

BlackBerry General Terms and Conditions

BY CLICKING ON THE “**I AGREE**” BUTTON OR BY ACCESSING THIS SITE YOU INDICATE THAT: YOU AGREE ON YOUR BEHALF AND/OR ON BEHALF OF THE ENTITY FOR WHOSE BENEFIT YOU ARE AUTHORIZED TO ACT (IN EITHER CASE “**YOU**” OR “**YOUR**”) THAT THE FOLLOWING TERMS AND CONDITIONS WILL APPLY, AS APPLICABLE, TO YOUR USE OF THE SITE AND PURCHASE AND/OR USE OF BLACKBERRY PRODUCTS AND SERVICES. PLEASE CAREFULLY READ ALL OF THE TERMS AND CONDITIONS BEFORE PROCEEDING.

Site Terms and Conditions of Use

If You create, maintain, use or access a BlackBerry account, the [Terms and Conditions of Use](#) shall apply to such use or access.

Terms and Condition of Sale

If purchasing direct from BlackBerry, the [Terms and Condition of Sale](#) shall apply to the purchase. If purchasing from a distributor or reseller the terms and conditions of sale between You and the distributor or reseller shall apply. Except as expressly agreed to in writing by BlackBerry, You shall not be entitled to a refund, credit or exchange for any reason.

Products and Services Usage Terms and Conditions

The following usage terms shall apply:

1. BlackBerry Solution License Agreement and BBM Terms of Service

Use of the BlackBerry server software products and/or services and any client access licenses associated with such use (individually or collectively, the “**BlackBerry Software**”) are subject to the terms and conditions of the [BlackBerry Solution License Agreement](#) and any addendums thereto, as applicable. Use of the BBM messaging services and client software (“**BBM**”) are subject to the terms and conditions of the [BBM Terms of Service](#) and any addendums thereto, as applicable.

2. Subscription Products and Services

The term for subscription BlackBerry Software or BBM products and/or services (the “**Subscription**”) will commence on the order date specified in an email confirmation that will be sent to the address You provided as part of the order process (“**Your Address**”). If the Subscription term does not automatically renew, notification that the Subscription is about to expire may be sent via email to Your Address, together with information on how to renew.

3. Business Services by BlackBerry

If the applicable product or service ordered is or includes business services by BlackBerry (including e.g. technical support), then the services provided are subject to the terms and conditions of the [Business Services by BlackBerry Terms](#) including the applicable [Program Description](#).

NOTE: If You use a BlackBerry product and/or service in excess of the number of licenses or subscriptions or other entitlement purchased, in addition to BlackBerry’s rights and remedies found in the above-referenced usage terms, BlackBerry reserves the right to invoice for the excess usage as determined by BlackBerry. The excess usage invoice amount will be calculated as the number of excess users times the license or subscription fee for one (1) year of the BlackBerry product or service at the then current MSRP per user, per year (plus applicable taxes). The invoice may be issued in currencies other than the local currency at an exchange rate calculated by BlackBerry in its sole discretion and is noncancellable

and due upon receipt. Unpaid invoices thirty (30) days from the invoice date will bear interest from the due date until paid at a rate of: (i) ten percent (10%) per annum; or (ii) the maximum rate permitted by law, whichever is less.

Click “I Agree” to acknowledge that You have read and agree to all of the above terms and conditions. If You do not agree to all of the above terms and conditions, You may not proceed.