

## BLACKBERRY PLAYBOOK REPAIR SERVICE TERMS AND CONDITIONS (EU)

THESE BLACKBERRY PLAYBOOK REPAIR SERVICE TERMS AND CONDITIONS (THIS “AGREEMENT”) FORM A LEGAL 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” OR “YOUR”) AND RESEARCH IN MOTION UK LIMITED, WHOSE REGISTERED OFFICE IS AT 200 BATH ROAD, SLOUGH, BERKSHIRE, SL1 3XE ENGLAND AND ITS AFFILIATED GROUP OF COMPANIES (“RIM”) (TOGETHER THE “PARTIES” AND INDIVIDUALLY A “PARTY”) REGARDING THE RETURN OF YOUR BLACKBERRY PLAYBOOK TO RIM FOR REPAIR OR REPLACEMENT BY RIM OR RIM’S AUTHORISED SERVICE PROVIDERS (“REPAIR SERVICES”) WHERE SUCH SERVICES ARE NOT COVERED UNDER THE BLACKBERRY PLAYBOOK LIMITED WARRANTY.

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. IF YOU ARE A CONSUMER, YOU ARE PROTECTED BY THE CONSUMER PROTECTION LAWS AND REGULATIONS IN YOUR COUNTRY OF DOMICILE.

- 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 TO RIM; (II) PROVIDING RIM WITH AN “I ACCEPT” EMAIL RESPONSE; OR (III) RETURNING YOUR BLACKBERRY PLAYBOOK TO RIM 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 RETURN YOUR BLACKBERRY PLAYBOOK TO RIM TO OBTAIN REPAIR SERVICES. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE EMAIL [LEGALINFO@RIM.COM](mailto:LEGALINFO@RIM.COM). TO OBTAIN CONTACT INFORMATION FOR BLACKBERRY DIRECT CUSTOMER SUPPORT, PLEASE GO TO [www.blackberry.com/playbookgettingstarted](http://www.blackberry.com/playbookgettingstarted).
- 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 BlackBerry PlayBook Limited Warranty unless otherwise indicated in this Agreement. “Beyond Repair” shall mean a BlackBerry PlayBook with extensive damage that may not be repaired or if repaired, may not operate as designed. “No Trouble Found” shall mean a BlackBerry PlayBook that is returned for repair/replacement/refurbishment that RIM determines to be in good working order with no discernable fault or problem requiring repair, replacement or refurbishment.
- 4. REPAIR SERVICES.** RIM, either directly or through its authorized service providers, will provide You with Repair Services using new or refurbished parts or a new or refurbished BlackBerry PlayBook. Any Repair Services under this Agreement are conditioned upon the return of Your BlackBerry PlayBook to RIM or a RIM authorized service provider (as set out in Your RMA form). In the event RIM provides You with a replacement BlackBerry PlayBook (an “**Advanced Exchange**”

**PlayBook” or “Advanced Exchange Service”)** or when the exchange of the BlackBerry PlayBook (or parts thereof) are provided under this Agreement, Your BlackBerry PlayBook or Your BlackBerry PlayBook parts received by RIM or RIM’s authorized service provider become the property of RIM and the Advanced Exchange PlayBook or BlackBerry PlayBook parts sent to You by RIM or RIM’s authorized service provider become Yours.

- 5. REPAIR SERVICES AND PROCESSING FEES.** In the event Your BlackBerry PlayBook is determined by RIM not to be covered by the BlackBerry PlayBook Limited Warranty, You agree to pay to RIM fees with respect to the Repair Services provided to You by RIM or a RIM authorized service provider in accordance with this Agreement. The Repair Services fee(s) payable by You to RIM will be communicated to You by RIM upon receipt and diagnosis of Your BlackBerry PlayBook by RIM or a RIM authorized service provider. 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 RIM. 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 RIM the right to provide such Payment Information to third parties for purposes of facilitating the processing of Your payment.

**FOR CLARITY, IF YOUR BLACKBERRY PLAYBOOK IS RETURNED DURING THE WARRANTY PERIOD, BUT YOUR BLACKBERRY PLAYBOOK IS NOT COVERED UNDER THE TERMS AND CONDITIONS OF THE BLACKBERRY PLAYBOOK LIMITED WARRANTY, CHARGES MAY APPLY. THE FOLLOWING REPAIR SERVICE FEES SHALL APPLY TO THE ADVANCED EXCHANGE SERVICE IF, AS DETERMINED BY RIM OR RIM’S AUTHORIZED SERVICE PROVIDER, YOU FAIL TO RETURN YOUR BLACKBERRY PLAYBOOK TO RIM OR RIM’S AUTHORIZED SERVICE PROVIDER WITHIN TEN (10) DAYS FROM THE DATE YOU RECEIVE RETURN PACKAGING, INCLUDING THE ADVANCED EXCHANGE PLAYBOOK, FROM RIM OR RIM’S AUTHORIZED SERVICE PROVIDER:**

[http://worldwide.blackberry.com/rma\\_pricing.jsp](http://worldwide.blackberry.com/rma_pricing.jsp)

**CHARGES MAY ALSO APPLY WHERE YOUR BLACKBERRY PLAYBOOK IS DETERMINED BY RIM OR RIM’S AUTHORIZED SERVICE PROVIDER: (I) TO BE BEYOND REPAIR AND YOU ELECT TO RETAIN THE ADVANCED EXCHANGE PLAYBOOK; OR (II) NOT TO BE COVERED UNDER THE BLACKBERRY PLAYBOOK LIMITED WARRANTY. THE REPAIR SERVICE FEE(S) PAYABLE BY YOU TO RIM WILL BE COMMUNICATED TO YOU BY RIM UPON RECEIPT AND DIAGNOSIS OF YOUR BLACKBERRY PLAYBOOK BY RIM OR A RIM AUTHORIZED SERVICE PROVIDER.**

6. **TAXES.** All Repair Service fees exclude sales and all other taxes and duties. You are responsible for sales and all other taxes and duties associated with the Repair Services, however designated, except for RIM's excise taxes and taxes on RIM's net income. If applicable, a separate charge for taxes and duties will be shown on the invoice for Repair Service provided to You by RIM.
7. **DATA BACKUP AND PERIPHERALS.** RIM 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 the BlackBerry PlayBook, or through the use of synchronization software. **PRIOR TO THE RETURN OF THE BLACKBERRY PLAYBOOK TO RIM OR A RIM 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 BLACKBERRY PLAYBOOK MAY BE DELETED AND REFORMATTED OR CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO THEN CURRENT UPDATES AND UPGRADES OF BLACKBERRY PLAYBOOK RELATED SOFTWARE, WHICH IS SUBJECT TO THE BLACKBERRY SOLUTION SOFTWARE LICENSE AGREEMENT, WHICH IS AVAILABLE AT [www.blackberry.com/legal](http://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 BlackBerry PlayBook.
8. **WARRANTY.** RIM warrants that the Repair Services provided for Your BlackBerry PlayBook 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 RIM or Your receipt of the Advanced Exchange PlayBook (the "**Warranty Period**") pursuant to this Agreement. If non-conforming Repair Services were provided by RIM or RIM's authorized service provider or the replacement BlackBerry PlayBook or a BlackBerry PlayBook part is defective, RIM or RIM's authorized service provider may at its option: (i) service and repair Your BlackBerry PlayBook hardware with new or refurbished parts; (ii) replace the defective BlackBerry PlayBook hardware with a comparable new or refurbished hardware; or (iii) in the event it is impossible or disproportionate to repair or replace the BlackBerry PlayBook as provided under (i) and/or (ii), a proportionate refund to You of the purchase price You paid for the Repair Services shall be provided to You if You timely and promptly notify RIM or its authorized service provider of such defects.
9. **EXCLUSIVE REMEDIES.** THE WARRANTY (AS DESCRIBED IN SECTION 8) AND THE REMEDIES EXPRESSLY SET FORTH ABOVE FOR THE REPAIR SERVICES ARE YOUR EXCLUSIVE REMEDIES AGAINST RIM AND ARE IN LIEU OF ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED.
10. **LIMITATION OF LIABILITY.** RIM, 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 RIM (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. RIM DISCLAIMS ANY REPRESENTATION THAT IT IS CAPABLE OF REPAIRING OR REPLACING THE BLACKBERRY PLAYBOOK WITHOUT RISK TO THE BLACKBERRY PLAYBOOK HARDWARE OR LOSS OF DATA, SOFTWARE, APPLICATIONS, OR PROGRAMS. **THIS**

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

11. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL RIM 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 RIM OR ANY GROUP COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 MISCONDUCT, FRAUD, NEGLIGENT ACTS OR OMISSIONS OR NEGLIGENT BREACHES OF MATERIAL OBLIGATIONS, FOR WHICH NO LIMIT APPLIES, THE LIABILITY OF RIM 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 RIM to exclude or to attempt to exclude its liability; (ii) for negligence, fraud or fraudulent misrepresentation; (iii) for death or bodily injury to the extent arising directly from the negligence of RIM or that of its employees or agents; or (iv) to the extent arising from gross negligence or wilful misconduct on the part of RIM. If You are a consumer, nothing in this Agreement limits RIM's liability to You to the extent arising from a fundamental breach by RIM of this Agreement. 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.
12. **GOVERNING 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 RIM ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH OR VALIDITY THEREOF, SHALL BE GOVERNED AS PROVIDED IN THIS PARAGRAPH. This Agreement (including all non-contractual obligations) is to be construed under the laws of England and Wales, 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.** Any disagreement or dispute arising out of, in connection with or in any way or relating to this Agreement, including the formation or validity thereof, shall be settled by final and binding arbitration under the London Court of International Arbitration ("LCIA") rules. The seat of arbitration shall be London, England. There shall be a single arbitrator appointed in accordance with the LCIA rules. The arbitration shall be conducted in the English language. You agree that a judgment recognising and enforcing the award may be entered in any court with jurisdiction, and irrevocably submit to the jurisdiction of any such court. All matters relating to any arbitration under this Agreement shall be held in strictest confidence. You and RIM agree that, as applicable, LCIA arbitration is the binding dispute resolution method under this Agreement. In the event that arbitration is prohibited by mandatory law, then You and RIM hereby agree and submit to the exclusive

jurisdiction of the courts of England and Wales for the purposes of any disagreement or dispute arising out of, or in connection with, or in any way relating to, this Agreement, including the formation or validity thereof. Notwithstanding the preceding paragraph, if: (i) You are a natural person or a company who is not using the BlackBerry PlayBook for trade, business or professional purposes; and (ii) the claim involves a sum of less than £5,000, then You and RIM hereby agree and submit to the exclusive jurisdiction of the courts of England and Wales for the purposes any disagreement or dispute arising out of, or in connection with, or in any way relating to, this Agreement, including the formation or validity thereof. You and RIM agree that no dispute between the parties, or involving any person but You, You and RIM under this Agreement may be joined, consolidated, heard together or combined together with any other dispute whatsoever involving any other person or entity, without the prior written consent of You and RIM.

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 RIM or RIM authorized service providers and RIM 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 BlackBerry PlayBook, prior to You shipping the BlackBerry PlayBook to RIM or a RIM authorized service provider for repair; (ii) in the case of Advanced Exchange Service, prior to RIM or a RIM authorized service provider sending out the Advanced Exchange PlayBook to You by contacting BlackBerry Direct Customer Support at [www.blackberry.com/playbookgettingstarted](http://www.blackberry.com/playbookgettingstarted) and notifying a RIM representative of Your decision to cancel this Agreement. For clarity, if You elect the Advanced Exchange Service option, this Agreement may not terminate until RIM or RIM's authorized service provider receives Your BlackBerry PlayBook and RIM receives full payment from You for any Repair Services related fees, as applicable. **IF PRIOR TO RETURNING YOUR BLACKBERRY PLAYBOOK FOR REPAIR SERVICES, OR RIM OR RIM'S AUTHORIZED SERVICE PROVIDER SENDING OUT THE ADVANCED EXCHANGE PLAYBOOK TO YOU, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THIS AGREEMENT, THEN CONTACT BLACKBERRY DIRECT CUSTOMER SUPPORT IMMEDIATELY TO ADVISE RIM OF YOUR WISH TO NOT BE A PARTY TO THIS AGREEMENT AND DO NOT RETURN YOUR BLACKBERRY PLAYBOOK FOR REPAIR SERVICES OR ACCEPT THE ADVANCED EXCHANGE PLAYBOOK FROM RIM.**
15. **MODIFICATION.** RIM 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 RIM's website at [www.blackberry.com/legal](http://www.blackberry.com/legal) or by email to the email address You provided to RIM 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.
16. **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.

17. **MISCELLANEOUS.** You agree that that this Agreement and any and all related documents be drawn up in English. If You are domiciled in France: C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais, sous réserve des dispositions légales d'ordre public applicables. Waiver by RIM 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 BlackBerry PlayBook, the provisions of this Agreement shall be applied by RIM 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 RIM 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. This Agreement covers You alone and is limited to Your BlackBerry PlayBook. You may not transfer or assign Your rights or obligations under this Agreement. Notwithstanding the foregoing, RIM may assign the performance of its obligations under this Agreement to its affiliated companies and/or third parties.

## **“I AGREE”**

### **Your Consent and Agreements Regarding Collection of Personal Information:**

Any communications, electronic or otherwise, with RIM, RIM's affiliated companies and/or authorized service providers (collectively “RIM 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 RIM Companies including this Agreement. You agree and understand that it may be necessary for RIM 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, BlackBerry PlayBook information and identifiers, and payment information (where applicable). You represent and warrant that You have all the necessary permissions, consents and rights to provide RIM Companies with such information in accordance with applicable privacy legislation. Your personal information that is received by RIM in the course of the service or support under this Agreement will be used, processed, transmitted, and disclosed in accordance with RIM's Privacy Policy (which may be accessed at <http://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 RIM products and services); (b) the internal use by RIM Companies for problem resolution and troubleshooting to maintain and improve RIM 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 BlackBerry PlayBook from third-party airtime service providers, retailers, resellers and distributors involved in the chain of custody of the BlackBerry PlayBook upon which repair services are performed, and transferring Your information and the BlackBerry PlayBook amongst RIM 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 RIM Companies maintain facilities (which may include countries outside of the European Economic Area, or outside the country in which You reside). The collection, use, processing, transmission, and/or disclosure of personal information for the purposes noted above are in accordance with RIM's Privacy Policy and RIM's Data Protection Act 1998 of England notification registration entry. Please refer to the Privacy Policy and the provisions of this Agreement regarding exercising rights of access, rectification, and cancellation to the use, processing, transmission and disclosure of said personal information.

**“I AGREE”**