

# ROK Talk T&C

## Unlimited Plan

1. All Elite Telecom Plans are subject to the International Long Distance (ILD) Consumer Agreement.
2. UNLIMITED USE DOES NOT MEAN UNREASONABLE USE. To ensure that all consumers have access to reliable ILD services, You may not use the Service in a manner that interferes with another ROK Mobile or Elite Telecom consumer's use of the Service or disproportionately impact's network resources. The Unlimited ILD Service is provided solely for live dialogue between, and initiated by, two individuals for personal use.
3. This ILD Service may not be used for any other purposes, including, but not limited to, loaning or renting Your handset to third parties, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals.
4. Elite Telecom's Unlimited ILD Service allows You to place calls to select destinations internationally. It will not allow You to place calls to all destinations. Elite Telecom's Unlimited ILD Service is not a substitute for all international services. This service excludes calls to higher cost cellular, non-geographic and premium numbers. The destinations, which are available, may change without notice. If You want to call a destination or telephone number which is not part of this Unlimited ILD Service, You may purchase and utilize a prepaid PayGo Plan with services provided by Elite Telecom.
5. Elite Telecom will presume certain usage, dialing, or calling patterns to indicate that You are using the ILD Service for Your personal use and We reserve the right to suspend, terminate or restrict Your Services without prior notice. If You believe that We are in error, You may contact Customer Service at (800) 445-8028 and depending on the circumstances We may reactivate Your Unlimited ILD Service. However, if the usage, dialing or calling patterns We deem connote non-personal use (as stated above) continues, We reserve the right to suspend, terminate or restrict Your Services within no prior notice and not allow You to reactivate Service.
6. To minimize unreasonable use, each Account will be allowed to call up to 10 unique destination numbers per 30 day period. The number of personal use calls to these unique destination numbers is not limited and automatically resets when the Account is renewed.
7. Originating phone number must be an active ROK Mobile subscriber.
8. Consumers can determine the destinations included in this Service by checking the calling plans page.
9. Unlimited plan expires 30 days after Account has been funded or renewed Subsequent 30 day Unlimited plans may be purchased every 30 days via automatic or manual renewal.
10. For questions about your ROK Mobile services (not Elite Telecom services), call ROK Mobile Customer Care at (877) 644-1182.

## PayGo Plan

1. All Plans are subject to the ILD Consumer Agreement.
2. Rates to specific counties, regions or cities available at Plan Details.
3. The rates are subject to change at any time without prior notice.
4. Calls are billed in one minute increments.
5. There are no additional fees or surcharges associated with this Service.
6. Expires one hundred eighty (180) days after last use or thirty (30) days after account suspension.
7. For questions about your ROK Mobile services (not Elite Telecom services), call ROK Mobile Customer Care at (877) 644-1182.

This ILD Consumer Agreement ("Agreement") sets forth the terms and conditions that apply to Your purchase of access to the Services from ROK Mobile, Inc. By using the Services, You agree to the terms and conditions in this Agreement and any changes that may be made to the Agreement. If You do not agree to the terms of this Agreement

or have any questions about the Agreement, do not purchase or use our products without contacting Customer Service at (800) 808-0850.

## **Definitions**

"Account" refers to usage within a billing cycle for a predetermined set of international destinations purchased through ROK Mobile, Inc. and/or a prepaid balance established with ROK Mobile, Inc. which are associated with the Consumer's phone number allowing Consumer to purchase and use the Service.

"Elite Telecom," "We," "Our," and "Us" means NetworkIP, LLC (d.b.a. Elite Telecom)

"Client" means ROK Mobile, Inc. and its affiliates, distributors or retailers authorized to market and/or distribute the Service.

"Service" means the International Long Distance (ILD) Service provided by Elite Telecom which provides the Consumer with international calling capability.

"Consumer", "You" and "Your" means the end-user of the Service also the owner of the Account.

"Website" is the website found at [www.rokmobile.com](http://www.rokmobile.com) or such other location as designated by Client and contains the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the specific Service.

You can also request information about the specific prices and charges, Service descriptions and other terms and conditions not set forth here that apply to the Service by calling toll free at (800) 808-0850. This Agreement incorporates by reference the Service's prices, charges, restrictions and the terms and conditions for using the Service and/or owning an Account, as well as any disclosures, provisions, limitations or other information provided with, or printed on any promotional materials associated with the Service.

## **Charges and Payment**

### **Price, Feature and Rate Changes**

We may change the prices or features associated with the Service from time to time, and such changes will be effective from the time they are posted or available through the Website. The terms and conditions of the Service, including the rates for calls made and/or available destinations in conjunction with the use of the Service are subject to change at any time without prior notice. All calls for the PAYGo ILD Service are billed in one minute increments. The PAYGo ILD Service will be suspended 180 days after last use. There are no additional fees or surcharges associated with the Service. The Unlimited ILD Service is provided solely for live dialogue between, and initiated by, two individuals for personal use and not for commercial use or resale. UNLIMITED DOES NOT MEAN UNREASONABLE USE. In addition, certain destinations may be limited to an advertised maximum number of minutes. To minimize unreasonable use, each Unlimited Account will be allowed to call up to 10 unique destination numbers per Unlimited cycle which expire 30 days after initial funding or last renewal. The number of personal use calls to these unique destination numbers is not limited and automatically resets when the Account is renewed. You may contact Customer Service at (800) 808-0850 or visit the Website if You have any questions about the Service, including the international long distance rates or available destinations associated with the Service.

### **Suspending/Canceling the Service**

If We have reason to believe that You or someone else is using the Service fraudulently or unlawfully through Your Account, or if Your form of payment for the Service is cancelled, disabled, discontinued or otherwise dishonored, We reserve the right to immediately suspend, restrict, deactivate or cancel the Service and close Your Account without advance notice. In the event of suspension or cancellation of the Service due to any other aforementioned

reasons, Elite Telecom may from time to time discontinue offering the Service, or if necessary, cancel all Accounts, immediately upon a determination by any governmental authority that the provision of the Service is contrary to any law, rule or regulation or upon Your violation of this Consumer Agreement.

The Unlimited ILD Service may not be used for any other purposes, including, but not limited to, loaning or renting Your handset to third parties, conference calling, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, interconnection to other networks, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between two individuals. If We deem that usage, dialing or calling patterns connote non-personal use, We reserve the right to suspend, terminate or restrict Your Service with no prior notice and not allow You to reactivate the Service.

Account will not be refunded except where prohibited by law and has no surrender value.

Elite Telecom and Client are not responsible for any ancillary costs incurred by You, including but not limited to, cell phone provider charges or fees and/or penalties incurred by the Consumer in the event the Consumer uses the Service for any unlawful purpose.

### **Restrictions on Use; Intellectual Property**

All of Elite Telecom and ROK Mobile trademarks, service marks, symbols, logos, other identifying indicia and the intellectual property rights thereto (collectively "Marks") are the property of Elite Telecom or Client and You shall have no right in or to the Marks or any right to use the Marks including any and all Marks associated with the Service and the Website. You are not permitted to commercially resell the Service or to print, produce, sell or distribute anything containing the Marks or to sell or distribute any telecommunication products that use or are associated with the Service.

### **Indemnification**

You agree that Elite Telecom and Client shall not be responsible for any third party claims against Elite Telecom, Client and/or You that arise from Your use of the Service or Your Account. Further, You agree to reimburse Elite Telecom and Client for all costs and expenses related to the defense of any such claims, including attorneys' fees, unless such claims are based upon Our willful misconduct or gross negligence. This provision will continue to remain in force after the Agreement expires or is otherwise terminated.

### **Limitations of Liability**

This section describes Elite Telecom's and Client's responsibility for any claims for damages You may assert arising out of the failure of the Service or any other claims You may assert in connection with the Service, or in connection with the transfer of funds to Your Account or with this Agreement. Elite Telecom and Client are not liable for any Service failures. Except as otherwise expressly provided herein, We and Our affiliates, authorized distributors, Client, partners, directors, officers, members and employees are not liable to You or to any third party for any costs, liabilities or damages arising either directly or indirectly from any cause, action or claim relating to the Service, the Website and/or the telecommunication services underlying the Service, including without limitation any actual, incidental, consequential, exemplary, punitive, reliance or special damages, or for any claims for loss of revenue, lost profits, lost use, data, or goodwill or for lost business opportunities of any kind or nature whatsoever. These limitations apply even if the damages were foreseeable or We were told that they were possible, and these limitations apply whether the claim is based upon contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory. Elite Telecom and Client will not be liable for any damages if the telecommunication services underlying the Service are interrupted, or if there is a problem with the interconnection of the Service with the service, products or equipment of some other party. This section will survive the expiration or termination of the Agreement. Because some jurisdictions do not permit the exclusions or limitation of incidental or consequential damages, Elite Telecom's and Client's liability in such jurisdictions shall be limited to the extent permitted by law.

### **Warranties**

You acknowledge that (a) the Service is provided by Elite Telecom “AS IS”, and (b) Elite Telecom and Client make no warranty to You or to any third party whatsoever, directly or indirectly, express, implied or statutory, as to the suitability, durability, description, quality, title, non-infringement, merchantability, completeness or fitness for use or purpose of the Service or any Elite Telecom product associated with the Service. All such warranties are hereby expressly excluded and disclaimed. Elite Telecom and Client also make no warranty that the Service will be uninterrupted or error free. We do not authorize anyone, including, but not limited to, Elite Telecom employees or Client, to make any warranties on Our behalf and You should not rely on any such statement. Your use of the Service is solely at Your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to You.

## **Miscellaneous**

### **No Third Party Rights**

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

### **Acts Beyond Our Control**

Neither You or Elite Telecom or Client will be responsible or liable to the other for any failure to perform duties under this Consumer Agreement where that failure is due to an act outside the reasonable control of You, Elite Telecom, or Client (Force Majeure Event), including but not limited to the failure to perform due to any of the following: fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, or acts of regulatory or governmental agencies.

### **Assignment**

We can assign all or part of Our rights or duties under this Agreement without notifying You. If We elect to make such an assignment, We will have no further obligations to You under this Agreement or in connection with Your purchase or use of the Products. You may not assign this Agreement without Our prior written consent.

### **Notices**

Any notice from Elite Telecom to You under this Agreement will be provided by one or more of the following: on Our Website, a recorded announcement on a Product, letter, or a call to a telephone number provided by You.

You may contact Us by mail at: You may contact Client by mail at:

Elite Telecom	ROK Mobile, Inc.
119 W. Tyler Street	8500 Steller Drive
Suite 100	#3
Longview, TX 75601	Culver City, CA 90232

### **Separability**

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

### **Governing Law**

This Agreement will be governed by the laws of the State of Texas, without regard to its choice of law rules, and the venue for resolution of any conflicts arising under this Agreement shall be in the courts of Gregg County, in the

State of Texas. This governing law provision applies no matter where You reside, or where You use, purchase or pay for the Products.

### **Entire Agreement**

This Agreement (which incorporates by reference the Website Terms of Use) constitutes the entire agreement between You and Elite Telecom and Client and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided in the Changes to the Agreement section below. No written or oral statement, advertisement, or service or product description not expressly contained in the Agreement or the Website will be allowed to contradict, explain, or supplement this Agreement or the Service. Neither You or Elite Telecom is relying on any representations or statements by the other party or any other person that is not included in this Agreement.

### **Changes to the Agreement**

This Agreement may only be changed in the manner provided for in this section. Elite Telecom or Client may change this Agreement and the information contained elsewhere on the Website from time to time. All such changes will be effective at the time of posting on the Website. You may also request a copy of the revised Agreement by calling Customer Service toll free at (800) 808-0850.

Revised: July 11, 2016