

## **BBM Account Termination Policy**

BlackBerry Limited and its subsidiary companies and affiliates are committed to and have a long-standing policy of maintaining the BBM Terms of Service. This BBM Account Termination Policy explains BlackBerry's practices with respect to the BBM Terms of Service and the BlackBerry content guidelines and community standards. The application of this Policy remains subject to applicable laws including legislation, regulations and the orders of any courts or other lawful authorities, other lawful requests or legal processes, as well as the Terms of Service and any other contractual relationships that BlackBerry may have with the User.

### **Definition of a "User"**

For the purpose of this Policy, a "User" refers to you as an individual if you are using or accessing the Services in your own personal capacity, or (ii) if you are using or accessing the Services on behalf of a company or other entity, you and the entity for whose benefit you are using or accessing the Services. This is defined in the BBM Terms of Service.

### **Acceptable Use/ Termination of Unacceptable Use**

Acceptable use of BBM services is outlined in the BBM Terms of Service. Specifically, Section 2, rules for using the service and Schedule 1, BBM Channels additional terms. Failure to comply with these terms can result in a User's BlackBerry ID/ BBM being terminated from using BlackBerry products in the future. Failure to comply with these Terms will result in the termination of services offered by BlackBerry to the User. BlackBerry reserves the right to use discretion in terminating a "User" for reasonable belief of illegal activity as listed in the BBM Terms of Service.

### **As stated in Section 2 of the BBM Terms of Service, the "User" agrees to:**

*"If you use the BBM Channels portion of the Services, You comply with the additional terms and conditions contained in Schedule 1 found at the end of this Agreement;*

*You will not knowingly take any action that interferes with, degrades or adversely affects the Services, or any software, hardware, system, network, Content, or service used by any person in conjunction with the Services, or otherwise has a detrimental effect upon us or our subsidiaries and affiliates ("BlackBerry Group of Companies"), an Internet or mobile wireless service provider ("Service Provider"), or any of the BlackBerry Group of Companies' or Service Providers' customers or infrastructure or products or services, and You will immediately cease any such activity upon request by us;*

*the Services, or any portion thereof, are not used to transmit, publish, post, upload, distribute or disseminate any inappropriate, harassing, abusive, defamatory, libelous, obscene, illegal or deceptive Content*

*the Services, or any portion thereof, are not used to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including uploading, collecting, storing, posting, transmitting, communicating or otherwise making available any information or material that You do not have a right to collect, store or make available"*

### **User Account Termination**

In the event that BlackBerry reasonably believes a User's account is being used in a manner that violates the BBM Terms of Service and/or the community standards and content guidelines, including but not limited to using the Products, Services or Software in a manner that may involve child endangerment or child obscenity, then

BlackBerry reserves the right and complete discretion to terminate the User's account, remove any content from BlackBerry's systems and report such activity to the appropriate authorities without notice to the User.

#### **Notice of Termination**

As stated in section 13 of the BBM Terms of Service, upon termination of a user's access to use the Services or any portion thereof, BlackBerry may delete any files, programs, data and messages associated with the user account for the Services, or applicable portion thereof, without notice to the User.

#### **Additional Policy Information**

To dispute a user ban or termination please reference section 22 of the BBM terms and conditions:

*BlackBerry Entity. "BlackBerry", "we" and "us" means:*

*Where Your primary address is in Canada, South America or anywhere not mentioned in (2) to (4) below, BlackBerry Limited, with registered office is at 2200 University Avenue East, Waterloo, Ontario, Canada N2K 0A7.*

*Where Your primary address is in the United States of America, BlackBerry Corporation, with registered office is at 5000 Riverside Drive, Irving, Texas, United States of America 75039.*

*Where Your primary address is in Europe (including Greenland), Middle East or Africa, BlackBerry UK Limited, with registered office is at 200 Bath Road, Slough, Berkshire, United Kingdom SL1 3XE.*

*Where Your primary address is in Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), BlackBerry Singapore Pte. Limited, with registered office is at 1 International Business Park, The Synergy Building, 2nd Floor, Singapore 609917.*

#### **Link to BBM Terms of Service**

<http://ca.blackberry.com/legal/bbm-tos.html>

#### **Links to BBM Channels Community Standards and Content Guidelines**

<http://us.blackberry.com/legal/blackberry-online-community-standards.html>

<http://us.blackberry.com/legal/bbm-channels-content-guidelines.html>

#### **Implementation of the BBM Account Termination Policy for Alleged Child Endangerment**

In the event that BlackBerry has a reasonable belief that any BBM Services, including but not limited to BBM Channels or BBM Groups, are being used to store or transmit content related to child obscenity or child endangerment, BlackBerry personnel, at the direction of a Sr. Manager within the BBM business unit or a Director within the Legal Department, will:

1. Terminate the applicable BBM Services immediately without providing prior notice to the User;
2. Notify internal business units, including Legal, the BBM business unit, and customer support, that the applicable BBM Services have been terminated;
3. Remove the offending content and implement the applicable policies or legal obligations to inform the appropriate law enforcement authorities; and
4. Maintain a record of the account termination and these internal and external notifications.

