



Terms, Conditions & Usage

28th March 2007

The Terms, Conditions & Usage of this document relate to ROK Comics Ltd. These Terms & Conditions explain the relationship that you are entering into with ROK Comics. This is not a Contributor Agreement and does not discuss your rights for your content published.

ROK Comics Ltd whose principal place of business is ROK House, Kingswood Business Park, Holyhead Road, Albrighton, Wolverhampton, WV7 3AU, UK (Reg No. 6089156) and is incorporated under the laws of England.

ROK Comics reserves the right, at its sole discretion, to change, modify, add or remove portions of these terms and conditions at any time by posting a change notice on either the ROK Comics Web Site or the Creator Tool. If any future changes to these terms and conditions are unacceptable to you, you must discontinue use of the ROK Comics Service. Your continued use following posting of a change notice or on the ROK Comics Web Site or the Creator Tool will constitute binding acceptance of the changes.

The ROK Comics Service

ROK Comics provides three core services that will have a direct relation to your submissions. The first service is the Creator Tool. This enables you to create, upload and modify your comic strip creations, from this you can publish either for Free or Professionally. The second service is the consumer web site. This site is where your published material appears, users can review and choose to purchase material as single downloads or through subscriptions. The third service is a mobile phone WAP site where your published material appears. Again, users can review and choose to purchase material as single downloads or through subscriptions.

Use of the Web Site and ROK Comics Service

ROK Comics web and WAP site has been designed for all age ranges to view the site. Purchasing of material and subscriptions requires that a person is over the age of 18. If they are under the age of 18 they must have parental consent.

ROK Comics Creator Tool has been designed for all age ranges to generate a comic strip. Only persons over the age of 18 can publish professionally. This is because you will require a PayPal account in order to receive your share of revenue generated by your comic strip sales.

Your License to use ROK Comics Web site and Creator Tools

ROK Comics solely and exclusively owns all intellectual property and other rights, title and interest in the ROK Comics Web Site, WAP Site and Creator Tools. ROK Comics owns the copyrights in and to the Web Site, WAP Site and Creator Tools and certain technology used in providing the ROK Comics Service. You will not acquire any right, title or interest therein under these Terms & Conditions.

ROK Comics grants you a limited revocable license to utilise the characters, sets and objects provided within the Creator Tools to be deployed directly through the ROK Comic Web and WAP sites and through the ROK Comics Player.

ROK Comics Player

ROK Comics grants you a limited revocable license to embed the ROK Comics Player directly onto a web site that is directly under your control.

This license does not include any right for you to collect or use information contained on the Web Site or WAP Site for purposes prohibited by ROK Comics; to compete with ROK Comics; create derivative works based on the content from the Web Site; or download or copy the Web Site other than standard browser page caching.

General Terms

You may only use the ROK Comics Service as clearly permitted by ROK Comics.



You are required not to:

- Cause harm to the Web Site or the ROK Comics Service.
- Interfere with the ROK Comics Service by using viruses or any other programs or technology designed to disrupt or damage any software or hardware.
- Modify or create derivative works from. Reverse engineer, decompile or disassemble any technology used to provide the ROK Comics Service.
- Use any kind of internet monitoring software, be it robot, spider or other device or process to monitor the activity on or copy pages from the Web Site, except in the operation or use of a legitimate Search Engine, hit counters or professionally run, managed and maintained Spiders.
- Scrape or otherwise gather electronic mail addresses or other information from third parties by using the ROK Comics Service.
- Impersonate another person or entity through content creation.
- Engage in any activity that interferes with another user's ability to use or enjoy the ROK Comics Service.

You may not create a username or screen name that is indecent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, contains expressions of hatred, bigotry, racism or pornography, or is otherwise deemed objectionable by ROK Comics. ROK Comics may, in its sole discretion, remove any username violating these Terms and withhold Service until the name is changed.

By using the service, you are agreeing to the collection and use of your personal information in accordance with the ROK Comics Privacy Policy.

ROK Comics Rights

ROK Comics reserves the right to monitor communications that occur through the Web Site via reviews, comments and traffic. ROK Comics at its absolute sole discretion may remove any comments, reviews or material immediately that is considered unsuitable for the service. This process can be performed with incurring any liability you the creator or any other third party.

ROK Comics may modify the ROK Comics Service at any time with or without notice to you, and will incur no liability for doing so.

Submissions to the Web, WAP or by Email

Upon submitting comments, suggestions, ideas or any text message postings, you grant ROK Comics permission to use such material for marketing and other promotional purposes. You agree that ROK Comics have no obligation to keep any material confidential. This clause does not apply to any Content that you might upload through the ROK Comics Creator Tool.

Representations and Warranties

You represent and warrant to ROK Comics that you have the full power and authority to conform to these Terms & Conditions in full.

You represent and warrant to ROK Comics that, in your use of the ROK Comics Service, you:

- Will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party.
- Will comply with all applicable laws, rules, and regulations.
- Will keep all information you submit to the Web Site true and accurate and your registration information current.
- Will be responsible for all use of your password and your phone number even if misuse is conducted without your knowledge and authority.
- Will not defame, libel or otherwise violate the law when sending text messages to the Web Site.
- May be exposed to materials that you find offensive or objectionable.



- Agree to defend, indemnify, and hold ROK Comics and its Parties harmless from breaches within these Terms.

ROK Comics Disclaimer

ROK Comics provides the web site, wap site and creator tool on an "as is" and "as available" basis. ROK Comics does not represent or warrant that the web site, application(s) or ROK Comics service or its use:

- Will be uninterrupted.
- Will be free of inaccuracies, errors or bugs.
- Will meet your requirements.
- Will operate in the configuration or with the hardware or software or wireless device you use. ROK Comics makes no warranties other than those made expressly in these Terms, and hereby disclaims any and all implied warranties, including without limitation, warranties of fitness for a particular purpose and non-infringement.

ROK Comics will not be liable to you or any third party for any consequential, incidental, indirect, punitive or special damages (including damages relating to lost profits, lost data or loss of goodwill) arising out of, relating to or connected with the use of the ROK Comics service, based on any cause of action, even if advised of the possibility of such damages.

Indemnification

You must indemnify and hold ROK Comics and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the "Parties") harmless from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any of these Terms through any act or omission. If you have to indemnify ROK Comics under this Section, ROK Comics will have the right to control the defence, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without ROK Comics' express written permission.

Termination

ROK Comics may suspend or terminate your use of the Web Site or ROK Comics Service if it believes, in its sole and absolute discretion, that you have breached the Terms.

The Terms within this document will survive indefinitely unless and until ROK Comics chooses to terminate them.

If you or ROK Comics terminates your use of the Web Site or the ROK Comics Service, ROK Comics may delete any Content, comments, or other materials relating to your use of the ROK Comics Service on ROK Comics' servers or otherwise in its possession and ROK Comics will have no liability to you or any third party for doing so.

Applicable Law and Jurisdiction

These Terms shall be governed by and construed in accordance with English law and the Parties irrevocably agree to the exclusive jurisdiction of the English Courts to settle any disputes that may arise out of or in connection with this agreement.

Miscellaneous

You and ROK Comics are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms.

Severability

In the event that any provision hereunder is declared by any judicial body to be void, voidable or unenforceable then that such provision shall be struck out of the scope of these Terms and the remaining provisions shall continue in full force and effect.

Usage Policy

ROK Comics has complete discretion to use or reject all submitted material and to assign ratings that you the creator have chosen to publish under.



Publishing General

Publishing a comic strip through ROK Comics whether for Fun or Professionally requires you the creator to be aware and to abide by our terms of usage.

Publishing for Fun – Copyrighted Information

ROK Comics appreciates that when publishing for fun, you the creator will want to use a variety of source material. Please be aware that all material that is not your own creation may be subject to copyright. The ROK Comics editorial team will at its own discretion remove comics that have breached or violated known copyright laws.

Publishing Professionally – Copyrighted Information

ROK Comics will perform a much more strict process of copyright analysis on each submitted comic. The comic you are submitting as a professional will enable you to make commercial gain. This is why all comics published through ROK Comics professional service are submitted for evaluation prior to going live through the Web and WAP sites to consumers.

Your Publishing Requirements

When you publish, we ask that you clearly Title and describe your Comic Strip. This helps the user find your comic through the search engine. We also require you to rate your comic strip. This is very important, we will rely on your as our first line of defence to ensure that material that you deem to be unsuitable for Children to be submitted in the R Rated section. Finally, if the Comic Strip is part of a series, please number it accordingly, this is required for users who have subscribed to an ongoing strip.

The Role of the Editor

The Editor has complete discretion to modify Title's and Descriptions that have spelling mistakes, or are purposefully mis-titled.

The Editor may also delete directly from ROK Comics area any material that is illegible in the web player, as this will also be illegible on the mobile phone.

The Editor may re-categorise the Comic Strip if it is felt that the material is not suitable for Children.

A non-exhaustive list of other reasons that the Comic Strip may be removed:

1. Include any character, photograph or image that is not the contributor's own appearing in a Comic Strip.
2. Not allow previously published material that has since been syndicated, even if it is by yourself, unless you can provide a formal written statement of permission.
3. Material deemed to seriously incite hatred, fear or intolerance will be removed immediately by ROK Comics and in some cases the artist's account will be suspended or removed.
4. Material that is totally pornographic or otherwise outside the bounds of R Ratings
5. Material that has any solicitation or advertising.
6. Exploit the likeness of any non-public figure or any celebrity under the age of 18.

At ROK Comics we appreciate that people's views on material and the bounds of humour and decency are individual and subjective. With this in mind, the consumer Web and WAP sites all carry detailed terms and conditions for viewing R Rated material. This can be viewed in full here: <http://www.rokcomics.com/safe.php?filter=off>

And is summarised as follows:

By accepting the terms of ROK Comics, you will be viewing with Safe Content OFF. The following material may be available:

- Content of an Adult nature



- Content that some people may find offensive
- Content based on or around crude jokes, humour
- Content satirising religious beliefs, sexual orientation, gender, culture and race

ROK Comics have used the international Film standards for their two rating options. In the future ROK Comics may add to this 'blunt' instrument of categorisation.

1. U – Universal - Intended for all audiences; content suitable even for young children even if not targeted to children.
2. R – Restricted - Not intended for audiences under the age of 18; may contain harsh language, graphic violence, (non-explicit) sexuality, drug or alcohol abuse, and/or partial nudity.

Additional Editorial Duties

The Editor also review individually all material submitted professionally. This material is made live once it have been approved by the Editor. ROK Comics endeavours to complete the editorial duties within 24 hours of a Comic Strip submission. The Editor will also confirm by automated Email response directly to your chosen email address that your material has been successfully accepted.

If material is rejected by the Editor, the Editor will provide you with a detailed reason for this rejection. The Editor will endeavour to provide positive feed back at this stage to help you re-submit your material. The Editor has complete discretion on all material submitted for