

BLACKBERRY WALK-IN CENTRE DEVICE REPAIR SERVICE TERMS AND CONDITIONS

THESE BLACKBERRY WALK-IN CENTRE DEVICE REPAIR SERVICE TERMS AND CONDITIONS (THIS “AGREEMENT”) FORM A LEGAL AGREEMENT BETWEEN YOU INDIVIDUALLY, OR IF YOU ARE AUTHORIZED TO ACT ON BEHALF OF ANOTHER INDIVIDUAL, THEN THE INDIVIDUAL FOR WHOSE BENEFIT YOU ACT (IN EITHER CASE, “YOU” OR “YOUR”) AND BLACKBERRY LIMITED WHOSE REGISTERED OFFICE IS AT 2200 UNIVERSITY AVENUE EAST, WATERLOO, ONTARIO, CANADA N2K 0A7 (“BLACKBERRY”) (TOGETHER THE “PARTIES” AND INDIVIDUALLY A “PARTY”) REGARDING THE RETURN OF YOUR DEVICE (“DEVICE”) TO BLACKBERRY FOR REPAIR OR REPLACEMENT BY BLACKBERRY OR BLACKBERRY’S AUTHORISED SERVICE PROVIDERS WHERE SUCH SERVICES ARE NOT COVERED UNDER THE LIMITED WARRANTY (“REPAIR SERVICES”).

THIS AGREEMENT DOES NOT AFFECT YOUR MANDATORY STATUTORY RIGHTS APPLICABLE IN YOUR JURISDICTION, TO THE EXTENT THAT YOU MAY BE ENTITLED TO SUCH MANDATORY STATUTORY RIGHTS.

- 1. AGREEMENT.** YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT AND BY: (I) INDICATING YOUR ACCEPTANCE VERBALLY OR IN WRITING TO BLACKBERRY; OR (II) LEAVING YOUR DEVICE WITH BLACKBERRY FOR REPAIR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT LEAVE YOUR DEVICE WITH BLACKBERRY FOR REPAIR SERVICES. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE EMAIL LEGALINFO@BLACKBERRY.COM. TO OBTAIN CONTACT INFORMATION FOR BLACKBERRY DIRECT CUSTOMER SUPPORT, PLEASE GO TO WWW.BLACKBERRY.COM/GETTINGSTARTED.
- 2. AGE OF MAJORITY.** YOU MUST BE BOTH: (A) AT LEAST EIGHTEEN (18) YEARS OF AGE; AND (B) OF THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION TO ENTER INTO THIS AGREEMENT OR TO OBTAIN REPAIR SERVICES.
- 3. DEFINITIONS.** All capitalized terms in this Agreement shall have the meanings set out in the Limited Warranty unless otherwise indicated in this Agreement. “Beyond Repair” shall mean a Device with extensive damage that may not be repaired or if repaired, may not operate as designed by BlackBerry. “No Trouble Found” shall mean a Device that is returned for repair/replacement/refurbishment that BlackBerry determines to be in good working order with no discernible fault or problem requiring repair, replacement or refurbishment.
- 4. REPAIR SERVICES.** BlackBerry, either directly or through its authorized service providers, will provide You with Repair Services using new or refurbished parts or a new or refurbished Device. Any Repair Services under this Agreement are conditioned upon the return of Your Device to BlackBerry or a BlackBerry authorized service provider. In the event BlackBerry provides You with a replacement device (an “**Advanced Exchange Device**” or “**Advanced Exchange Service**”) or when the exchange of the Device (or parts thereof) are provided under this Agreement, Your Device or Your Device parts received by BlackBerry or BlackBerry’s authorized service provider become the property of BlackBerry and the Advanced Exchange Device or Device parts provided to You by BlackBerry or BlackBerry’s authorized service provider become Yours. The Advanced Exchange Service may not be available in all countries.
- 5. REPAIR SERVICES FEES.** In the event Your Device is determined by BlackBerry not to be covered by the Limited Warranty, You acknowledge and agree that fees may be payable BlackBerry or BlackBerry’s designate with respect to the Repair Services and/or Advanced Exchange Service provided to You by BlackBerry or a BlackBerry authorized service provider. Such fee(s) payable by You to BlackBerry will be communicated to You by BlackBerry upon receipt and diagnosis of Your Device by BlackBerry or a BlackBerry authorized service provider. Additional processing fees may automatically apply in the event the Device is determined by BlackBerry or a BlackBerry authorized service provider to be Beyond Repair or No Trouble Found. In connection with Your payment or preauthorization of the fees for Repair Services and/or the Advanced Exchange Service, You may be asked to supply certain information relevant to such payment, including without

limitation Your name, credit card number, the expiration date of Your credit card, Your credit card “security code”, and Your billing address (collectively, “**Payment Information**”). **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH YOUR PAYMENT OR PREAUTHORIZATION OF FEES HEREUNDER.** You agree to pay all charges that may be incurred by You or on Your behalf using Your credit card, at the price(s) communicated to You by BlackBerry. Verification of Payment Information may be required prior to the acknowledgment or completion of Your payment or preauthorization. By submitting or providing Your Payment Information, You grant to BlackBerry the right to provide such Payment Information to third parties for purposes of facilitating the processing of Your payment.

6. **DATA BACKUP AND PERIPHERALS.** BlackBerry is not responsible for data, personal data software, applications, peripherals or information that may be damaged, lost or destroyed, including, without limitation, data lost or damaged during servicing of then Device, or through the use of synchronization software. **PRIOR TO THE RETURN OF THE DEVICE TO BLACKBERRY OR A BLACKBERRY AUTHORIZED SERVICE PROVIDER YOU MUST: (I) BACKUP YOUR DATA, PERSONAL DATA SOFTWARE, APPLICATIONS AND INFORMATION; AND (II) WIPE AND/OR REMOVE ANY DATA, FILES, PERIPHERALS, EXPANDABLE MEMORY, AND/OR ANY PERSONAL AND CONFIDENTIAL INFORMATION. DURING THE SERVICING CONTENT ON YOUR DEVICE MAY BE DELETED AND REFORMATTED OR CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO THEN CURRENT UPDATES AND UPGRADES OF DEVICE RELATED SOFTWARE, WHICH IS SUBJECT TO THE BLACKBERRY SOLUTION SOFTWARE LICENSE AGREEMENT, WHICH IS AVAILABLE AT WWW.BLACKBERRY.COM/LEGAL).** For clarity, this Agreement does not cover the backup, recovery or reinstallation of Your data, personal data software or applications to the Device.
7. **WARRANTY.** Except to the extent that BlackBerry is expressly prohibited by applicable law, BlackBerry warrants that the Repair Services provided for Your Device will be free from defects (including any hidden defects) in materials and workmanship for a period that concludes ninety (90) days from the date the Repair Services were performed by BlackBerry or Your receipt of the Advanced Exchange Device (the “**Warranty Period**”) pursuant to this Agreement. If non-conforming Repair Services were provided by BlackBerry or BlackBerry’s authorized service provider or the replacement Device or a Device part is defective, BlackBerry or BlackBerry’s authorized service provider may at its option: (i) service and repair Your Device hardware with new or refurbished parts; (ii) replace the defective Device hardware with a comparable new or refurbished hardware; or (iii) in the event that it is impossible or disproportionate to repair or replace the Device as provided under (i) and/or (ii), provide a proportionate refund to You of the purchase price You paid for the Repair Services if You timely and promptly notify BlackBerry or its authorized service provider of such defects.
8. **EXCLUSIVE REMEDIES.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY LAW, THE WARRANTY (AS DESCRIBED IN SECTION 7) AND THE REMEDIES EXPRESSLY SET FORTH ABOVE FOR THE REPAIR SERVICES ARE YOUR EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED.
9. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY APPLICABLE LAW, BLACKBERRY, ON BEHALF OF ITSELF AND AUTHORIZED SERVICE PROVIDERS OF THE REPAIR SERVICES AND ON BEHALF OF ANY COMPANY CONTROLLED BY OR UNDER COMMON CONTROL OF BLACKBERRY (COLLECTIVELY, THE “**GROUP OF COMPANIES**” AND INDIVIDUALLY A “**GROUP COMPANY**”) HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. BLACKBERRY DISCLAIMS ANY REPRESENTATION THAT IT IS CAPABLE OF REPAIRING OR REPLACING THE DEVICE WITHOUT RISK TO THE DEVICE HARDWARE OR LOSS OF DATA, SOFTWARE, APPLICATIONS, OR PROGRAMS. **TO THE EXTENT BLACKBERRY CANNOT LAWFULLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES RELATING TO THE REPAIR SERVICES, YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THIS CLAUSE.**

10. **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL BLACKBERRY OR ANY GROUP COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER, OR DAMAGE TO REPUTATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF WASTED EXPENDITURE, OR OTHER PECUNIARY LOSS ARISING OUT OF THE REPAIR SERVICES, EVEN IF BLACKBERRY OR ANY GROUP COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY APPLICABLE, LAW, THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM IN TORT OR CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION EXCEPT IN RELATION TO LIABILITY FOR DEATH OR BODILY INJURY OR STATUTORY LIABILITY FOR INTENTIONAL GROSS NEGLIGENT ACTS OR OMISSIONS, FOR WHICH NO LIMIT APPLIES, THE LIABILITY OF BLACKBERRY OR ANY GROUP COMPANY TO YOU FOR LOSS OR DAMAGE ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE YOU PAID FOR THE REPAIR SERVICES. Nothing in this Agreement shall be taken as excluding or attempting to exclude or in any way restrict any liability: (i) to the extent it would be illegal or unenforceable at law for BlackBerry to exclude or to attempt to exclude its liability; or (ii) for death or bodily injury to the extent arising directly from the negligence of BlackBerry or that of its employees or agents. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or certain types of implied conditions or warranties, so the above exclusions and limitations may not apply to You. If any provision of this Agreement is determined to be invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect.
11. **INDEMNITY.** You agree to defend, indemnify and hold harmless BlackBerry, Group of Companies, and their agents from and against any and all claims, actions, judgments, damages, fines, penalties, costs and other expenses (including, without limitation, reasonable lawyer's fees and disbursements) arising out of or related to Repair Services.
12. **GOVERNING LAW.** EXCEPT TO THE EXTENT THAT BLACKBERRY IS EXPRESSLY PROHIBITED BY APPLICABLE, LAW, THIS AGREEMENT, ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN YOU AND BLACKBERRY ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH OR VALIDITY THEREOF, SHALL BE GOVERNED BY THE LAWS OF THE STATE OR PROVINCE AS PROVIDED IN THIS PARAGRAPH. If You are domiciled in Canada (excluding the Province of Québec) this Agreement is to be construed under the laws of the Province of Ontario, excluding any body of law governing conflicts of law. If You are domiciled in the Province of Québec, this Agreement is to be construed under the laws of the Province of Québec. If You are domiciled outside of Canada this Agreement is to be construed under laws of the State of New York, excluding any body of law governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement.
13. **DISPUTE RESOLUTION.** Except to the extent prohibited by the laws of Your jurisdiction, unless You are domiciled in the Province of Québec, any disagreement or dispute arising out of or relating to this Agreement shall be settled by final and binding arbitration (i) to be conducted in Ontario, Canada, if You are domiciled in Canada, under the rules of arbitration of the Arbitration Act, 1991 (Ontario) (the "**Ontario Rules**") by a single arbitrator appointed in accordance with the Ontario Rules, and (ii) to be conducted in New York, NY, if You are domiciled outside of Canada, under the Commercial Rules of the American Arbitration Association ("**CR-AAA**") by a single arbitrator nominated in accordance with the CR-AAA. The arbitration shall be conducted in the English language. You agree that a judgment recognizing and enforcing the award may be entered in any court with jurisdiction, and irrevocably submit to the jurisdiction of any such court. No dispute between the parties, or involving any person but You, may be joined or combined together, without the prior written consent of BlackBerry. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial. The Parties hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement.

14. **TERM, TERMINATION, CANCELLATION.** The Parties agree that the term of this Agreement shall commence upon Your acceptance of this Agreement in accordance with Section 1 and shall terminate upon: (i) completion of the Repair Services by BlackBerry or BlackBerry authorized service providers and BlackBerry receiving the full payment from You for any Repair Services related fees, as applicable; or (ii) Your cancellation of the Repair Services. In addition to any mandatory statutory rights applicable in Your jurisdiction, You may cancel the Repair Services for any reason: (i) in the case of repairing Your original Device, prior to You providing Your Device to BlackBerry or a BlackBerry authorized service provider for repair; or (ii) in the case of Advanced Exchange Service, prior to BlackBerry or a BlackBerry authorized service provider providing you with the Advanced Exchange Device, by contacting BlackBerry Direct Customer Support at www.blackberry.com/gettingstarted and notifying a BlackBerry representative of Your decision to cancel this Agreement. For clarity, if You elect the Advanced Exchange Service option, this Agreement may not terminate until BlackBerry or BlackBerry's authorized service provider receives Your Device and BlackBerry receives full payment from You for any Repair Services related fees, as applicable.
15. **PERSONAL INFORMATION.** Any communications, electronic or otherwise, with BlackBerry, BlackBerry's affiliated companies and/or authorized service providers (collectively "**BlackBerry Companies**") may be recorded for training, quality assurance, and customer service purposes, and may also be retained as a record of Your acceptance of any terms with BlackBerry Companies including this Agreement. You agree and understand that it may be necessary for BlackBerry Companies to collect, use, process, transmit and disclose Your personal information in order to perform the services described in this Agreement, which may include without limitation, Your name, address, email address, telephone number, Device information and identifiers, and payment information (where applicable). You represent and warrant that You have all the necessary permissions, consents and rights to provide BlackBerry Companies with such information in accordance with applicable privacy legislation. Your personal information that is received by BlackBerry in the course of the service or support under this Agreement will be used, processed, transmitted, and disclosed in accordance with BlackBerry's Privacy Policy (which may be accessed at www.blackberry.com/legal/privacy.shtml and is incorporated into and forms part of this Agreement) for: (a) any purpose related to the provision of the Repair Services described in this Agreement, and to communicate with You (including for follow up surveys regarding the services and other BlackBerry products and services); (b) the internal use by BlackBerry Companies for problem resolution and troubleshooting to maintain and improve BlackBerry products and services; and (c) any purpose permitted or required by any applicable law or to which You consent. You agree and consent that this may include obtaining Your information and the Device from third-party airtime service providers, retailers, resellers and distributors involved in the chain of custody of the Device upon which repair services are performed, and transferring Your information and the Device amongst BlackBerry Companies in order to perform the Repair Services described in this Agreement. You further understand and agree that Your personal information may be collected, used, processed, transmitted, and stored in Canada, the United States, and any country in which BlackBerry Companies maintain facilities (which may include countries outside of the European Economic Area, or outside the country in which You reside).
16. **MODIFICATION.** BlackBerry reserves the right to update or revise this Agreement from time-to-time at its own discretion, and may inform You of such updates and revisions by any reasonable means, including without limitation by posting any updates and/or revisions to BlackBerry's website at www.blackberry.com/legal or by email to the email address You provided to BlackBerry in relation to Your acceptance of this Agreement. You agree that You will review this Agreement upon notification of the update and/or revision to ensure that You are continually aware of the Repair Services provided to You in accordance with this Agreement. Your continued use of the Repair Services (including to follow-up in connection with an open ticket) following notification of such updates and/or revisions to this Agreement will constitute Your acceptance of those changes.
17. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfil its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing non-performance of any obligation by either Party to make payment to the other Party under this Agreement.
18. **MISCELLANEOUS.** Waiver by BlackBerry of any default will not be deemed a continuing waiver of such default or a waiver of any other default. If there is any conflict between this Agreement and any documentation regarding Repair Services for Your Device, the provisions of this Agreement shall be applied by BlackBerry to

the extent of such conflict. If any term, provision or sub-section of this Agreement is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of such term, provision or subsection and this Agreement will not be affected. The provisions of this Agreement that under a commercially reasonable interpretation reveals that You and BlackBerry likely would have such provisions survive termination or expiration of this Agreement, shall survive to the extent necessary to fulfil the purpose of such provision. Without limitation, You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not transfer or assign Your rights or obligations under this Agreement. Notwithstanding the foregoing, BlackBerry may assign the performance of its obligations under this Agreement to its affiliated companies and/or third parties.