

## **BBM AIRTIME TOP-UP TERMS OF SERVICE**

BBM provides users in selected countries the ability to purchase pre-paid airtime value (“Credit”) for international transfer to a pre-paid mobile phone subscription (“Airtime Top-up”). By accessing the Airtime Top-up service, users are able to purchase Credits, in such denominations and amounts as are displayed in the user interface of the service (from time to time), for transfer to end users outside of their country who have a prepaid mobile account with a mobile network operator and within a country that is displayed (from time to time) in the user interface for the Airtime Top-up service.

The Airtime Top-up service is part of the BBM service and use of the Airtime Top-up service is subject to the BBM Terms of Service (the terms that govern your use of BBM), which can be found at [www.blackberry.com/legal/bbm-tos](http://www.blackberry.com/legal/bbm-tos), as supplemented by the additional terms and conditions set forth below (together referred to as the “Terms and Conditions”). Unless otherwise defined in this document, capitalized terms have the meaning set out in the BBM Terms of Service.

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS. BY USING THE AIRTIME TOP-UP SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE AIRTIME TOP-UP SERVICE.

### **Additional Terms and Conditions**

#### **About the Airtime Top-up Service**

The Airtime Top-up service makes available Credits (as defined above) for purchase and transfer to an international pre-paid mobile phone subscription. Credits are for a designated value credited to a mobile user prepaid account, which value may be consumed by the recipient mobile user as per the terms and conditions of the recipient’s agreement with its mobile telecommunications provider.

#### **Reseller Only**

BlackBerry and its applicable service providers are resellers of Credits only. Neither BlackBerry nor its applicable service providers provide telecommunication services. We are not a warrantor, insurer, or guarantor of the services to be provided by the telecommunications carriers or the providers of Credits (the “Carrier”), which services are considered third party services under the BBM Terms of Service. Credits are transferred without recourse against us for any breach of contract by the Carrier. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the Credits purchased must be handled directly between You (or the recipient of the Credits) and the applicable Carrier.

#### **Service Availability**

The Airtime Top-up service is not available in all jurisdictions and may not support all Carriers in jurisdictions in which it is available. The recipient of Credits must have a prepaid mobile account with a Carrier that is supported by the Airtime Top-up service, as displayed in the user interface. You may only send Credits to a mobile use prepaid account that is outside of your country.

#### **Purchase of Credits**

Although we make the Airtime Top-up service available to You, for some purchases (for example, when using carrier billing to make the purchase) You will purchase the Credits from our payment system provider. At the point of purchase You will be required to accept the payment system provider’s terms and conditions that govern such sale in order to complete Your purchase. Purchases may be subject to local taxes of the destination country, such as Value Added Tax (VAT) and other local taxes. Where required by applicable law, the recipient’s mobile operator

may charge a tax on each Credit. There may also be maximum thresholds per transaction and for the aggregate value that You may purchase and transfer at any given time. Our payment system providers are deemed to be third party beneficiaries of these Terms and Conditions and enjoy the same contractual protections, including disclaimers and limitations of liability, as we do.

### **All Credit Transfers are Final**

Once You confirm Your purchase and transfer of Credits, we will begin the process of crediting the recipient's account. As a result, You cannot cancel the purchase and transfer of Credits and all purchases and transfers of Credits are final with no refund or exchange permitted. You are responsible for inputting the correct mobile number ("MSISDN") of the person to whom you wish to transfer Credits and for all charges that result from those transfers. BlackBerry and its service providers are not responsible for any transfer of Credits to a MSISDN incorrectly inputted by You. Credit transferred to another account cannot be recovered, even if it has been transferred by You by mistake.

### **Non-Completed Transfers**

Should it come to Your knowledge that a Credit transfer initiated by You, and the cost of which has been charged to Your selected payment method, has not reached the MSISDN inputted by You during the purchase process, You may notify us through our on-line support at [www.bbm.com](http://www.bbm.com) within a reasonable period of time and provide us with the supporting documentation evidencing the cost that was charged against Your method of payment account, and identifying the MSISDN to which You ordered the transfer of Credit. We and our payment system providers reserve the right to charge You any costs which may be incurred for crediting value to Your method of payment account if the transfer of Credit was not successfully completed as a result of an error or other act committed by You.

### **Expiration of Credits**

Depending on the service/denominations the Credit, Credits purchased and transferred by You will expire after a period set by the applicable mobile operator. See applicable mobile operator for details.

## **Purchase Terms for Purchase of Credits Using a Credit Card**

### **Scope and Application**

The following Purchase Terms set out the additional purchase terms and conditions ("Purchase Terms") that apply to any purchase of Credits using a credit card (collectively "Purchases" and the act of making a purchase "Purchase" or "Purchased"). IF YOU ARE NOT PREPARED TO AGREE TO THESE PURCHASE TERMS, YOU ARE NOT PERMITTED TO MAKE A PURCHASE.

### **Offer and Acceptance**

An order submitted by You constitutes an offer by You to BlackBerry to purchase Credits under these Purchase Terms and is subject to BlackBerry's Acceptance. Acceptance of a contract for a particular Purchase occurs at the earlier of (a) BlackBerry accepting Your payment for the Purchase (with BlackBerry Corporation as the Merchant of Record for the transaction); and (b) BlackBerry delivering an order confirmation to You. The Purchase Terms constitute a separate contract between You and BlackBerry for each Purchase, and any defect or deficiency in any one Purchase shall not entitle You to cancel Your other Purchases. BlackBerry may at BlackBerry's sole discretion reject Your order (without liability). If this is the case, no payment will be charged to or deducted from Your authorized payment method, or BlackBerry will refund any prior payment that You have made in connection with the proposed Purchase.

BlackBerry may keep records of documentation relating to all transactions for such period as may be permitted under applicable laws. You should print a copy of all documents related to Your Purchases.

### **Rights and Responsibilities**

Purchases are intended for individuals with the necessary capacity and ability to legally consent to the provision of required information and to enter into a binding and enforceable contract. You agree to be financially and otherwise responsible for Your Purchases as well as for any use of Your account or log in information by others including, without limitation, minors, and You agree to supervise all use of the BBM Shop, and any making of Purchases, under Your name or account. BlackBerry reserves the right to take steps BlackBerry believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Purchase Terms.

### **Price, Taxes, and Terms of Payment**

Amounts payable are those displayed in the applicable purchase confirmation screen at the time of Acceptance. Your authorized payment method will be charged the price at the time of Acceptance of Your order. **YOU ARE RESPONSIBLE FOR PAYING THESE AMOUNTS.** Any taxes that are applicable will be applied when the Credits are redeemed from the applicable mobile telecommunications provider. If You feel Your authorized payment method has been incorrectly debited or charged, You must notify BBM customer service within 30 days of Your Purchase, at <http://www.bbm.com/bbm/en/support/bb10.html> (the "Support Site").

### **Refund Policy**

All purchases are considered final unless (i) the Credits are not provided within a reasonable time period after the completion of your purchase, in which case You must notify BBM customer service (via the Support Site) within 30 days of your purchase and BlackBerry will, at its sole discretion, either arrange to replace Your order or for Your purchase amount to be refunded, (ii) BlackBerry is required by local laws and legislation in your jurisdiction to offer additional refund or warranty rights, or (iii) You have been incorrectly charged, in which case You must notify BBM customer service (via the Support Site) within 30 days of your purchase. This refund policy does not apply in respect of any concerns or issues regarding the operation or performance of services for which Credits are redeemed.

### **Support**

Please refer to the Support Site for support services that are available for BBM.

### **Personal Information and Your Privacy**

In addition to the information You have separately agreed that BlackBerry may Process, BlackBerry may Process Your authorized payment method account and other details such as credit card number, billing address, mobile telecommunications provider information, information about a Purchase, and device identifier information and other relevant user details like Your location at the time of Purchase ("Payment Information"). You agree BlackBerry may obtain such information either directly or from service providers who are providing delivery and ancillary fulfillment services to BlackBerry or payment processors such as credit card companies, as applicable. You consent to BlackBerry providing Your Payment Information to affiliate or third party MoRs, payment processors, or other entities as is reasonably required to facilitate the Purchase and ancillary services.

Personal information that is Processed by BlackBerry and its affiliated companies and service providers will be treated in accordance with BlackBerry's Privacy Policy (which is hereby incorporated by reference and can be viewed at [www.blackberry.com/legal](http://www.blackberry.com/legal)). Such Processing may include delivery and ancillary fulfillment services related to Your Purchases, such as to deliver Your order, obtain payment, notify You of the status of Your order, improve the Airtime Top-up service and provide You with effective customer service, enforce licensing restrictions, remit applicable taxes, confirm identity and conduct credit checks, investigate and prevent fraudulent activity, and comply with legal and regulatory requirements or as permitted by law. Payment Information may be Processed by or

on behalf of BlackBerry inside or outside the country in which You are situated, including without limitation in Canada, the United States, the United Kingdom, Singapore, or other countries where there are facilities operated by or on behalf of the BlackBerry Group of Companies or the applicable service provider. If You are a resident of the European Economic Area or any country for which consent is required to transfer personal information outside of that jurisdiction, You consent to such Processing.

**Additional Information about Seller**

Contact information and additional information for BlackBerry may be viewed at <http://www.blackberry.com/legal/rime>.