

Limited Warranty

The BlackBerry Handheld, the BlackBerry Cradle, and the Holster (which together comprise the BlackBerry Hardware), will be free from material 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 as an original end user ("YOU") and (ii) the period ending upon YOUR breach of the BlackBerry End User/Software License Agreement (the "License Agreement") entered into between YOU and Research In Motion Limited and/OR its affiliated group of companies' (RIM) in connection with the BlackBerry Solution (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, to the extent that the BlackBerry Hardware, or one or more of the BlackBerry Hardware components do not comply with this warranty, the defective component(s) will be repaired or replaced at RIM's option, without charge to YOU for either parts or labor. 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 RIM Solution Provider (defined below), 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 normal wear and tear or if any component of the BlackBerry hardware is opened or repaired by someone not authorized by RIM, and does not cover repair or replacement of any BlackBerry Hardware damaged by: misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than RIM. This Limited Warranty does not cover physical damage to the surface of the BlackBerry Hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment 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 also does not apply if the malfunction results from the use of the BlackBerry Hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by RIM, and where it is determined by RIM that such malfunction is not the fault of the BlackBerry Hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety 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"), the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is presumed to be the responsibility of the user of the BlackBerry Hardware. Neither RIM nor the reseller or distributor through whom YOU purchased the BlackBerry Solution (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. As the BlackBerry Solution is provided in conjunction with certain wireless data services provided by third party providers, we cannot 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 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. RIM will not be responsible for any warranties or guarantees provided by the RIM Solution Provider or any other party.

REPAIR OR REPLACEMENT OF THE PRODUCT AS PROVIDED HEREIN IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. YOU ACKNOWLEDGE AND AGREE THAT THIS BLACKBERRY HARDWARE IS NOT SOLD TO YOU FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND/OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. NEITHER RIM NOR ANY RIM SOLUTION PROVIDER SHALL IN ANY WAY BE LIABLE TO YOU FOR ANY DAMAGES YOU SUFFER OR INCUR (INCLUDING, BUT NOT LIMITED TO, GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BLACKBERRY SOLUTION, 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 THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. ANY EXTERNAL BATTERIES OR SIM CARDS PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED AS IS, AND ARE NOT, FOR PURPOSES OF THIS WARRANTY, PART OF THE BLACKBERRY HARDWARE. YOU ASSUME THE RISK OF USING

Australia

ANY ACCESSORY NOT PROVIDED AS PART OF THE BLACKBERRY SOLUTION. IN NO EVENT SHALL RIM'S LIABILITY TO YOU 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.

This limited warranty gives YOU specific legal rights, and YOU may also have other rights that vary from state to state and province to province. Some states or provinces may not allow the exclusion of limitation of incidental or consequential damages, may not allow limitations on how long an implied warranty or condition lasts, or allow provisions that permit the warranty to be voided. Thus, the above limitations or exclusions may not apply to YOU.

The terms of section 20 of the License Agreement are incorporated by reference into this Limited Warranty.

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 that the Trade Practices Act 1974 (Cth) or similar legislation implies into this limited warranty terms, conditions or warranties that cannot be excluded, such terms, condition and warranties will apply to this limited warranty provided that RIM's liability for a breach of any such term, condition or warranty, including for any economic or consequential loss, shall be limited to the maximum extent permitted by law.