

BlackBerry ID Agreement

The BlackBerry ID Agreement or “Agreement” forms a legal agreement between Research In Motion Limited, or the subsidiary or affiliate thereof specified in the BBSLA applicable in your jurisdiction (“RIM”) and:

- a) you, in your personal capacity, in relation to:
 - i. the creation and administration of your BlackBerry ID (as set out under the heading BlackBerry ID Terms); and
 - ii. access to and use of the BlackBerry ID Accessible Services in your personal capacity (as set out under the heading BlackBerry ID Accessible Services Terms); and
- b) the company or other entity on whose behalf you are authorized to act (“Your Organization”), in relation to Your Organization’s access and use of any BlackBerry ID Accessible Services,

in each case (“You”)

BY CLICKING “I AGREE” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. PLEASE ENSURE YOU HAVE REVIEWED THIS AGREEMENT, INCLUDING ANY OTHER DOCUMENTS INCORPORATED BY REFERENCE, INCLUDING THE BBSLA (AS DEFINED BELOW) AND RIM’S PRIVACY POLICY, PRIOR TO CLICKING ON “I AGREE” BELOW. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT REGISTER FOR A BLACKBERRY ID (DEFINED BELOW) OR ACCESS OR USE ANY BLACKBERRY ID ACCESSIBLE SERVICES.

You may not enter into this Agreement or sign-up for a BlackBerry ID (as defined below) unless You are both: (a) over the age of eighteen (18); and (b) of the age of majority under the laws of your jurisdiction

A. BLACKBERRY ID TERMS

1. **BlackBerry ID.** To access certain RIM services and third party services (“BlackBerry ID Accessible Services”), You will require a BlackBerry ID which You can obtain by completing the BlackBerry ID sign-up form.
2. **Registering for a BlackBerry ID.** The sign-up form will ask You to provide the email address You wish to use as Your BlackBerry ID, and You will be asked to provide user information and to create a password to associate with Your BlackBerry ID. Once You obtain a BlackBerry ID, You can use the BlackBerry ID to identify Yourself, as an individual, when using BlackBerry ID Accessible Services. **Please be aware that in all instances You are obtaining the BlackBerry ID as an individual.** If You are using the BlackBerry ID Accessible Services on behalf of your organization, Your organization may have its own account with RIM or the applicable third party, but You may still need to use the BlackBerry ID to identify Yourself as an authorized user under that account.
3. **Responsibility for BlackBerry ID.** Your BlackBerry ID is not transferable to any other person. You are responsible for maintaining the confidentiality and security of the password, and for all uses of Your BlackBerry ID. You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the applicable registration

forms; and (b) promptly update this information as required to keep it true, accurate, current and complete.

4. **Notice to RIM.** You agree to (i) immediately notify RIM of any unauthorized use of Your password or of Your BlackBerry ID or any other related breach of security, and (ii) ensure that You log out from BlackBerry ID Accessible Services at the end of each session where such capability is provided to You. You acknowledge and agree that RIM is not liable for any loss or damage whatsoever arising from Your use of your BlackBerry ID or Your failure to comply with the foregoing.
5. **Terminating Your BlackBerry ID.** You may terminate Your BlackBerry ID by submitting such termination request to RIM at any time.
6. **RIM Termination of BlackBerry ID.** Subject to any contrary terms in an Addendum for a specific BlackBerry ID Accessible Service, RIM may, in its sole discretion, without resort to summons, administrative hearings or initiating court proceedings, terminate or suspend Your BlackBerry ID for any reason whatsoever, including but not limited to: a) breaches or violations of this Agreement or other agreements or guidelines incorporated herein, (b) requests by law enforcement or other government agencies, (c) unexpected technical or security issues or problems, (d) extended periods of inactivity, (e) engagement by You in fraudulent, unlawful, and/or illegal activities.
7. **Effect of Termination.** Termination of Your BlackBerry ID will result in: (a) deletion of Your password, and subject to any contrary terms in an Addendum for a specific BlackBerry ID Accessible Service all related information, files, and Content associated with Your BlackBerry ID (or any part thereof); and termination or suspension of Your BlackBerry ID will result in (b) restricting, limiting, suspending, or barring of further or continued use of all or part of BlackBerry ID Accessible Services. You agree that RIM shall not be liable to You or any third party for any termination or suspension of Your BlackBerry ID, or any restriction, suspension or barring of further or continued use of all or part of BlackBerry ID Accessible Services resulting there from.

B. BLACKBERRY ID ACCESSIBLE SERVICES TERMS

1. You must agree to this Agreement in order to access BlackBerry ID Accessible Services. With respect to Your access and use of BlackBerry ID Accessible Services, this Agreement is comprised of the terms of the current BlackBerry Solution License Agreement (the “**BBSLA**”), which is the agreement under which RIM makes available RIM services for the BlackBerry Solution (formerly known as the BlackBerry Software License Agreement), as modified by these BlackBerry ID Accessible Service Terms (the “**Service Terms**”). The BBSLA is located at www.blackberry.com/legal. BlackBerry ID Accessible Services are “Services” and they form part of Your “BlackBerry Solution” as these terms are defined in the BBSLA. References in the BBSLA to the “Agreement” shall, for the purposes of this Agreement, be deemed references to this Agreement. Please ensure you have reviewed these Service Terms, RIM’s Privacy Policy, and the BBSLA prior to clicking “I AGREE” below.
2. **Addendums.** You may be required to enter into an addendum to this Agreement for particular BlackBerry ID Accessible Services (“**Addendums**”). Upon acceptance of an Addendum for particular BlackBerry ID Accessible Services, the Addendum will form part of this Agreement for those BlackBerry ID Accessible Services only. In the event of conflict between this Agreement and any of the Addendums, the Addendums shall prevail but only to the extent of such conflict.

3. **Your Registration Obligations.** In consideration of the BlackBerry ID Accessible Services provided hereunder, You agree to: (a) provide true, accurate, current, and complete information about Yourself as prompted by the applicable registration forms (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.
4. **Your Submission Of Content.** Other than as expressly provided in this Agreement or an Addendum thereto, this Agreement does not transfer any ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials or information (“**Content**”) that You submit or make available in connection with any BlackBerry ID Accessible Services (“**Your Content**”). With respect to any of Your Content that you make available for inclusion on publicly accessible web sites or other publicly accessible aspects of the BlackBerry ID Accessible Services, You grant RIM a worldwide, perpetual, irrevocable, transferable, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content as is reasonable in connection with the provision and management of any BlackBerry ID Accessible Services.
5. **Corporate Account.** If You are a company or other entity, You may be required to obtain or enter a corporate account ID in order to access the BlackBerry ID Accessible Services. Unless authorized by Your Organization, Your Organization’s account may not be used in Your personal capacity, and it is not transferable to any other person. You are responsible for maintaining the confidentiality and security of the password, and for all uses of Your corporate account ID. You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the applicable registration forms; and (b) promptly update this information as required to keep it true, accurate, current and complete.
6. **Nature Of Content On Blackberry ID Accessible Services.** You, and not RIM, are entirely responsible for Your Content. RIM does not control Your Content or the Content of others that may be made available in connection with any BlackBerry ID Accessible Services and, as such, RIM does not guarantee the accuracy, integrity, or quality of, and is not liable for, such Content. You understand that by using any BlackBerry ID Accessible Services, You may be exposed to Content that is offensive, indecent, or objectionable. RIM and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content. RIM may establish general practices and limits concerning use of the BlackBerry ID Accessible Services, including without limitation the maximum number of days that message/discussion board postings or other Content will be retained in connection with the BlackBerry ID Accessible Services, and You agree that RIM has no responsibility or liability for the deletion of or failure to store any Content.

Further, RIM makes no representation that all Content associated with the BlackBerry ID Accessible Services is appropriate or available for use in any location, including locations for which a BlackBerry ID Accessible Service is made available, and You are not permitted to access Content from locations where the Content is illegal.

7. **Conduct.** You agree not to use or attempt to use any BlackBerry ID Accessible Services:
 - a. to upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purpose;

- b. to upload, post, email, transmit, or otherwise make available any information, software, tool, or other material that contains any (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, tool, information, or other material likely or intended to (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data ("**Malware**") (and, if You become aware of the existence of any Malware in or relating to a BlackBerry ID Accessible Service, You will promptly notify RIM);
- c. to collect or store personal data about other users without the express written permission of those users;
- d. to violate any code of conduct or other guidelines which may be applicable to any BlackBerry ID Accessible Service or portion thereof;
- e. except as otherwise expressly permitted by RIM or except to the extent this restriction violates applicable laws, to reproduce, duplicate, copy, Reverse Engineer, sell, trade, resell, or exploit for any commercial purposes any portion or use of, or access to, BlackBerry ID Accessible Services or any products, information, or other materials to which You are given access in relation to a BlackBerry ID Accessible Service, or to attempt to do so;
- f. in any manner which could damage, disable, overburden or impair any BlackBerry ID Accessible Services (or the network(s) connected to such site or services) or interfere with any other person's use and enjoyment of any BlackBerry ID Accessible Service or portion thereof. You may not attempt to gain unauthorized access to any BlackBerry ID Accessible Service, other accounts, computer systems or networks connected to a BlackBerry ID Accessible Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to You through a BlackBerry ID Accessible Service;
- g. to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- h. to upload, post, transmit, communicate or otherwise make available any material that: (i) You do not have a right to make available, including under any law or under contract or in violation of any duty (such as software protected by intellectual property laws, inside information, password information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or (ii) would or may infringe on any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- i. to advertise or offer to sell or buy any goods or services for any business purpose, unless such BlackBerry ID Accessible Service specifically allows such messages;
- j. to copy content from the forum for distribution through any means to individuals who are not participants of the specific BlackBerry ID Accessible Services, or portion thereof, for which the content was made available; or

- k. to impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity, or create a false identity to mislead others.
8. **International Use.** As certain BlackBerry ID Accessible Services may be accessed globally, if You choose to access Your BlackBerry ID or any BlackBerry ID Accessible Services from locations other than the countries for which RIM indicates those BlackBerry ID Accessible Services are made available, You do so on Your own initiative and You are responsible for compliance with all relevant laws and regulations, including those relating to the export, import, use, transmission and/or communication of the BlackBerry ID Accessible Services and associated Content. Please refer to information to a specific BlackBerry ID Accessible Service for information on the specific locations in which that BlackBerry ID Accessible Service and any associated Content made available by RIM, including without limitation any such products, tools, services or other materials, are available.
9. **Modifications To Blackberry ID Accessible Services.** RIM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, all or any part of any BlackBerry ID Accessible Services with or without notice. You agree that RIM shall not be liable to You or to any third party for any modification, suspension or discontinuance of any BlackBerry ID Accessible Services (or any part thereof).
10. **Third Parties.** Your correspondence and/or dealings with third parties through or in connection with any BlackBerry ID Accessible Service, including payment for and delivery of third party goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between You and such third party. You agree that RIM shall not be in any way responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.
11. **Intellectual Property Rights.** You acknowledge that BlackBerry ID Accessible Services may contain or make available information, data, text, messages, works, products, software, music, sounds, photos, images, graphics, trademarks, tradenames, logos, videos, attachments, hyperlinks and other content, materials and services, which is provided by RIM or by RIM's suppliers (collectively "**RIM Content**"). You may use RIM Content solely for Your personal use and in accordance with the specific license terms and conditions applicable to the BlackBerry ID Accessible Service.
12. **Claims Of Intellectual Property Infringement.**

If You have reasonable grounds to believe that Your work has been infringed in a way that constitutes copyright infringement, or Your intellectual property rights have otherwise been violated, please provide RIM at legalinfo@rim.com with the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that You claim has been infringed;
- c. a description of where the material that You claim is infringing is located within the Site;
- d. Your address, telephone number, and email address;

- e. a statement by You that You have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law; and
- f. a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13. Termination.

- a.. You may terminate any corporate account for BlackBerry ID Accessible Service(s) or Your access to any BlackBerry ID Accessible Services by submitting such termination request to RIM at any time.
- b. In addition to RIM's termination rights set out in the BBSLA, and subject to any contrary terms in an Addendum for a specific BlackBerry ID Accessible Service, RIM may, in its sole discretion, without resort to summons, administrative hearings or initiating court proceedings, immediately without notice to You, terminate this Agreement, Your corporate account for a BlackBerry ID Accessible Service(s), or a specific Addendum to this Agreement, limit or suspend Your access to any BlackBerry ID Accessible Services for any reason whatsoever, including but not limited to: a) breaches or violations of this Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the BlackBerry ID Accessible Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by You in fraudulent, unlawful, and/or illegal activities, or (g) nonpayment of any fees or charges owed by You in connection with the BlackBerry ID Accessible Services. Further, You agree that RIM shall not be liable to You or any third party for any termination of this Agreement, an Addendum included in this Agreement, Your corporate account, or limitation or suspension of Your access to BlackBerry ID Accessible Services,.

C. CHANGES TO TERMS. In addition to the manner in which RIM may update or revise the BBSLA as set out therein, RIM reserves the right, in its sole discretion, to update or revise this Agreement either to reflect changes in business practices or to reflect changes in the law or changes in RIM's understanding of applicable law and to post such updated or revised Service Terms at <http://www.blackberry.com/legal>. The effective date of each update or revision will be noted in the updated or revised Service Terms. Updates or revisions to this Agreement are not applicable retroactively. As and when this Agreement is revised or updated, You will be required to review and accept the revised or updated version the next time You attempt to access a BlackBerry ID Accessible Service.

Revised: March 10, 2011

I Agree

I Do Not Agree