

## **BLACKBERRY APP WORLD AND BLACKBERRY PAYMENT SERVICE ADDENDUM TO THE BLACKBERRY ID AGREEMENT**

IN ORDER TO PURCHASE AND/OR DOWNLOAD ANY PRODUCTS OR SERVICES FROM BLACKBERRY APP WORLD OR USE THE BLACKBERRY PAYMENT SERVICE YOU MUST: (1) HAVE A VALID BLACKBERRY ID AND A BLACKBERRY ID AGREEMENT (PREVIOUS VERSIONS OF WHICH WERE REFERRED TO AS THE BLACKBERRY MEMBERSHIP AGREEMENT) IN GOOD STANDING WITH RIM; AND (2) AGREE TO THIS BLACKBERRY APP WORLD AND BLACKBERRY PAYMENT SERVICE ADDENDUM TO THE BLACKBERRY ID AGREEMENT ("ADDENDUM"). IF YOU DO NOT HAVE A BLACKBERRY ID YOU MAY APPLY FOR ONE AT [www.blackberry.com/appworld](http://www.blackberry.com/appworld). PLEASE REVIEW THIS ADDENDUM carefully prior to clicking "I AGREE" below.

### **1. AGREEMENT.**

**Terms of Agreement.** The current version of the BlackBerry ID Agreement is the agreement under which RIM makes available BlackBerry ID Accessible Services to BlackBerry ID holders and, as modified by this Addendum, it applies to the BlackBerry ID Accessible Services provided through BlackBerry App World and the BlackBerry Payment Service (currently the payment infrastructure known as the Commerce Solution for BlackBerry App World). If you already have a BlackBerry ID, you have already been required to agree to the BlackBerry ID Agreement, or an earlier version thereof. You can find the current version of the BlackBerry ID Agreement at <http://www.blackberry.com/legal>. Collectively the BlackBerry ID Agreement and this Addendum form a legal agreement (the "**Agreement**") between you individually, or if you are authorized to act on behalf of your company or another entity, then the entity for whose benefit you act (in either case "**You**") and Research In Motion Limited or the subsidiary or affiliate thereof that entered into the BlackBerry ID Agreement with You ("**RIM**") (each of You and RIM referred to herein as a "**Party**" and collectively as the "**Parties**") in relation to Your access to BlackBerry App World or the BlackBerry Payment Service. Please note that if You have entered into a BlackBerry ID Agreement on behalf of Your company or another entity, and You wish to acquire Applications from BlackBerry App World or use the BlackBerry Payment Service in Your personal capacity, You must enter into a BlackBerry ID Agreement and this Addendum in Your personal capacity. In the event of a conflict between the BlackBerry ID Agreement and this Addendum, this Addendum shall prevail but solely to the extent of the conflict.

**Effect of Clicking "I Agree".** By clicking "I Agree" below, You acknowledge that You have read, understood and agree to be bound by and comply with the Agreement. **IF YOU DO NOT AGREE TO THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE MEMBER SERVICES MADE AVAILABLE THROUGH BLACKBERRY APP WORLD.** IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS AGREEMENT, PLEASE CONTACT RIM AT [legalinfo@rim.com](mailto:legalinfo@rim.com).

### **A. USING BLACKBERRY PAYMENT SERVICE TO PURCHASE IN-APP PRODUCTS.**

RIM has made available technology enabling Vendors to use the BlackBerry Payment Service to sell digital products to You through copies of applications that You acquire through BlackBerry App World ("In-App Products"). As with Paid Products (defined below), You must enter into an agreement with a third party merchant of record in order to use the BlackBerry Payment Service to purchase In-App Products, but, unlike Paid Products, the applicable Vendor, and not RIM, will deliver In-App Products to You on behalf of the merchant of record. In-App Products are not made available through BlackBerry App World or My World. All In-App Products are Third Party Items or Third Party Services under the

BBSLA, and RIM provides no support with respect to In-App Products or the download or enabling thereof.

In consideration of RIM making available the BlackBerry Payment Service for these transactions, You agree that: (a) You will acquire In-App Products only for Your own personal use and not for sale or resale; (b) sections numbered 7, 8, 9, 10, 14, 15, 16, 17, and the first three paragraphs of section 18 in this Addendum shall apply to Your In-App Product transactions as though references to Products therein were references to In-App Products, and references to MoRs were references to merchants of records for In-App Products; and (c) for avoidance of any doubt, the prohibition set out in section 3(d) of the BBSLA, against using any software or data in conjunction with Your BlackBerry Solution in a manner that interferes with, degrades or adversely affects any software, system, network or data used by any person including RIM or an Airtime Service Provider or otherwise has a detrimental effect upon RIM, applies to any use of any Product or In-App Product with Your BlackBerry Solution.

## **B. BLACKBERRY APP WORLD**

### **2. DEFINITIONS.**

All capitalized terms in this Addendum shall have the meanings set out in the BlackBerry ID Agreement unless otherwise indicated in this Addendum. As used in this Addendum, the following terms have the meanings set out below:

**"Airtime Service"** means wide-area wireless network services, other network services (including wireless local area network, satellite services and Internet services) and any other services provided by Your Airtime Service Providers for use in conjunction with Your BlackBerry Solution.

**"Authorized User(s)"** means an authorized user of the Client Software under the BlackBerry Solution License Agreement (formerly known as the BlackBerry Software License Agreement).

**"BlackBerry App World"** or **"BBAW"** means the RIM owned and constructed storefront portal, currently named "BlackBerry App World", through which Products and My World repository are made available to You.

**"BlackBerry Handheld Product"**, also known as "BlackBerry Devices", means a wireless handheld device manufactured by or on behalf of RIM, including any such smartphone, smart card reader, or BlackBerry Presenter and any other device expressly identified by RIM at [http://www.blackberry.com/legal/blackberrydevices\\_for\\_bbsla](http://www.blackberry.com/legal/blackberrydevices_for_bbsla) as a BlackBerry Handheld Product.

**"BlackBerry Handheld Software"** means the RIM proprietary software (comprised of RIM proprietary: software, firmware, interfaces, content and other data, whether or not technically considered software code; and Third Party Components), or any portion thereof, designed for use on a Handheld Product that is: (a) loaded on the Handheld Product as originally shipped by RIM; or (b) transmitted, distributed or otherwise made available to You by or on behalf of RIM from time-to-time for use on Your Handheld Product.

**"BlackBerry Solution License Agreement (formerly known as the BlackBerry Software License Agreement)"** or **"BBSLA"** means the license agreement under which RIM makes available Software and Services that form part of the BlackBerry Solution. The BBSLA forms part of the BlackBerry ID Agreement.

**"Client Software"** is BlackBerry Handheld Software which facilitates access to, and use of, BlackBerry App World.

**"Free Products"** means Products for which no fee is charged to You for the distribution of the Product through BlackBerry App World.

**"Handheld Product"** means: (a) a BlackBerry Handheld Product; or (b) a Third Party Handheld Product.

**"Kiosk"** has the meaning set out in section 4.

**"MoR"** means any entity, other than RIM, that operates or otherwise controls a Kiosk and, in the case of Paid Products made available through such Kiosk, acts as the merchant and/or seller of record for sales of Products and may provide associated ecommerce functionality to support the sale of such Paid Products.

**"My World"** has the meaning set out in section 11.

**"Paid Products"** means Products for which a fee is charged in relation to the distribution or sale of the Product through an MoR Kiosk on BlackBerry App World.

**"Product(s)"** means copies of Software and Third Party Items made available for purchase and/or download through BlackBerry App World and, where applicable, includes the Services and Third Party Services which may be accessed and used by way of such Software and Third Party Items.

**"RIM Product"** means any of the BlackBerry Handheld Products and any RIM Peripherals exclusive of any Software.

**"Service(s)" or "BlackBerry ID Accessible Service(s)"** means any RIM service provided to You by or on behalf of RIM in relation to BBAW or Software.

**"Software"** in the context of this Agreement, means any BlackBerry Handheld Software made available through BBAW.

**"Third Party Components"** means software and interfaces, licensed by RIM from a third party for incorporation into a RIM software product, or for incorporation into firmware in the case of RIM hardware products, and distributed as an integral part of that RIM product under a RIM brand, but shall not include Third Party Software.

**"Third Party Items"** means Third Party Hardware, Third Party Software, Third Party Content and Third Party Products.

**"Third Party Products"** means Third Party Hardware and Third Party Software and any other commercial products that are not RIM Products.

**"Third Party Services"** means services provided by a third party, including Airtime Services, services provided by Vendors, Payment Processors and MoRs and websites operated by any person other than RIM or a RIM affiliate.

**"Third Party Software"** means standalone software applications proprietary to a third party that are provided or otherwise made available with, on or through RIM Products or Software including without limitation through the Client Software.

**3. TERRITORY.** Products made available through BlackBerry App World may not be available to users in every country or geographical location.

**4. APP WORLD KIOSKS AND PRODUCTS.** BlackBerry App World is comprised of various stores ("**Kiosks**") through which Products supplied by various vendors ("**Vendors**"), are made available to You. Except as expressly set out herein, all of the terms and conditions respecting such Products in the BBSLA apply to the corresponding types of Products made available by way of BlackBerry App World, including without limitation any such terms and conditions respecting Services, Third Party Items and Third Party Services.

**5. ADDITIONAL AGREEMENTS FOR PAID PRODUCTS.** Kiosks that sell Paid Products through BlackBerry App World are not run by RIM, and these Kiosks are deemed to constitute Third Party Services under the BBSLA, and the MoRs operating Kiosks and the payment processors that facilitate Your purchases are deemed to be providing You with Third Party Services. In order to purchase a Paid Product through BlackBerry App World, You will need to agree to further terms and conditions ("**Terms of Sale**") that will be presented to You by the relevant MoR for the applicable Kiosk during the check out process. The payment methods for particular Kiosks will be determined by the MoR for that Kiosk, and You may also be required to have an account with a payment processor, such as PayPal, Inc. ("**PayPal**"), in order to make purchases on a Kiosk.

**6. END USER LICENSE AGREEMENTS FOR THIRD PARTY ITEMS AND THIRD PARTY SERVICES.** Each Third Party Item and/or Third Party Service made available to You by way of BlackBerry App World, may be subject to an additional agreement between You and the Vendor of that Product (the "**Vendor Terms**"). Despite such Vendor Terms, the provisions of this Agreement related to Third Party Items and Third Party Services will, as between You and RIM, still apply and in no event shall such Vendor Terms or any other additional terms and conditions between You and a Vendor, MoR or payment processor be binding on RIM or impose any additional obligations, or obligations inconsistent with the terms of this Agreement, upon RIM whatsoever. Notwithstanding anything to the contrary in the BBSLA, if no Vendor Terms are provided with the Third Party Software made available through BlackBerry App World, such software is not subject to the terms of the BBSLA as though it were Software. Notwithstanding any term or condition in the Vendor Terms, You agree and represent that You will acquire Products only for Your own personal use and not for sale or resale and that You will download, install and/or use the Products made available to You through BlackBerry App World only on a BlackBerry Handheld Software platform operating on a Handheld Product.

**7. NO REVERSE ENGINEERING OF PRODUCTS.** Except to the extent that RIM is expressly precluded by law from prohibiting these activities, You agree that neither You nor any Authorized User will alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or Reverse Engineer (as defined in the BBSLA) the Products, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same.

**8. SUPPORT/WARRANTY FOR THIRD PARTY ITEMS AND THIRD PARTY SERVICES.** You will solely have the benefit of the Vendor's warranty (if any) for the Third Party Items and Third Party Services made available by way of BlackBerry App World. Warranties vary between Vendors and even between jurisdictions for a particular Vendor. You should refer to the relevant documentation or Vendor Terms to find out what support a Vendor is offering on any particular item or its services, and Your rights in relation to support and warranties. Unless otherwise agreed, or required by applicable law, any warranties provided in relation to the Third Party Items and any Third Party Services made available by way of BlackBerry App World extend to You only and not to any other person or entity. RIM's standard warranties apply in relation to Software and Services acquired by way of BBAW.

**9. MoR AND RIM RESPONSIBILITIES FOR THIRD PARTY ITEMS OR THIRD PARTY SERVICES.** Neither MoRs nor RIM have technical expertise with respect to Third Party Items or Third Party Services. Except to the extent expressly required by law, or by an MoR's return policy (if any) for the specific Third Party Item or Third Party Service, neither the MoRs, nor RIM either acting on its own account or as a service provider for an MoR, shall have any obligation to provide any operational or technical support or refund for the Items or Third Party Services made available through BlackBerry App World.

**10. SYSTEM REQUIREMENTS, AIRTIME SERVICE CHARGES.** Certain Products may require airtime services or the support of Your Airtime Service Provider or are only compatible with specific models of Handheld Products. Vendors are required to provide You with notice if the use of their Products involves the potential for airtime service charges. Airtime Service charges may be charged in relation to Your downloading Products to Your Handheld Product over a wireless network. As between RIM and You, You agree that You are responsible for all Airtime Service charges incurred through Your downloading or use of Products.

**11. "MY WORLD" REPOSITORY AND USAGE RULES.** Once You download a Product through BlackBerry App World, it becomes Your responsibility and RIM shall not be liable to You for any loss, destruction, or damage to any such Product. BlackBerry App World does include a "**My World**" repository that enables You to uninstall and reinstall the Products You acquire through BlackBerry App World on Your Handheld Product. Both Paid Products and Free Products may be reinstalled using the My World repository. You may currently also install Paid Products stored in Your My World repository on up to five different Handheld Products with a compatible BlackBerry Handheld Software platform in any twelve month period following the date of purchase of the applicable Paid Product, but You cannot install any Product stored in Your My World repository on more than one Handheld Product at a time.

You acknowledge and agree that: (i) the rules and features of My World may change from time to time, and agree to comply with the then current rules as set out in BlackBerry App World; and (ii) RIM has the right to collect, store and use the device information for the Handheld Product onto which the Products You acquire are downloaded and installed and, information identifying You or Your transactions on BlackBerry App World that You provide to RIM and/or to any MoR or payment processor, or that the MoR or payment processor generates or otherwise supplies directly or indirectly to RIM, in connection with Your acquisition of Products through the App World, in order to associate You or Your Handheld Product with such acquisitions, and thereby enable You to use the My World functionality. RIM may use security technology or software to implement the rules for My World and You will not attempt to, encourage or assist any other person to, circumvent or modify any such security technology or software. Doing so may be a violation of law as well as a breach of the Agreement.

**12. UPGRADES.** From time to time, an upgrade to the latest version of the Client Software may be required in order to access and/or make transactions on BlackBerry App World through the Client Software.

**13. LIMITED SUPPORT.** In relation to BlackBerry App World, and Third Party Items and Third Party Services, RIM will be responsible for: (a) limited support services with respect to Product download issues only; and (b) front line support services for technical problems with the Client Software that You may encounter. Please refer to our BlackBerry App World support page at <http://www.blackberry.com/appworld/support> for support services that are currently available.

**14. NO WARRANTY, NO REPRESENTATION.** RIM makes no representation or warranty about: (i) the suitability for any particular use or purpose of any Products acquired by You from BlackBerry App World; or (ii) that the Products will not be considered by You to be offensive, indecent or otherwise objectionable. Nothing in this Agreement disclaims mandatory warranties implied by applicable law (to the extent such warranties apply to the Client Software provided on “as is” and “as available” basis) for failure of the Client Software to perform in accordance with the specifications as a direct result of defects in the Client Software of which RIM is expressly aware, provided that the Software is not used in a manner inconsistent with any of Your obligations set out in this Agreement or in a manner inconsistent with the applicable instructions.

**15. AVAILABILITY OF BBAW AND PRODUCTS.** YOU AGREE THAT FROM TIME TO TIME RIM MAY REMOVE A PRODUCT FROM BLACKBERRY APP WORLD OR MY WORLD, AND WHERE LEGALLY REQUIRED OR WHERE A PRODUCT IS CAUSING DAMAGE TO HANDHELD PRODUCTS OR OTHERWISE NEGATIVELY IMPACTING THE OPERATION OF YOUR AND/OR OTHER USERS' BLACKBERRY SOLUTION, MAY REMOVE A PRODUCT FROM YOUR HANDHELD PRODUCT, SUSPEND ACCESS TO BLACKBERRY APP WORLD OR A THIRD PARTY SERVICE FOR INDEFINITE PERIODS OF TIME OR CEASE TO MAKE THESE AVAILABLE TO YOU AT ANY TIME, WITHOUT NOTICE TO YOU, AND YOU WILL HAVE NO RECOURSE AGAINST RIM SHOULD THIS OCCUR.

**16. AIRTIME SERVICE PROVIDER REVOCATION REQUIREMENT.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, RIM RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CHANGE, SUSPEND, REMOVE, DISABLE, LIMIT, PRECLUDE OR TERMINATE YOUR ACCESS AND REMOVE FROM YOUR BLACKBERRY HANDHELD PRODUCT ANY PRODUCT MADE AVAILABLE THROUGH BLACKBERRY APP WORLD AT ANY TIME AND FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, DISABLING OR REMOVING THE OPERATION OF ANY SUCH MATERIALS THAT HAVE ALREADY BEEN INSTALLED ON A BLACKBERRY HANDHELD PRODUCT, AT ANY TIME AND WITHOUT NOTICE.

**17. TERMINATION.** In the event of termination of the Agreement in accordance with its terms, You will remain liable for all amounts due in relation to Products and any Services You retain that have been charged to Your authorized mode of payment within BlackBerry App World up to and including the date of termination.

**18. YOUR PERSONAL INFORMATION, PRIVACY POLICY.** Without limiting the provisions to which You have already agreed pertaining to the collection, use, processing, transmission, and/or disclosure of personal information for Your BlackBerry Solution, including those provisions in the BlackBerry ID Agreement, to avoid any doubt, for the purposes of the BlackBerry ID Accessible Services provided through BlackBerry App World, Your personal information shall include without limitation Your authorized payment method account details and/or PayPal or other payment processor account related information, device information, phone number currently assigned to Your device at the time of download of Paid Products by You (which may without limitation be disclosed to MoRs and Your Airtime Services Provider in connection with any carrier-billed transactions), device location information and information relating to Products that You have downloaded through BlackBerry App World, and other Kiosk transaction-related information that You provide to RIM or the MoR or that is otherwise collected through Your use of BlackBerry App World. You authorize the: (a) collection; (b) use; (c) processing; (d) transmission; and/or (e) disclosure of Your personal information to, and/or by, RIM, third parties retained by RIM, MoRs, Vendors whose Products You have licensed or purchased, and/or Your payment processors including without limitation PayPal in order to: (i) facilitate access to BlackBerry App World; (ii) conduct processing related to paid transactions or renewals through a Kiosk; (iii) improve BlackBerry App World; (iv) enforce licensing restrictions; (v) enable the functionality of Your My World

repository (as further described under the heading My World above); (vi) enforce security and prevent fraud; and (vii) ensure that the Products You purchase are used in accordance with the Vendor Terms; and for any purpose related to the processing, delivery, or ancillary fulfilment or support services for Your use of BlackBerry App World (the "**Purposes**"), in accordance with this Agreement and RIM's Privacy Policy. You warrant that You have obtained all consents necessary under applicable law to disclose such personal information for the Purposes.

You agree that RIM and the MoR may store and use Your personal information for accessing BlackBerry App World, processing transactions, order fulfilment and billing fees and other applicable charges to Your authorized mode of payment. Except as otherwise expressly provided for in this Agreement, any information collected through the use of the Client Software is subject to the BBSLA's provisions regarding the collection, use, processing, transmission, and/or disclosure of Your personal information.

If You submit reviews of Products available through BlackBerry App World ("**Reviews**"), You consent to the collection, use and disclosure of the information submitted for review and comment by others, and agree that You shall not have any intellectual property rights or other proprietary rights in or to the Reviews, and in the event You hold or acquire any such rights You hereby assign and agree to assign all such rights to RIM.

**Your consent to share PayPal Information:** Notwithstanding the foregoing, with respect to PayPal, You agree to allow PayPal to share Your email address and a number PayPal generates to identify Your PayPal Account with RIM, solely to allow RIM to use it to provide You with a My World repository for Products purchased by You through BlackBerry App World.

*Revised: November 25, 2010*

**I Agree**

**I Do Not Agree**