

TERMS OF SERVICE

Effective Date August 29, 2017

Your ROK MOBILE SERVICE is powered by RMI, including its affiliates, assignees and agents ("ROK MOBILE," "we," "us," or "our"). These Terms of Service are part of your service agreement with us and constitute a contract under which we provide you Service under terms and conditions that you accept. Your service agreement with us includes (i) these Terms of Service, (ii) our Privacy Policy, (iii) our Acceptable Use Policy, (iv) any subscriber agreement or transaction materials that you sign or accept, (v) the service plan(s) that you choose as set forth in our written services and transaction materials that we provide or refer you to during the sales transaction (if your service plan is not specifically set forth in any printed materials, the requirements and terms set forth in the current written services and transaction materials apply, excluding plan charges and number of minutes included in your service plan), (vii) any confirmation materials that we may provide to you, (viii) the terms set forth in any applicable coverage map brochures, and (ix) any other supplemental terms and conditions that we provide or otherwise make available to you.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

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 MOBILE SERVICE AND YOUR PARENT OR GUARDIAN AGREES TO THESE TERMS OF SERVICE.

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 MOBILE SERVICE after the date on which the updated Terms of Service are 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 the Terms of Service.

1. ACCEPTANCE. BY USING THE ROK MOBILE SERVICE OR THE WEBSITE 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 MOBILE SERVICE.

2. INTRODUCTION. These Terms of Service apply to the ROK MOBILE SERVICE and your use of the ROK MOBILE SERVICE and of our Website subject to your service plan.

3. RESTRICTED USAGE. The ROK MOBILE SERVICE may ONLY be used for the following purposes:

- (a) person to person voice calling;
- (b) text and picture messaging;
- (c) internet browsing through the ROK MOBILE SERVICE; and
- (d) streaming Music Content, in each case in accordance with these Terms of Service.

The ROK MOBILE SERVICE MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following:

- (a) continuous mobile to mobile or mobile to landline voice calls;
- (b) automated text or picture messaging to another mobile device or e-mail address;
- (c) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or
- (d) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

If you engage in any prohibited use we may terminate the ROK MOBILE SERVICE.

3.1 ACCEPTABLE USES. You agree not to use the ROK MOBILE SERVICE, 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 MOBILE SERVICE in a manner that interferes with another customer's use of the ROK MOBILE SERVICE 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.

3.2 UNSOLICITED MESSAGES. If you intentionally send spam from your Authorized Device, we may terminate the ROK MOBILE SERVICE without further notice. If we terminate the ROK MOBILE SERVICE your Account will be deactivated, you will lose your mobile phone number.

3.3 SUSPENSION OR TERMINATION. We reserve the right to issue a warning and to suspend or terminate your use of the ROK MOBILE SERVICE 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.

3.4 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 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.

3.5 USE OF APPS. Not all Apps will work on all of 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.

3.6 MOBILE PHONE NUMBER. The mobile phone number we provide is for your use while you are our customer. If you cancel the ROK MOBILE SERVICE or your Account is deactivated, we may give your mobile phone number to another customer without notice (unless you transfer the mobile phone number to another telecommunications provider in accordance with applicable regulations). While we do not expect to change your mobile phone number, and such changes are rare, under certain circumstances, we may be required to change your mobile phone number; if we do so, however, we will notify you prior to any change.

4. ROK MOBILE SERVICE. We provide the Core Service using the wireless network(s) 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 Core Service. 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 MOBILE SERVICE.

4.1 VOICE SERVICE. UNLIMITED DOES NOT MEAN UNREASONABLE USE. The Voice Service is provided solely for personal, non-commercial use. The Voice Service is provided solely for live dialog between two individuals and cannot be used for hosting conference calls, 3-way calling, call-forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. If ROK MOBILE finds that you are using the Voice Service for anything other than live dialog between two individuals, ROK MOBILE may at its option terminate your ROK MOBILE Service or change your service plan (in which case these Terms of Service shall continue to apply to your use of the ROK MOBILE SERVICE).

ROK MOBILE reserves the right to cancel or deactivate the ROK MOBILE SERVICE without notice, in order to protect the wireless network from harm due to any cause including, without limitation, the excessive and/or improper use of the Voice Service. We also reserve the right to deny or terminate the ROK MOBILE SERVICE, without notice, if we believe you are using or have used the Voice Service in any manner prohibited by these Terms of Service or if your usage, in ROK MOBILE's sole discretion, adversely impacts the wireless network or customer service levels. ROK MOBILE will presume you are engaging in a prohibited use of the Voice Service in violation of these Terms of Service if in ROK MOBILE's sole opinion, you are placing an abnormally high number of calls, or repeatedly placing calls of unusually long duration, or if your voice usage is harmful or disruptive to the wireless network or the ROK MOBILE SERVICE. If we determine, at our sole discretion, that you are using the Voice Service in violation of these Terms of Service, or in any other manner that we deem to be unreasonable or excessive, then we may terminate individual calls, decline to renew the ROK MOBILE Service, and/or offer you a different service plan (in which case these Terms of Service shall continue to apply to your use of the ROK MOBILE SERVICE and each component subject to any changes specified to your service plan). Notwithstanding the foregoing, we reserve the right to deny access to the ROK MOBILE SERVICE or deactivate or cancel your existing ROK MOBILE SERVICE for any reason at any time, in ROK Mobile's sole discretion.

4.2 TEXT SERVICE. UNLIMITED DOES NOT MEAN UNREASONABLE USE. The Text Service is provided solely for personal, non-commercial use. The Text Service is provided solely for live messaging purposes between two individuals. The Text Service cannot be used for Premium SMS which utilizes short codes, SMS chat programs, monitoring services, data transmissions, or other connections that do not consist of uninterrupted live messaging purposes between two individuals. If ROK MOBILE finds that you are using the Text Service for anything other than live messaging purposes between two individuals, ROK MOBILE may at its option terminate the ROK MOBILE SERVICE or change your service plan (in which case these Terms of Service shall continue to apply to your use of the ROK MOBILE SERVICE). Text messages may be limited to 160 characters per message. Premium text messages are NOT permitted under the Text Service. ROK MOBILE may support international text messaging based on your plan. Additional charges will apply for international text messaging. ROK MOBILE does not guarantee delivery of text messages and reserves the right to change the Text Service as needed without notification. Text messages, including downloaded content, not delivered within 7 days will be deleted. ROK MOBILE reserves the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to you in multiple parts. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient and each recipient is charged for the message received. ROK MOBILE reserves the right to deny or terminate access to the ROK MOBILE SERVICE or part thereof without notice to anyone we believe is using the Text Service in any manner prohibited by the Terms of Service or whose usage, in ROK MOBILE's sole discretion, adversely impacts the wireless network or customer service levels. ROK MOBILE will presume you are engaging in a prohibited use of the Text Service in violation of these Terms of Service if in ROK MOBILE's sole opinion, you send an abnormally high number of text messages, or if your text usage is harmful or disruptive to the wireless network or ROK MOBILE SERVICE. If we determine, at our sole discretion, that you are using the ROK MOBILE SERVICE in violation of the Terms of Service, or in any other manner that we deem to be unreasonable or excessive, then we may terminate and/or block individual messages, decline to renew the ROK MOBILE SERVICE, and/or offer you a different plan (in which case these Terms of Service shall continue to apply to your use of the ROK MOBILE SERVICE.) Notwithstanding the foregoing, ROK MOBILE reserves the right to deny access to the ROK MOBILE SERVICE or deactivate or cancel your existing ROK MOBILE SERVICE for any reason at any time, in ROK MOBILE's sole discretion.

4.3 DATA SERVICE. UNLIMITED DOES NOT MEAN UNREASONABLE USE. On some plans, high speed data is hard-capped and once the allotted high speed data threshold is reached, your Data Service will be unavailable for the remainder of your service period. Some plans include a fixed amount of high speed data each month as set forth in the plan description. After the high-speed data threshold is reached, your data speed may be reduced for the remainder of your service period. Some plans include unlimited high speed data and you may experience reduced data speeds if you exceed 20GB of high speed data usage. You will still have access to data over Wi-Fi. Reduced data speeds will still support

playback of music. The Data Service is provided solely for personal, non-commercial use. The Data Service is provided solely for access to the Internet for purposes of web browsing, messaging, and similar data activities as the applications and capabilities of your Authorized Device permit. To ensure that all customers have access to reliable services provided at a reasonable cost, you may not use the Data Service in a manner that interferes with any other ROK MOBILE's customer's use of the ROK MOBILE SERVICE or that disproportionately impacts the wireless network or ROK MOBILE resources. ROK MOBILE reserves the right, without notice or limitation, to place you on a different service plan (in which case these Terms of Service shall continue to apply to your use of the ROK MOBILE SERVICE) to limit data throughput speeds or quantities, or to deny, terminate, end, modify, disconnect or suspend your ROK MOBILE SERVICE, or decline to renew your ROK MOBILE SERVICE, if you engage in any of the prohibited uses detailed in these Terms of Service or if ROK MOBILE, in its sole discretion, determines that action is necessary to protect the ROK MOBILE SERVICE or ROK MOBILE resources from harm or degradation, or that your usage disproportionately impacts the wireless network or ROK MOBILE resources.

You may not use the Data Service:

- (a) with server devices or host computer applications or other systems that drive continuous heavy traffic or data sessions, including, but not limited to, disproportionate web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines;
- (b) as a substitute or backup for private lines or frame relay connections;
- (c) to send or receive unusually high numbers of messages;
- (d) to engage in atypical web usage behaviors;
- (e) for any activity that adversely affects the ability of other people or systems to use either the ROK MOBILE SERVICE or other parties' Internet-based resources; and
- (f) for any other reason that, in our sole discretion, harms the wireless network or disproportionately impacts the wireless network or ROK Mobile resources.

4.4 MOBILE OPTIMIZED DATA AND DATA STRETCHER. ROK MOBILE uses mobile optimized data technology on its Data Services that allows you to watch more video on your wireless devices while using less data by streaming content that it recognizes as video at Standard Definition quality, similar to DVD (about 480p), so you can enjoy more of what you love on your smartphone. For customers on limited high speed data plans, mobile optimized data allows customers to stretch their data while watching video.

Some ROK MOBILE plans include the Data Stretcher service, found within the MyROK app, which allows customers to manage and control their mobile optimized data experiences. Customers subscribed to a plan with Data Stretcher may choose to enable or disable Data Stretcher within the MyROK app. Enabling Data Stretcher will provide video at Standard Definition quality. Disabling Data Stretcher will cause video to be streamed and delivered in its native resolution, consuming more high speeds data. Data Stretcher is never applied when a device is on Wi-Fi and therefore all video on Wi-Fi will be delivered in its native resolution.

5. MUSIC SERVICE. The following provisions in this Section apply to the Music Service. By using the Music Service, you agree:

- (1) that we may remove or change any Content, or parts thereof, from the Music Service at any time without notice to you;
- (2) not to infringe the copyright, any moral rights (as defined in applicable legislation in the United States of America) or any other intellectual property rights that subsist in respect of the Content;
- (3) that access to the Music Service is not guaranteed and may be subject to interruptions;
- (4) that we make no warranties, express or implied in relation to the Music Service and, to the fullest extent possible under applicable law, hereby expressly disclaim any warranties, terms and conditions, express, implied or statutory with respect thereto, including without limitation,

warranties or conditions of satisfactory quality, fitness for a particular purpose, as to the use of reasonable skill and care and non-infringement, and their equivalents under the laws of any jurisdiction;

- (5) that the Music Content is provided “as is” and we do not represent that the Music Content is free of inaccuracies, errors, defects or bugs or that the Music Content has been tested for such in any way;
- (6) that the Music Content, whether posted publicly or transmitted privately, is the sole responsibility of the person from whom such Music Content originated. We do not control or endorse the Music Content and cannot guarantee the accuracy, integrity or quality of such Music Content and you acknowledge that by using the Music Service you may be exposed to Music Content that is offensive and/or indecent. We will not be liable in any way for any Music Content or for any loss or damage of any kind resulting from the use of any Music Content transmitted via the Music Service and you agree to bear all risks associated with the use of any Music Content, including any reliance on the accuracy or completeness of such Music Content;
- (7) that most Music Content made available is DRM-free however, you understand that some of the Music Content includes a security framework using technology that protects digital information and limits your usage of the Music Content to certain usage rules established by us and our licensors (“Usage Rules”. You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever;
- (8) that you may not attempt (or support others’ attempts) to capture, copy, or download a Preview. A “Preview” is a portion of a song or video, or in some cases, an entire song or video that you can play (and, if applicable, view) directly from and while you are logged on to the Music Service on a promotional basis at no cost to you. You may play as many Previews as you like;
- (9) that we have no obligation to monitor the Music Service but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these terms and conditions or is otherwise objectionable; and
- (10) that we shall have no liability or responsibility to you for any Music Content that may be available to you on the ROK MOBILE SERVICE that you might find offensive, indecent, or objectionable. Some music recorded after 1985 may be subject to the Recording Industry Association of America (“RIAA”) ‘Parental Advisory Label’ (as defined on the RIAA website). If ROK MOBILE has been informed that an album carries the ‘Parental Advisory Label’ (or similar designation) and is available on the ROK MOBILE SERVICE, it will be labeled with an “E” emblem (denoting “explicit”). The RIAA assigns its Parental Advisory Label to an entire album and not to the individual songs on the album; however, all the individual songs from such labeled albums will also be labeled with an “E” emblem on the ROK MOBILE SERVICE. Although ROK MOBILE strives to include the “E” emblem with all such material, ROK MOBILE shall have no liability or responsibility for the inadvertent omission thereof.

5.1 USAGE RULES FOR THE MUSIC SERVICE

- (1) You are authorized to use the Music Content only for personal, non-commercial use, and not for redistribution, transfer, assignment or sublicense, to the extent permitted by law;
- (2) You may not use Music Content as a musical “ringer” in connection with mobile phone calls;
- (3) You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Music Service or used to administer the Usage Rules, or interfere with, remove or alter any rights management information on the Music Content;
- (4) The delivery of Music Content does not transfer to you any commercial or promotional use rights in same;
- (5) Music Content in the MP3 or AAC format does not contain security technology that limits your usage of such Music Content and you may use them as reasonably necessary for personal, non-commercial use;

- (6) You agree that by accessing Music Content this constitutes your acceptance of and agreement to use such Music Content solely in accordance with the Usage Rules, and that any other use of the Music Content may constitute a copyright infringement. Any security technology, if applicable, is an inseparable part of the Music Content. The Usage Rules shall govern your rights with respect to the Music Content. We reserve the right to modify the Usage Rules at any time.

You agree not to use the Music Service:

- (1) to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- (2) to post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
- (3) to post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
- (4) to threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- (5) to use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- (6) to make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
- (7) to collect or store personal information about others, including email addresses, log-in details or other credentials;
- (8) to advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
- (9) to impersonate any person or entity for the purpose of misleading others;
- (10) to violate any applicable laws or regulations;
- (11) in any manner that could damage, disable, overburden or impair the Music Service or interfere with any other party's use and enjoyment of the Music Service;
- (12) to post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
- (13) to attempt to gain unauthorized access to the Music Service, other accounts, computer systems or networks connected to the Music Service through hacking, password mining or any other means.

6. ADDED VALUE SERVICE. The Added Value Services are made available to you as part of the ROK MOBILE SERVICE. The Added Value 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 Added Value 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 Added Value Services. We are not responsible for providing any of the Added Value Services to you. We will have no liability to you for any claim relating to any Added Value Service or the provision or failure to provide any Added Value Service.

Although, they may change from time to time, the current Added Value Services comprise of:

Added Value 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/>

**Added Value 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/>

**Added Value 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 Service Identity Theft Restoration with up to \$1 Million of insurance coverage

**Added Value Service:
Identity Theft Restoration**

Added Value Service Provider:
AIG administered by Legal Club of America

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.

**Added Value Service:
Accidental Death Insurance of \$100,000**

Added Value Service Provider:
Federal Insurance Company, a Chubb Company

Your use of the Accidental Death Insurance, a CHUBB Branded Product, is subject to you complying with the Added Value Service Provider's Term and Conditions at <https://www.chubb.com/us-en/terms-of-use.aspx>.

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

Added Value Service Provider:
Federal Insurance Company, a Chubb Company

Your use of the Final Expense Insurance, a CHUBB Branded Product, is subject to you complying with the Added Value Service Provider's Term and Conditions at <https://www2.chubb.com/us-en/terms-of-use.aspx>.

**Added Value 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 Well RX Branded Program Terms and Conditions at <https://www.scriptsav.com/Terms> Service International long distance telecommunications service (“ILD Service”).

**Added Value Service:
International Long Distance (“ILD”) VOIP Calling App**

Added Value Service Provider:
NetworkIP, LLC dba Elite Telecom

Your use of the ILD Service is subject to you complying with the Added Value Service Provider’s Terms prior to using the ILD Service.

7. CHARGES FOR THE ROK MOBILE SERVICE. The charges for the ROK MOBILE SERVICE are set out on the 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.

7.1 VOICE SERVICE CHARGES. Call minutes may be used to make and receive calls with people within the United States. Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. The time of a call will be determined based on the location of the wireless network equipment providing service for a particular call and not the location of your Authorized Device or your Authorized Device’s area code. Call minutes for outbound calls are measured from the time the wireless network begins to process the call (before the phone rings or the call is answered) through the wireless network. Standard call minutes allow you to call anyone within the United States from anywhere in the United States where the ROK MOBILE SERVICE is available. Visit our Website for our standard calling rates. We will not directly complete any calls to 411, 1-900, 1-976 or other pay-per-call services.

7.2 TEXT SERVICE CHARGES. Standard message rates for text messages and picture messages apply when a message is sent or received, whether it is read or viewed. Text messages sent or received while outside the United States are billed at our standard message rate plus an additional surcharge. Visit our Website for details of our charges.

7.3 DATA SERVICE CHARGES
Standard data rates for data usage apply when data is sent or received, whether it is read or viewed. Visit our Website for details of our charges.

7.4 TAXES AND SURCHARGES. Charges for the ROK MOBILE SERVICE do not include taxes or regulatory fees. We charge state and local sales taxes on all purchases made through our Website.

7.5. ADDITIONAL CHARGES. We also may charge additional fees for specialized requests or services related to your Account. Visit our Website for details of our charges.

7.6 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.

7.7 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.

8. BILLING AND PAYMENT TERMS

8.1 BILLING DEFINITIONS AND TERMS FOR YOUR MONTHLY SERVICE. Your activation date is the day that your Authorized Device is activated and you are first billed. Like with many other mobile carriers, a ROK MOBILE SERVICE period is 30 days. We attempt to purchase the next 30 days of service for each customer on the 27th day of service. If payment fails we send our customer a message and then try purchase service again on the 30th day of service. This is to ensure that our customers have a working payment method on file and prevent disconnection on the 31st day.

8.2 BILLING DEFINITIONS FOR ANNUAL SERVICE. “One Year”, “A Year” or “Year” of ROK MOBILE SERVICE is defined as 360 days.

8.3 PAYMENT TERMS. Payments are automatically collected from the payment method on file at the end of your billing cycle.

8.4 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 MOBILE SERVICE until payment is received. For a credit card chargeback, if the chargeback is not resolved and reversed, 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.

8.5 REFUNDS AND RETURNS. Monthly charges are non-refundable.

8.6 LOST OR STOLEN DEVICES. If your Authorized Device is lost or stolen, you are responsible for charges incurred 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 that Authorized Device.

9. NETWORK COVERAGE. The ROK MOBILE SERVICE is only available in geographic areas covered by the wireless network(s) of our underlying carrier(s). Wireless services use radio transmissions and coverage is not available everywhere. Quality of service may be affected by conditions within and beyond our control, including atmospheric, geographic, or topographic conditions, or by damage to your Authorized Device. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. Any statements or maps provided by us or our authorized dealers and resellers about coverage are intended to provide high-level estimates of our coverage areas when using the ROK MOBILE SERVICE outdoors under optimal conditions and do not mean that the ROK MOBILE SERVICE will be available under all circumstances, at all times or without interruption. Estimated wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control, may result in service interruptions, slower data speeds, or lower quality of service. You should never rely solely on your Authorized Device for emergency calls, including to 911.

10. 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 our underlying

carrier(s)) 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.

11. 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.

12. 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.

13. 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 MOBILE SERVICE 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 MOBILE SERVICE 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 MOBILE SERVICE 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.

14. 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.

15. LEGAL CLAIMS. You agree to waive any right to pursue disputes against us, our Affiliates or business partners (including but not limited to our underlying carrier(s)) on a class wide basis and by trial by jury in any lawsuit, arbitration or other proceeding to the extent permitted by law

16. LIMITATION OF LIABILITY. We and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages unless prohibited by law. You agree that we, our Affiliates and our business partners (including but not limited to our underlying carrier(s) and 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 MOBILE SERVICE 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 MOBILE SERVICE (including without limitation the Added Value Service Providers) or any equipment (including without limitation the

Authorized Devices) provided in connection with the ROK MOBILE SERVICE; (2) errors or omissions of our business partners (including but not limited to our underlying carrier(s) and 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 MOBILE SERVICE 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 MOBILE SERVICE. 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.

17. WARRANTIES. WITHOUT LIMITING ANY PROVISION IN THESE TERMS OF SERVICE, THE WEBSITE AND THE ROK MOBILE SERVICE ARE MADE AVAILABLE "AS IS" AND ON AN "AS AVAILABLE" BASIS AND ROK MOBILE MAKES NO AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES, AND REPRESENTATIONS (COLLECTIVELY, "WARRANTIES") WITH RESPECT TO THE WEBSITE OR THE ROK MOBILE SERVICE, 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. ROK MOBILE MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE ROK MOBILE SERVICE (OR ANY PART THEREOF) OR WEBSITE WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND ROK MOBILE DISCLAIMS ANY LIABILITY RELATING THERETO. ROK MOBILE MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE ROK MOBILE SERVICE OR WEBSITE WILL BE ACCURATE, TIMELY, RELIABLE, UNINTERRUPTED, OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, ROK MOBILE MAY MODIFY, SUSPEND, OR DISCONTINUE ANY PART OR ALL OF THE ROK MOBILE SERVICE OR THE WEBSITE OR YOUR USE OF EITHER OR BOTH. IN SUCH EVENT, ROK MOBILE 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 MOBILE SERVICE. ROK MOBILE WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH CONTENT. SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE ROK MOBILE SERVICE MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT ROK MOBILE 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.

18. INDEMNIFICATION. You agree to indemnify and hold harmless us, our Affiliates, business partners (including but not limited to our underlying carrier(s) and 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 MOBILE SERVICE or their use by any other person, whether based in contract or tort (including strict liability) and regardless of the form of action.

19. EFFECT OF THESE TERMS OF SERVICE. These Terms of Service supersede all oral or written communications, agreements and understandings between you and us with respect to the ROK MOBILE SERVICE, your Authorized Device and the Website 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 not a party to the Terms of Service 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 service plan then your service plan shall prevail.

20. 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 MOBILE SERVICE 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 the personal jurisdiction and venue of such courts.

21. THIRD-PARTIES. Third parties and other third party App store providers are not parties to these Terms of Use.

22. 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.

23. 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 MOBILE SERVICE 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 MOBILE SERVICE to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

24. 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.

25. TRADEMARKS AND LICENSES. The ROK Mobile name and logo are registered trademarks of ROK Mobile, Inc. The ROK MOBILE name and logo are registered trademarks of ROK Inc.

26. DEFINITIONS. 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 MOBILE SERVICE;

“Added Value Service” means any service other than the Core Service that is made available as part of the ROK MOBILE SERVICE from time to time;

“Added Value Service Provider” means any third party that provides an Added Value Service;

“Affiliates” means ROK MOBILE’s ultimate holding company and the subsidiaries of ROK MOBILE’s ultimate holding company;

“Authorized Device” means a Device approved by us that has either been purchased from us or activated by us as part of the BYOD Program;

“BYOD Program” means the Bring Your Own Device Program enabling our customers to activate certain models of used Authorized Devices that are subject to the BYOD Guidelines set out on the Website;

“Content” means any content or materials available to customers via the ROK MOBILE SERVICE or the Website 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;

“Core Service” means the Voice Service, Music Service, Text Service and Data Service;

“Data Service” means a service offered by us that permits customers to send and receive data subject to these Terms of Service;

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

“Music Content” means Content provided as part of the Music Service;

“Music Service” means a service offered by us which permits customers to access Music Content as a stream or as a cached copy subject to these Terms of Service;

“ROK MOBILE SERVICE” means the Core Service and Added Value Service;

“RMI,” “ROK Mobile,” “we,” “us,” and “our,”: means ROK Mobile Inc. a Delaware corporation whose principal office is at 8500 Steller Drive, Suite 3 Culver City, CA 90232

“Text Service” means a service offered by us that permits customers to send and receive text messages subject to these Terms of Service;

“Voice Service” means a service offered by us that permits customers to send and receive voice calls subject to these Terms of Service;

“Website” means our website at www.rokmobile.com;

“You,” and “Your” means an individual who uses the ROK MOBILE SERVICE or our Website (Including any subscriber, free trial user, or purchaser of any ROK MOBILE Service requiring payment of a fee);

27. CONTACT US. If you have any questions about these Terms of Use, contact us at policies@rokmobile.com.