

Limited Warranty

This Limited Warranty sets forth the responsibilities of Research In Motion Limited, with offices at 295 Phillip Street, Waterloo, Ontario, N2L 3W8, Canada and its affiliated group of companies (“**RIM**”) to an original end-user purchaser (“**You**”) regarding the new BlackBerry handheld, the BlackBerry cradle, and any other RIM hardware accessories, excluding external batteries and SIM cards, which are provided to You concurrently and in conjunction with the BlackBerry handheld specifically for use with Your particular model of BlackBerry handheld (which together comprise the “**BlackBerry Hardware**”).

Mandatory Rights. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. To the extent RIM cannot lawfully exclude any applicable implied or imposed statutory rights relating to the BlackBerry Hardware, nothing in this Limited Warranty affects such rights. If you are a consumer, this Limited Warranty applies in addition to the rights and remedies available to you under the Australian Consumer Law.

Warranty and Exclusions. BlackBerry Hardware will be free from defects in workmanship and materials for a period that is the shorter of: (i) one (1) year from the date that the new BlackBerry handheld was first purchased by You; and (ii) the period ending upon Your breach of the BlackBerry Solution License Agreement (the “**License Agreement**”) entered into between You and RIM in connection with the BlackBerry Solution (the “**Warranty Period**”). This Limited Warranty is not transferable. During the Warranty Period, the BlackBerry Hardware, or one or more of the BlackBerry Hardware components, will be repaired or replaced at RIM’s option, without charge to You for either parts or labor, except if there is an Exclusion (as defined below). If the BlackBerry Hardware (or component thereof) is repaired or replaced during the Warranty Period, the Warranty Period will expire, upon the later of the 91st day after repair or replacement or one year from the date of original purchase. Based on an agreement between RIM and the reseller or distributor through whom You purchased the BlackBerry Solution (the “**RIM Solution Provider**”), this Limited Warranty for the Warranty Period shall be honored by either RIM or the RIM Solution Provider.

This Limited Warranty does not apply to (each an “**Exclusion**”):

- (a) consumable parts, such as non-removable batteries, unless the damage was caused by a defect in materials or workmanship; or
- (b) normal wear and tear; or
- (c) if any component of the BlackBerry Hardware is opened, modified or repaired by someone not authorized by RIM; or
- (d) any damage to the surface of the BlackBerry Hardware including cracks or scratches on the LCD screen; or
- (e) malfunction, damage and/or defects caused by and/or resulting from:
 - (i) misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or repairs or modifications made by anyone other than RIM; or
 - (ii) use of the BlackBerry Hardware in conjunction with accessories, products, services, software, applications, or ancillary or peripheral equipment not expressly approved or provided by RIM specifically for use with Your particular model of BlackBerry handheld; or
 - (iii) anything that, as determined by RIM is not the fault of RIM or the BlackBerry Hardware itself; or
 - (iv) damage caused to the BlackBerry Hardware caused by operation or use outside the permitted or intended uses described in the License Agreement or the Safety and Product

Information contained in the package with the BlackBerry Solution comprised of the BlackBerry Hardware, the BlackBerry desktop software, and the associated wireless data service and documentation (the “**BlackBerry Solution**”); or

- (f) any equipment, tablets, or other hardware other than the BlackBerry Hardware as defined in this Limited Warranty - for example, it does not apply to any external battery or SIM card provided with Your purchase, rental, lease or other means of acquiring the BlackBerry Hardware, or any damage caused by the leakage or any other malfunction of an external battery, SIM card, or any other accessory or peripheral equipment.

This Limited Warranty is a hardware warranty limited to the BlackBerry Hardware and does not cover any software shipped, pre-loaded, or distributed by RIM or any third party, even if packaged or sold with the BlackBerry Hardware. The limited warranty for RIM proprietary software shipped with the BlackBerry Hardware is described in the License Agreement.

Data back-up. Data backup is the responsibility of the user of the BlackBerry Hardware. Neither RIM nor the RIM Solution Provider is responsible for data that may be damaged or lost at any time, including, without limitation, data lost or damaged during the servicing of the BlackBerry Hardware, or through the use of synchronization software. Servicing, repair or replacement of the BlackBerry Hardware, or the use of synchronization software, may result in the loss of data, software, applications, peripherals or information. As the BlackBerry Solution is provided in conjunction with certain wireless data services provided by third party providers, RIM cannot and does not under this Limited Warranty guarantee or warrant that Your wireless data service will always be available or will always function properly. For this and other reasons, the BlackBerry Solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and, to the extent permitted by law, RIM disclaims any liability on its behalf, on behalf of the RIM Solution Provider, and on behalf of the third party provider of Your airtime service for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for Your use of the BlackBerry Solution, including, without limitation, the lack of service coverage in the area in which You wish to use the BlackBerry Solution under this Limited Warranty. RIM will not be responsible for any warranties or guarantees provided by the RIM Solution Provider or any other party under this Limited Warranty. Any repair or replacement pursuant to this Limited Warranty could be requested by You from the RIM Solution Provider.

How to Return BlackBerry Hardware. RIM is the warrantor under this Limited Warranty. BlackBerry Hardware is made available in Australia by or through RIM Solution Providers located in Australia. These RIM Solution Providers have agreed to perform this Limited Warranty on RIM’s behalf for BlackBerry Hardware that the RIM Solution Provider has made available to You including, but not limited to, facilitating the return of the BlackBerry Hardware for warranty services under this Limited Warranty.

You may return defective BlackBerry Hardware to: (a) the RIM Solution Provider from whom You obtained the BlackBerry Hardware under this Limited Warranty and, if You are a consumer, under Australian Consumer Law; or (b) RIM if You are a consumer under Australian Consumer Law. Please contact the RIM Solution Provider to receive instructions on how to return Your defective BlackBerry Hardware for warranty services. If applicable, instructions are available from a RIM representative at 1 800 039 536 on how to return defective BlackBerry Hardware for warranty services. When contacting RIM, RIM Solution Provider or their representative via telephone charges may apply, and You shall assist the RIM, RIM Solution Provider, or their representative in diagnosing any problem with Your BlackBerry Hardware. RIM and/or the RIM Solution Provider may require that You provide proof of purchase of the BlackBerry Hardware in the form of a dated receipt or invoice from an authorized RIM Solution Provider evidencing that You are the beneficiary of this Limited Warranty during the Warranty Period. IF YOUR

BLACKBERRY HARDWARE IS RETURNED, BUT YOUR BLACKBERRY HARDWARE IS NOT COVERED UNDER THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND YOU DO NOT HAVE ANY RIGHTS OR REMEDIES UNDER THE AUSTRALIAN CONSUMER LAW, REPAIR AND PROCESSING TERMS AND CHARGES MAY APPLY. RIM or RIM Solution Provider may limit warranty services under this Limited Warranty to the country where RIM or the RIM Solution Provider originally sold the BlackBerry Hardware to You. Warranty service options and response times may differ by country in which warranty service is requested. YOU MAY BE RESPONSIBLE FOR SHIPPING, HANDLING, AND OTHER COSTS UNDER THIS LIMITED WARRANTY IF YOU REQUEST WARRANTY SERVICES NOT IN THE COUNTRY OF ORIGINAL PURCHASE OF THE BLACKBERRY HARDWARE AND IF RIM IS WILLING TO FACILITATE YOUR REQUEST.

Exclusive Remedies. SUBJECT TO THE SECTION “AUSTRALIAN CONSUMER LAW” BELOW, AND EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY LAW, THE REPAIR OR REPLACEMENT OF THE BLACKBERRY HARDWARE, AS PROVIDED HEREIN, IS THE EXCLUSIVE REMEDY PROVIDED TO YOU UNDER THIS LIMITED WARRANTY.

Limitation of Liability. SUBJECT TO THE SECTION “AUSTRALIAN CONSUMER LAW” BELOW, AND EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED AND EXCEPT AS SET OUT HEREIN ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, DURABILITY, OR OTHERWISE ARISING FROM A STATUTE OR CUSTOM OR COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS OR LIABILITY FOR THEIR BREACH. SUBJECT TO THE SECTION “AUSTRALIAN CONSUMER LAW” BELOW AND TO THE FULL EXTENT PERMITTED BY LAW, ANY SUCH REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, GUARANTEES OR CONDITIONS, OR LIABILITY FOR THEIR BREACH RELATING TO THE BLACKBERRY HARDWARE, TO THE EXTENT THEY CANNOT BE EXCLUDED, ARE LIMITED TO THEIR REPAIR OR REPLACEMENT, AT RIM’S OPTION AND THE PARTIES AGREE IT IS FAIR AND REASONABLE IN ALL THE CIRCUMSTANCES FOR THE LIABILITY OF RIM TO BE SO LIMITED. SUBJECT TO THE SECTION “AUSTRALIAN CONSUMER LAW” BELOW, AND EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY LAW, NEITHER RIM NOR ANY RIM SOLUTION PROVIDER SHALL IN ANY WAY BE LIABLE TO YOU AND YOU HEREBY WAIVE ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (OR LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BLACKBERRY HARDWARE, EVEN IF RIM OR A RIM SOLUTION PROVIDER ARE AWARE 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 SOUNDING IN TORT (INCLUDING NEGLIGENCE) OR CONTRACT, OR UNDER WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. SUBJECT TO THE SECTION “AUSTRALIAN CONSUMER LAW” BELOW, AND EXCEPT TO THE EXTENT THAT RIM IS EXPRESSLY PROHIBITED BY LAW, ANY EXTERNAL BATTERIES PROVIDED

WITH THE BLACKBERRY HARDWARE ARE PROVIDED “AS IS” OR ARE SUBJECT TO THE LIMITED WARRANTY SPECIFICALLY APPLICABLE TO SUCH BATTERIES, IF ANY, AND ANY SIM CARDS PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED AS IS, AND NEITHER EXTERNAL BATTERIES NOR SIM CARDS ARE, FOR PURPOSES OF THIS LIMITED WARRANTY, PART OF THE BLACKBERRY HARDWARE. YOU ASSUME THE RISK OF USING ANY ACCESSORY NOT PROVIDED AS PART OF THE BLACKBERRY SOLUTION. SUBJECT TO THE SECTION “AUSTRALIAN CONSUMER LAW” BELOW AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RIM’S LIABILITY TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU OR ON YOUR BEHALF EXCEED THE PURCHASE PRICE OF THE BLACKBERRY HARDWARE YOU PURCHASED OR THE COST OF REPAIRING OR REPLACING THE BLACKBERRY HARDWARE, WHICHEVER IS GREATER. THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH IN THE LICENSE AGREEMENT. TO THE EXTENT THAT Competition and Consumer Act 2010 (Cth) (CCA) IMPLIES INTO THIS LIMITED WARRANTY OR ANY OTHER AGREEMENT BETWEEN THE PARTIES OR OTHERWISE IMPOSES TERMS, CONDITIONS, WARRANTIES AND GUARANTEES THAT CANNOT BE LAWFULLY EXCLUDED, SUCH TERMS WILL APPLY TO THIS LIMITED WARRANTY.

Miscellaneous. Waiver by RIM of any default will not be deemed a continuing waiver of such default or a waiver of any other default. This Limited Warranty is governed by and construed in accordance with the laws of Ontario, Canada, except for any body of law governing conflicts of law. The Parties to this Limited Warranty (together the “**Parties**” and individually a “**Party**”) agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. All disagreements and disputes arising out of or in connection with this Limited Warranty shall be finally settled by arbitration. The decision of the arbitrator shall be final and binding upon the Parties (save in the case of manifest error). The award of the arbitrator shall be made in writing and shall have reasons. The arbitrator’s award shall make provision for the costs of the arbitration to be paid by the Parties in such proportions as the arbitrator decides appropriate. Unless otherwise prohibited by law in Your jurisdiction, the arbitration shall be: (i) held in Ontario, Canada; (ii) conducted under Ontario law; (iii) conducted in the English language; (iv) settled under the Rules of Arbitration of the International Chamber of Commerce (“**Rules**”); and (v) heard by one arbitrator appointed in accordance with the said Rules and to be mutually agreed to by the Parties within thirty (30) days of the appointment of the arbitrator, failing which a neutral third party shall appoint the arbitrator. No dispute between the Parties, or involving any person but You, may be joined or combined together, without the prior written consent of RIM. If a provision of this Limited Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Limited Warranty, but rather (unless a failure of consideration would result therefrom) the Limited Warranty shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. If this Limited Warranty is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof. If there is any inconsistency between this Limited Warranty and any warranty included in the packaging of the BlackBerry Hardware, the provisions of this Limited Warranty shall apply to the extent of such inconsistency.

Australian Consumer Law. Under the Australian Consumer Law, which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) (CCA) and is replicated in the relevant Fair Trading Acts (and Consumer Affairs and Fair Trading Acts) of Australian states and territories (“**FTAs**”), certain statutory guarantees (“**Consumer Guarantees**”) are conferred in relation to the supply of goods or services if: (a) the price of the goods or services is \$40,000 Australian or less; or (b) the goods or services are of a kind

ordinarily acquired for personal, domestic or household use or consumption (“**PDH Goods or Services**”). These include guarantees that services are provided with due skill and care, and that goods are of acceptable quality, are fit for the purpose described, match any description or sample and are free from defects and faults. If these consumer guarantees are not met, the consumer may be entitled (in the case of services) to the service resupplied, to payment for the cost of having it supplied again by someone else or to compensation, and (in the case of goods) to a refund or an alternative to a refund (such as an exchange or repair) and to compensation from the supplier or to compensation from the manufacturer. If the goods or services supplied under this Limited Warranty are PDH Goods or Services, the operation of the Consumer Guarantees cannot be, and are not in this Limited Warranty, excluded or limited. If: (a) the goods or services supplied under this Limited Warranty are not PDH Goods or Services; and (b) the price of those goods or services is \$40,000 Australian or less, if RIM is the supplier of those goods or services, RIM can, and does, limit its liability of breach of any Consumer Guarantee to (at RIM’s option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or the cost of having the services re-supplied, and RIM does not exclude or limit the operation of the Consumer Guarantees under any other provision of this Limited Warranty or in any other manner and the parties agree it is fair and reasonable in all the circumstances for the liability of RIM to be so limited. Except for the Consumer Guarantees and the warranties and conditions set out in the Limited Warranty, RIM excludes all warranties and conditions implied or imposed by statute, at law, in fact or otherwise.

Privacy. Customer information received by RIM 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>) for problem resolution and troubleshooting purposes in order to perform the warranty services described in this Limited Warranty. This may include obtaining Your information and the BlackBerry Hardware from third-party airtime services providers, retailers, resellers and distributors involved in the chain of custody of the BlackBerry hardware upon which warranty services are performed, and transferring Your information and the BlackBerry Hardware to RIM subsidiaries and affiliates or RIM services providers.