

## PURCHASE TERMS ADDENDUM TO THE BBSLA FOR RIME STORES

### 1. SCOPE & APPLICATION

- 1.1 The BlackBerry Solution License Agreement (“**BBSLA**”) applies to all distributions (free and paid) through RIME Stores. This Addendum sets out the additional purchase terms and conditions (“**Purchase Terms**”) that apply to any purchase of an Offering for which RIME is the merchant of record (or agent for the merchant of record) for the transaction (collectively “**Purchases**” and the act of making a purchase “**Purchase**” or “**Purchased**”). RIME means Research In Motion E-Commerce S.à.r.l., Research In Motion E-Commerce Corporation, Research In Motion E-Commerce Inc., or such other RIM Affiliate that is identified at <http://www.blackberry.com/legal/rime> as the distributor of Offerings in Your jurisdiction. A reference to ‘**BlackBerry Commerce**’ in a RIME Store or in related communications is, for the purposes of these Purchase Terms, a reference to RIME. Any capitalized terms in this Addendum that are not defined in this addendum shall have the meaning set out in the BBSLA. If you do not already have a copy of the BBSLA for Your jurisdiction, it can be found at [www.blackberry.com/legal](http://www.blackberry.com/legal).
- 1.2 THIS ADDENDUM BECOMES A BINDING AGREEMENT BETWEEN YOU, THE PURCHASER (REFERENCES TO “**YOU**” OR “**YOUR**” BEING CONSTRUED ACCORDINGLY), AND RIME WHEN YOU AGREE TO THIS ADDENDUM BY CLICKING ‘I AGREE’ BELOW, AND APPLIES TO ALL SUBSEQUENT PURCHASES UNLESS AND UNTIL RIME INDICATES THAT DIFFERENT TERMS APPLY TO A FUTURE PURCHASE. IF YOU ARE NOT PREPARED TO AGREE TO THIS ADDENDUM (OR ANY FUTURE ADDENDUM WITH RESPECT TO PURCHASES TO WHICH SUCH ADDENDUMS APPLY), YOU ARE NOT PERMITTED TO MAKE A PURCHASE. PLEASE PRINT OUT A COPY OF THESE PURCHASE TERMS (WHICH CAN BE VIEWED AT [www.blackberry.com/legal](http://www.blackberry.com/legal)) FOR YOUR RECORDS.
- 1.3 BY AGREEING TO THESE PURCHASE TERMS, YOU REPRESENT AND WARRANT TO RIME THAT YOU ARE OVER THE AGE OF MAJORITY UNDER THE LAWS OF YOUR JURISDICTION.
- 1.4 An order submitted by You constitutes an offer by You to RIME to purchase an Offering under the terms of the BBSLA as modified by this Addendum and is subject to RIME’s Acceptance. Acceptance of a contract for a particular Purchase occurs at the earlier of (a) RIME accepting Your payment for the Purchase; and (b) RIME delivering an order confirmation to You, thereby permitting You to download or otherwise access the Offering. The Purchase Terms constitute a separate contract between You and RIME for each Offering, and any defect or deficiency in any one Offering shall not entitle You to cancel Your Purchases for other Offerings, whether ordered at the same time or not.
- 1.5 You acknowledge that RIME is acting as the agent of the Offering Vendor in completing the Purchase and, except for In-App Products, in completing delivery of the Offering to You. RIME’s delivery of Offerings will be by way of enabling You to download onto, or otherwise access each Offering from, Your BlackBerry Handheld Software. You further acknowledge that In-App Products are not stored on RIME’s servers and are not distributed through a RIME Store, and it is the Offering Vendor of those In-App Products, and not RIME, that is responsible to fulfill the delivery of the In-App Products to You.
- 1.6 RIME may at RIME’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 RIME will refund any prior payment that You have made for that Offering.
- 1.7 You agree and represent that You are making Purchases for Your own personal use only and not for further distribution.
- 1.8 In the context of Purchases, the right set out in the BBSLA to make any updates, modifications, and adjustments to a RIME Store without prior notice includes making changes to prices and purchase terms, including terms related to the RIME Store and RIME processing In-App Product transactions using the BlackBerry Payment Service, provided that such changes will only apply to orders that have not been Accepted at the time of the change. There is no price protection, and if You choose to proceed with an order that has not been Accepted at the time of the change, You acknowledge that the Offering will be provided in accordance with such modified or changed description or corrected price and will be subject to the revised purchase terms.

- 1.9 RIME 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 through a RIME Store. RIME may, but cannot guarantee, that RIME will be able to provide You with copies of such documents on Your written request.

## **2. RIGHTS AND RESPONSIBILITIES**

- 2.1 RIME reserves the right to verify Your Location and Payment Information (defined below) and take other steps to validate Your identification or detect and protect against fraud or theft.
- 2.2 You are responsible for ensuring that any passwords You use to access or use a RIME Store and/or for making payments for Offerings remain secure and the provisions in the BBSLA relating to passwords apply to Your use of them in relation to making Purchases. Once You enter Your password You will not be required to re-enter Your password in order to make Purchases during the password prompt period indicated in Your Payment Options settings. If You wish to be prompted for Your password for every Purchase You make, You must change the password prompt setting in Your Payment Options settings.
- 2.3 The Offerings made available through a RIME Store 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 use of the RIME Store 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 a RIME Store, and any making of Purchases, under Your name or account by Your Authorised Users.
- 2.4 RIME reserves the right to take steps RIME believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Purchase Terms, including to facilitate remittance of applicable taxes to governmental bodies or fees to Offering Vendors whose Offerings You have Purchased (including but not limited to RIME's right to cooperate with any legal process relating to Your use of the Offerings and/or a third party claim that Your use of the Offerings is unlawful and/or infringes that third party's rights). You agree that RIME has the right, without liability to You, to disclose any information about You to tax or law enforcement authorities, government officials, and/or a third party as RIME believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Purchase Terms (including but not limited to RIME's right to cooperate with any legal process relating to Your use of the Offerings and/or a third party claim that Your use of the Offerings is unlawful and/or infringes such third party's rights).

## **3. PRICE, TAXES, AND TERMS OF PAYMENT**

- 3.1 Prices payable for Offerings are those displayed in the applicable purchase confirmation screen at the time of Acceptance, and are subject to applicable tax as reasonably determined by RIME. Your authorized payment method will be charged the price and taxes at the time of Acceptance of Your order. **YOU ARE RESPONSIBLE FOR PAYING THESE AMOUNTS.** For clarity, there are no refunds if the price goes down after You Purchase an Offering or if there is a later promotional offering for an Offering that You have Purchased. If You feel Your authorized payment method has been incorrectly debited or charged, You must notify the RIME Store customer service within 30 days of Your Purchase, at <https://www.blackberry.com/technicalsupport/index.do?ft=generic>.
- 3.2 Some Offerings are available on an auto-renewing subscription basis, which is intended to save You time, effort, and risk by extending Your subscription automatically before it expires. By purchasing an auto-renew subscription Offering, You agree that Your subscription may automatically renew for successive renewal terms, and You expressly authorize and permit RIME to bill each subscription renewal fee to Your selected payment method until either You (or, for gifted subscriptions, You or the recipient of the gift) cancel the subscription, or RIME discontinues the automatic renewal and billing of the subscription. For each auto-renew subscription Offering that You purchase, You will be sent at least one email to the email address You provided in connection with Your BlackBerry ID to remind You of an upcoming renewal before Your subscription is renewed. You have complete control over Your subscription and may cancel Your auto-renewal at any time. Your order confirmation and confirmation email will include instructions on how to cancel automatic renewal of Your subscription. Please note that if You discontinue Your subscription for a particular Offering, You must manually renew Your subscription to prevent interruption of access to the Offering.

- 3.3 All charges for Purchases will be billed to the payment method that You selected in the applicable RIME Store. If You wish to change Your payment method, You can do so under the Payment Options menu in the RIME Store.

#### **4. VENDOR LICENSE TERMS**

- 4.1 As with free distributions through a RIME Store, title does not pass with Purchases of Content and software Offerings. You have the right to use copies of Content and software Offerings that You Purchase subject to, and in accordance with, the terms of any end user license agreements, rules, or other terms and conditions included with the Offering (“**Vendor License Terms**”). The BBSLA sets out the terms that apply where there are no Vendor License Terms. Some Vendor License Terms may be included in the rules for a particular service. For example, if You Purchase a rental of a film, there may be time limitations regarding when You must start watching the film (for example, within 30 days of the Purchase) and, once You start watching the film, there may be limitations on when You must finish watching it (for example, within 24 hours). There may also be limitations regarding on which models of devices, or on how many different devices, You may watch the film. You acknowledge and agree that Your ability to access or utilize such Offerings may automatically terminate, without further notice to You, in accordance with the applicable Vendor License Terms.

#### **5. RISK AND BACKUPS**

- 5.1 Except as otherwise provided in these Purchase Terms, risk of loss of or damage to the RIME Store Offerings and In-App Products passes to You from RIME and from the Offering Vendor, respectively, on download. As with other distributions of Offerings, once You download any Offering it becomes Your responsibility and none of RIME or its affiliates, or the Offering Vendor, shall be liable to You for any loss, destruction, or damage to any such materials. You should backup Your Offerings. Your RIME Store repository (“**My World**”) enables You to uninstall and reinstall certain Software and Third Party Items on Your Handheld Product, as further detailed in the then current rules for My World, which may change from time to time.

#### **6. RIME’S REFUND POLICY, SUPPORT FOR THE RIME STORE, AND SUPPORT FOR PRODUCTS**

- 6.1 All Purchases are subject to the RIME Refund Policy, available at <http://www.blackberry.com/legal/rime-store-refunds-policy>, as updated from time to time.
- 6.2 Please refer to the support web page for the applicable RIME Store for support services that are available for the RIME Store and for download issues. Offering Vendors are responsible for the warranties and support for their Offerings.
- 6.3 THE PROVISIONS OF THE BBSLA RELATED TO ANY OFFERING, INCLUDING THOSE RELATED TO A TYPE OF OFFERING SUCH AS SOFTWARE, RIM SERVICES, THIRD PARTY ITEMS, AND THIRD PARTY SERVICES, APPLY TO YOUR PURCHASES OF OFFERINGS. WITHOUT LIMITING THE FOREGOING, THE LICENSE, PRIVACY, EXPORT, WARRANTY, DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET OUT IN THE BBSLA THAT APPLY TO SOFTWARE, RIM SERVICES, THIRD PARTY ITEMS, AND THIRD PARTY SERVICES APPLY TO YOUR PURCHASES OF OFFERINGS THAT ARE SOFTWARE, RIM SERVICES, THIRD PARTY ITEMS, AND THIRD PARTY SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THE BBSLA SHALL APPLY TO RIME’S SERVICE PROVIDERS (INCLUDING, WITHOUT LIMITATION, PROVIDERS OF SERVICES RELATING TO THE PROCESSING OF PAYMENTS).

#### **7. CONSENTS AND CUSTOMS DUTIES**

- 7.1 You may be subject to and are responsible for customs charges and/or import duties levied when You download the Offerings. Any such additional charges for customs clearance or import duties must be paid by You. You should contact the local customs office in the relevant jurisdiction for further information on applicable customs policies or duties.
- 7.2 You shall obtain at Your own expense any licence or consent of any government or other authority that is required for the acquisition or use of the Offerings by You and, if necessary, produce evidence to RIME of such on demand. Failure to do so shall not entitle You to withhold or delay payment for the Offering. Any additional expenses or charges incurred by RIME resulting from Your failure to comply with this Section shall be paid by You. Offerings

may be subject to export, import, and use control laws and regulations in the territory or other relevant jurisdiction where You take delivery, export the Offerings from, import the Offerings into, or use the Offerings. You are responsible for complying with those laws and regulations and represent and warrant that You will not do anything to breach them. You additionally agree that You shall fully indemnify RIME and any of RIME's service providers for Your failure to comply with this section.

## **8. PERSONAL INFORMATION AND YOUR PRIVACY**

- 8.1 In addition to the information You have agreed, under the BBSLA, that RIME may Process to complete and deliver Your Purchases, RIME may Process Your authorized payment method account and other details such as credit card number, billing address, Airtime Service Provider information, information about Offerings downloaded and purchased, and device identifier information and other relevant user details like Your location at the time of Purchase ("**Payment Information**"). You agree RIME may obtain such information either directly or from service providers who are providing delivery and ancillary fulfillment services to RIME, payment processors such as PayPal, credit card companies, or, in the case of a carrier-billed transaction to which these Purchase Terms apply, Your Airtime Service Providers, as applicable. You consent to RIME providing Your Payment Information to third party MoRs, payment processors, or other entities as is reasonably required to facilitate the Purchase and ancillary services. In some cases where You have previously provided a Third Party MoR with Your credit card information, You may be asked if such third party may provide RIME with this information to be used where RIME acts as MoR for Your Purchases. If RIME obtains such Payment Information, it will be used as is reasonably required to facilitate Your Purchases in accordance with these Purchase Terms.
- 8.2 Personal information that is Processed by RIME and its affiliated companies and service providers will be treated in accordance with RIME's Privacy Policy (which is hereby incorporated by reference and can be viewed at [www.blackberry.com/legal](http://www.blackberry.com/legal) or obtained by emailing [legalinfo@rim.com](mailto:legalinfo@rim.com)). 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, facilitate updates or the renewal of subscriptions for Offerings (if applicable), improve a RIME Store 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 RIME 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 RIME 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.

## **9. ADDITIONAL INFORMATION**

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