

## ROK Entertainment Group Limited: TERMS AND CONDITIONS – FreeBe TV

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 FreeBe TV and what we ask of you in return.

**Please ensure you have sufficient data access included in your mobile tariff BEFORE you watch FreeBe TV on your mobile.**

**If you do not have a data package in your mobile tariff, you will be charged by your mobile Operator to watch FreeBe TV.**

**If you have any doubt, please contact your mobile Operator BEFORE watching FreeBe TV.**

### 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 may be 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.

3.3. Customer should ensure they are aware of data charges made by their Mobile Network referred to further in 4.3.

### 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. FreeBe TV is delivered to the handset using data streaming. Data Streaming is a separate form of delivery from Voice Calls and therefore data charges may be included within the Customer's network standard charges. Please check with your Mobile Operator for charges. It is the Customer's responsibility to be aware of and agree charges with their Network Operator.
- 4.4. 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.







