.2. your mobile phone and/or wireless device is not compatible with the Product in question; or

8.4.3. your mobile phone and/or wireless device has insufficient credit to complete the transaction; or

8.4.4. your message mail box is full and has no additional memory to receive the download; or

8.4.5. your mobile phone and/or wireless device is out of range or for some other reason can not be contacted; or

8.4.6. you accidentally erase a Product delivered to you; or

8.4.7. you supply any material or instructions which are incomplete, incorrect, inaccurate, illegible or in the wrong form; or

8.4.8. any other fault of the customer.

8.5. You hereby agree to indemnify ROK and to hold us harmless from any loss or damage we may incur by reason of any breach by you of any of these Terms including but without limitation any infringement by you of any third party intellectual property rights in any personalised item you may request us to prepare for you.

7.6 ROK shall have no liability for any delay or failure on its part in fulfilment of any of its obligations hereunder or for any damage suffered by you by reason of your use of the Site where such delay or failure or damage arises

from reasons beyond its reasonable control. Without limitation to the forgoing you acknowledge that the functional aspects of the Site may be subject to interruption or error and those viruses or other harmful components may be introduced to the Site or the server by third parties from time to time. You accordingly acknowledge that you use the Site entirely at your own risk.

9. **Notices, Enquiries and Complaints**

9.1. Any notices, enquiries or complaints should be:

9.1.1. e-mailed to cs@ROK.com; or

9.1.2. addressed to customer services on telephone number +44(0)1902 374896 or faxed to +44(0)1902 374603; or

9.1.3. sent by post to Customer Services, ROK Entertainment Group Limited, ROK House, Kingswood Business Park, Holyhead Road, Kingswood, Albrighton, Wolverhampton, WV7 3AU, UK.

10. **Distance Selling**

10.1. This clause sets out those matters required pursuant to the EC Directive on Distance Selling (Directive 97/7) as ratified by the Consumer Protection (Contracts Concluded by Means of Distance Communications) Regulations 2000:

10.1.1. **Identity.** The supplier of any Product purchased pursuant to these Terms is ROK, as herein defined.

10.1.2. **Description of Products.** The items sold pursuant to these Terms comprise Products either selected from those available on our Site or created by us to your order.

10.1.3. **Price.** The price of Products purchased via the Site shall be the price advertised on our price list on the Site at the time of purchase together with Value Added Tax and any other relevant tax thereon at the prevailing rates from time to time.

10.1.4. **Delivery Costs.** Products are delivered directly to your mobile phone and/or wireless device or your address at no additional cost and the price of delivery is all inclusive within the final displayed price of the Product.

10.1.5. **Payment.** Payment for any Product purchased pursuant to these Terms must be made by SMS order or premium rate number reverse billing, credit card, operator wallet or retail pin code redemption and is integrated into our order system.

10.1.6. **Cancellation.** Due to the nature of the Product and the fact that the Products can be previewed or heard prior to purchase or viewed or listened to once purchased there is no right of cancellation.

10.1.7. **Cost of Communicating with ROK.** There are no premium rate charges which you will incur by reason of communicating with ROK. The cost of any such communication will accordingly be limited to the charges you would normally incur for use of the internet or phone charges in accordance with personal arrangements made with your internet service provider and your telephone carrier.

10.1.8. **Price Validity.** The price of Products is fixed at the date of purchase. Future purchases shall be subject to prices prevailing at that time.

10.1.9. **Duration of Contract.** The right and licence to use a Product sold pursuant to these Terms is perpetual, non-exclusive and irrevocable but limited to use on the mobile phone and/or wireless device to which the Product is initially transmitted.

11. **Non-Provision of Service**

11.1. ROK reserves the right to deal with any prospective customer or other person in its absolute and unfettered discretion. In particular and without limitation we may refuse to produce a personalised Product on the grounds it may infringe third party rights, or that it is obscene, racist or sexist or otherwise contravenes any law or regulation.

12. **Privacy Policy**

12.1. Any information we receive from you through the Site will be dealt with in accordance with our Privacy Policy [\[Link\]](#). You acknowledge and agree to be bound by the terms of our Privacy Policy [\[link\]](#).

13. **Use of the Site**

13.1. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use any of the Site content in any way except for your own personal and non-commercial use. You also agree not to adapt, alter or create a derivative work from any of the Site content except for your own personal, non-commercial use. Any other use of the Site content requires the prior written permission of ROK.

13.2. As a condition of your use of the Site, you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site, or network, connected to the Site, or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorized access to the Site, accounts, computer systems or networks connected to the Site, through any means. ROK reserves the right at all times to disclose any information as ROK deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion.

13.3. The information and Products in or available through the Site may include inaccuracies or typographical errors. Changes are periodically made to the Site and to the information therein. ROK and/or its authorised agents may make improvements and/or changes in the Site at any time. ROK and its authorised agents make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, products, services and related graphics contained within the Site for any purpose. All such information, products, services and related graphics are provided "as is" without warranty of any kind.

13.4. ROK and its authorised agents hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. You specifically agree that ROK shall not be responsible for unauthorised access to or alteration of your transmissions of data and for any material or data sent or received or not sent or received. You specifically agree that ROK is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.

13.5. ROK shall have no liability for any, direct, indirect, special or consequential loss arising out of the use of or the inability to use this Site including (without limitation) reliance on any information or content of the Site or which results from mistakes, omissions, interruptions, deletions of files or emails, defects, viruses or delays in operation or transmission.

13.6. Certain links in this Site connect to other Sites maintained by third parties over whom we have no control. ROK makes no representations as to the accuracy or any other aspect of information contained in other Sites.

14. **Contributions through the Site**

14.1. If you are invited to submit any contribution to the Site (including any text, graphics, video or audio) you agree, by submitting your contribution, to grant ROK a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in our Privacy Policy [\[Link\]](#). If you do not want to grant to ROK the rights set out above, please do not submit your contribution to the Site.

14.2. Further to the preceding sub-clause, by submitting your contribution to the Site, you:

14.2.1. warrant that your contribution;

- (a) is your own original work and that you have the right to make it available to the Site for all the purposes specified above; and
- (b) is not defamatory; and
- (c) does not infringe any law.

14.2.2. will indemnify ROK against all legal fees, damages and other expenses that may be incurred by ROK as a result of your breach of the above warranty; and

14.2.3. waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and the purposes specified above.

15. **General**

15.1. These Terms govern the contract to the exclusion of all other terms and conditions stipulated in any other communication or document unless expressly agreed in writing by ROK.

15.2. If any clause or part of a clause in these Terms is held by any Court of competent authority to be unlawful, invalid or unenforceable, such clause or part shall be severed and the remaining provisions of these Terms shall remain in full force and effect.

15.3. These Terms, together with our Site prices, contact details and Privacy Policy [\[Link\]](#) set out the whole of our agreement relating to the supply of the Products by us. Nothing said by any sales person on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any Products offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

15.4. The forbearance or failure of ROK to enforce any of its rights or remedies to which it is entitled under these Terms shall not be construed as a waiver of these rights or remedies and shall not restrict ROK from enforcing these rights or remedies in any other instance at any time. The rights and remedies provided in these Terms in favour of ROK are cumulative and (subject as provided in these Terms) are not exclusive of any rights or remedies provided by law.

15.5. The contract between you and ROK shall be governed by English law and you and ROK hereby submit to the exclusive jurisdiction of the English Courts.

I have read, understood and agree to be bound by these Terms and our Privacy Policy [\[Link\]](#) governing the sale of the Products, access to and use of the Site and all its associated functions and services.