

# Service Specific Terms & Conditions BlackBerry® Service

## TURKS & CAICOS ISLANDS

These Service Specific Terms and Conditions together with the General Terms and Conditions and the Service Specific Terms and Conditions for Mobile Services apply when We provide Service to You. You are deemed to have accepted these Service Specific Terms and Conditions, the Service Specific Terms and Conditions for Mobile Services and the General Terms and Conditions when You sign the Service Application Form.

### 1. DEFINITIONS

1.1 In these Service Specific Terms and Conditions:

“Attachment Opener Service Software” means the service, which enables email attachments to be opened and viewed on the BlackBerry Handheld, and/or sent to a facsimile machine.

“BES” means BlackBerry Enterprise Server.

“BES Software” means the software known as the BlackBerry Enterprise Server Software and which forms part of the End-User Licensed Software for the purposes of this Agreement.

“BIS” means the BlackBerry Internet Service, which the end user has on their BlackBerry Handheld to access their personal emails.

“BlackBerry email address” means the email address on the BlackBerry Handheld with BIS service, e.g., user@cw.blackberry.net.

“BlackBerry Handheld” or “Handheld” means the proprietary wireless communications handheld device manufactured by Research in Motion Limited, incorporating a SIM card, to which Your Server forwards emails from Your corporate email server (for BES customers) and from which the user can access, read and respond to, or initiate emails, via the Internet and the Service, and by means of which the user can also send and receive SMS text messages.

“Disconnection Notice” means a notice to disconnect one or more SIM Cards, using the Disconnection Notice form as made available to You by Us at Your request or in a form as otherwise agreed by Us.

“End-User Licensed Software” means any software, the licence terms for which are governed by a separate agreement with the licensor of such software typically by means of a “click-wrap” or “shrink-wrap” licence agreement.

“First Line Support” means Your IT Helpdesk which shall be Your and Your employees’ first point of contact in the event You or Your employees have a query or problem with a BlackBerry Handheld device or the Service.

“Internet” means the global information system consisting of a large number of interconnected computer networks that communicates through the use of TCP/IP network protocols; commonly referred to as the World Wide Web.

“IMAP” means Internet Message Access Protocol a standard protocol for accessing e-mail from Your local server. IMAP is a client/server protocol in which e-mail is received and held for You by Your Internet server. You can view just the heading and the sender of the mail and then decide whether to download the mail. You can also create and manipulate folders or mailboxes on the server, delete messages.

“Mobile Data” means Our GPRS (General Packet Radio Service) or EDGE (Enhanced Data Rates for GSM Evolution) services, or any other mobile data transfer technology that We may introduce from time to time, as the case may be.

“POP3” means the Post Office Protocol version 3, a protocol that provides a simple, standardized way for users to access mailboxes and download messages to their computers

“Server” means Your server on which the BES Software and Attachment Opener Service Software will operate.

“Server Specifications” means the specifications of the computer which You will use as the Server, including any specific Software requirements necessary for the Service.

“Service” or “Blackberry Service” means the Blackberry data services We provide to You as per the terms and conditions contained herein, and includes the Blackberry data roaming service (currently referred to as “Blackberry Passport”) specified in Clause 5 of this Schedule 6.

“Termination Fee” means the sum of the Service Charges for the period from the date of disconnection of a SIM Card to the end of the minimum contract period in respect of that SIM Card, and any charges associated with Your liability in respect of the minimum contract period for the Service.

1.2 Reference should be made to the General Terms and Conditions and the Service Specific Terms and Conditions for Mobile Services for any definitions which are not specifically included in these Service Specific Terms and Conditions.

### 2. PROVISION OF SERVICE

2.1 We will provide You with the Service using Our Mobile Data network and provision Your SIM Card accordingly. You must be aware that We are responsible for only certain elements of the network that is used to supply You with the Service and We will only be liable for failure to operate those elements of that network in accordance with these terms and conditions.

2.2 You understand and agree the BlackBerry Service and Blackberry data roaming service require a mobile service and that You will be required to subscribe to Our post paid or prepaid mobile service if You do not have an existing mobile service with Us. Voice calls and text messages (SMS) made with the BlackBerry Handheld will be subject to the rates, terms and conditions of Our post paid or prepaid mobile service. Charges for the BlackBerry Service are in addition to the charges for the post paid or prepaid mobile service.

2.3 In order to use the Service You must purchase a BlackBerry Handheld, sign the Service Application Form and thereby agree to pay the applicable charges.

2.4 You must use the Service with the BlackBerry Handheld. You agree to be bound by these terms and conditions for the minimum contract period specified on the Service Application Form. SIM Cards are provided for use with the Service, subject to separate minimum twelve-month contract periods. Provision of Service is subject to the BlackBerry End User / Software Licence Agreement which is provided to You with the BlackBerry Handheld.

2.5 We will provide You with Mobile Data usage at the amounts and for the prices set out on the Service Application Form. The Service cannot be combined with any of Our other Mobile Data service plan.

2.6 You acknowledge that the provision of telephone airtime is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the airtime in terms of line clarity and call interference.

2.7 Usage and monthly fees will be charged as specified in Your Service Application Form. Prices do not include taxes or other fees which may be exempted from time to time by Us and are subject to change. You are responsible for the payment of all charges for the Service, including but not limited to access charges, and charges for service features limited to access charges, and charges for service features.

2.8 The BlackBerry Handheld includes encryption software that is subject to certain legal restrictions that restrict the export, import and use of the BlackBerry Handheld and associated software in accordance with certain legal agreements that We have entered into. You are not permitted to roam to any country with the Blackberry Handheld unless advised by Us from time to time that such roaming is permitted to that country. Access to the Service outside of the Country is subject to the availability of roaming agreements with other networks and You shall indemnify Us for any loss or damage suffered by Us in the event that You use the Service in breach of this provision. The availability of roaming is constantly expanding and an up to date list of countries where roaming is available can be seen on the Internet at [www.lime.com](http://www.lime.com).

2.9 We will give You notice of the end-of-life of a particular product supplied by Us to You within thirty (30) days of (i) when We are notified in writing from Our third party supplier that such products have reached their end-of-life or (ii) when Our agreement with Our third party supplier comes to an end. You understand and agree that Our third party supplier shall have no obligation to provide support for such product for more than twelve (12) months following delivery of a notice of the end-of-life of a particular product.

2.10 With the BIS Service You will have one (1) email address on the BlackBerry Handheld (e.g. user@cw.blackberry.net) and can also add up to nine (9) more (ten (10) in total) personal email accounts on the BlackBerry Handheld. Personal email accounts must have a POP3 or IMAP email service delivery.

2.11 You will have a mailbox size of a maximum of twenty-five (25) MB of memory on the BlackBerry Handheld.

2.12 The system will automatically manage the default BlackBerry mailbox (e.g. user@cw.blackberry.net) and delete messages on the BlackBerry Handheld after thirty (30) days. Emails from the user’s personal email accounts will remain on the customer’s personal mailbox.

2.13 Messages older than thirty (30) days will be reply/forwarded complete with original message and attachments. Messages older than thirty (30) days will be reply/forwarded with the message content resident on the BlackBerry

2.14 If You attempt to forward a message from Your default BlackBerry mailbox that is older than thirty (30) days, You will be successful (after the second attempt), but only the message content resident on the BlackBerry Handheld can be delivered. An attempt to do a “more all” request or to open an attachment older than thirty (30) days will be unsuccessful.

2.15 You are responsible for creating Your own BlackBerry Handheld email account by accessing a specific URL using a web browser. Setup instructions are contained in the box containing the Blackberry Handheld device and are also available on Our website. You are also responsible for setting up Your additional personal email accounts, and for making any changes to Your account. You may contact Our Customer Contact Centre to request assistance with setting up the email accounts on the BlackBerry Handheld.

2.16 Use of Your BlackBerry Handheld as a modem, or with third party applications, is not included with the Service. You will be billed separately in keeping with Our then current rates, for any such use(s).

2.17 The Service does not include use of third party applications, video or audio streaming, using the Internet in a non-Blackberry Handheld device or tethering the BlackBerry Handheld to a computer. In short, nothing other than Blackberry APN traffic is included in the Plan.

2.18 In the event that You apply for Service with an effective date which is not the first of a month, the charges for the first month will be prorated accordingly.

### 3. IF YOU ARE A BES CUSTOMER

3.1 You are responsible for:

3.1.1 procuring and commissioning the Server in accordance with the Server Specifications;

3.1.2 installing the BES Software;

3.1.3 installing the Attachment Opener Service Software;

3.1.4 provision of suitably qualified IT personnel who have a full working knowledge of the Customer’s corporate email system and firewalls;

3.1.5 configuration of the BES Software for each BlackBerry Handheld device;

3.1.6 ensuring that any staff who will provide First Line Support have received the training, which We will provide;

3.1.7 provision of First Line Support for BlackBerry Handheld device users; and

3.1.8 provision of any necessary training for BlackBerry Handheld device users.

- 3.2 The BES Software is loaded onto the Server and is intended to support a maximum of 500 BlackBerry Handheld device users. However in certain circumstances, dependent upon Your IT infrastructure, You may require multiple Servers each with BES Software and fewer than 500 BlackBerry Handheld device users attached to an individual Server. You agree to introduce additional Servers to ensure that the number of BlackBerry Handheld device users attached to an individual Server does not exceed 500. We shall have no liability whatsoever in respect of Your inability to properly communicate with any BlackBerry Handheld device resulting from You exceeding 500 BlackBerry Handheld device users on a single Server.
- 3.3 You agree to enter into any agreement reasonably required by the owner of the copyright in, or the licensor of, any End-User Licensed Software and/or associated documentation, to protect the owner's interest in that End-User Licensed Software.
- 3.4 You may give a Disconnection Notice in respect of a SIM Card at any time. Upon receipt of a Disconnection Notice, We will disconnect the relevant SIM Card or SIM Cards from the Services in accordance with the Disconnection Notice upon the expiry of thirty (30) days from the date of the Disconnection Notice.
- 3.5 In the event that You give a Disconnection Notice to take effect (and resulting in SIM Card disconnections) prior to the expiry of the minimum contract period for the particular SIM Card concerned, You will pay Us any applicable Termination Fee.
- 3.6 You agree to deactivate any lost, stolen or replaced BlackBerry Handheld devices from the Server.
- 3.7 You will take all reasonable steps to ensure that all of Your BlackBerry Handheld device users invoke password protection on their BlackBerry Handheld devices. We shall not be liable for any losses whatsoever or howsoever occurring as a result of a BlackBerry Handheld device user failing to invoke adequate password protection. You should note, and inform Your users, that text messages as well as emails are retained on a BlackBerry Handheld device even when it is turned off or the SIM Card is removed from it.
- 3.8 You agree that You are procuring the SIM Cards and BlackBerry Handheld devices and the Service solely for Your own use and furthermore that You will not resell or otherwise act as any form of distributor in respect of the SIM Cards, the BlackBerry Handheld devices, the BES Software or the Service.
- 3.9 You must obtain one of the BES Software Licences, and one or more of the appropriate client access licences in order to obtain the Service. You may, as an option, subscribe to one of the BlackBerry software upgrade programs.
- 4. IF YOU ARE A BIS CUSTOMER**
- 4.1 You do not require a BlackBerry Enterprise Server or need to purchase client access licences (CAL). All You need is a postpaid mobile plan and a BlackBerry Handheld.
- 4.2 With BIS, You will have one email address on the BlackBerry Handheld (e.g. user@cw.blackberry.net) and can also add up to 10 personal email accounts on the Handheld. Personal email accounts must have POP3 or IMAP email service delivery.
- 4.3 You will have a mailbox size of 25MB memory on the BlackBerry Handheld.
- 4.4 The system will automatically manage the default BlackBerry mailbox (e.g. user@cw.blackberry.net) and delete messages on the BlackBerry Handheld after 30 days. Emails from the user's personal email accounts will remain on the customer's personal mailbox. Messages older than 30 days will be reply/forwarded complete with original message and attachments. Messages older than 30 days will be reply/forwarded with the message content resident on the Handheld.
- 4.5 You are responsible for creating Your own BlackBerry Handheld email account by accessing a specific URL using a web browser. Setup instructions are contained in the Handheld device box and are also available on the website. You are also responsible for setting up Your additional personal email accounts, and for making any changes to Your account. You may contact Our Internet Helpdesk to request assistance with setting up Your BIS email accounts on the BlackBerry Handheld.
- 5. ADDITIONAL TERMS IF YOU ARE A BLACKBERRY DATA ROAMING PLAN CUSTOMER**

- 5.1 The data roaming service is only available to customers on unlimited local data usage plans. Customers that are on limited-use types of plans, such as BlackBerry Lite, are therefore not eligible to apply for the data roaming service, unless they upgrade to a local unlimited data usage plan.

- 5.2 We will provide You with data roaming service, which will include roaming for email and browsing using the BlackBerry APN (used for emails, messaging and browsing the web), for the price set out on the Service Application Form, subject to the terms and conditions herein.
- 5.3 To be eligible to subscribe to the data roaming service plan (the "Plan"), You must subscribe to a BlackBerry service that provides unlimited local data usage. You agree to subscribe to the Plan for the term set out on the Service Application Form. Each term will automatically renew unless You terminate the Service by giving Us thirty (30) days prior notice in writing.
- 5.4 You agree to pay a Change Administration Fee, as set out on the Service Application Form, during any current term, should You (1) terminate Your data roaming service plan, or (2) re-apply for the data roaming service plan having earlier terminated it or switched price plans. This fee does not apply on first-time initial sign-up.
- 5.5 You acknowledge and agree that the data roaming service is subject to a fair usage policy in relation to data usage. Data usage refers to data used through the BlackBerry APN which is used for emails, messaging and browsing the web. You acknowledge and agree that "fair usage" as used in this paragraph shall mean 100MB or less per month per user for data usage. We reserve the right to monitor the volume of Your data usage, and to apply such charges as are applicable outside of this Data roaming service plan for such excess in usage, and/or to withdraw the data roaming service plan if You grossly overuse or abuse the Plan as determined by Us in Our sole discretion.

## **6. YOUR OBLIGATIONS**

- 6.1 Throughout the term of this Agreement You shall:
- 6.1.1 comply with all statutory requirements in relation to the use of the Service;
- 6.1.2 use the BlackBerry Handheld in accordance with any user guide or other reasonable instructions of the manufacturers and/or suppliers of the same or any reasonable instructions issued by Us to You;
- 6.1.3 ensure that You take due regard of any written technical advice provided by Us in respect of transmission of emails to/ via the Internet;
- 6.1.4 comply with the terms of the Acceptable Use Policy (as amended from time to time) which is posted on Our website at [www.lime.com](http://www.lime.com), which is incorporated herein by reference and by which You agree to be bound;
- 6.1.5 ensure that the BlackBerry Handheld is used exclusively on Our network in the Country (except when roaming);
- 6.1.6 not export or arrange or assist any other person or persons to export a BlackBerry Handheld or unlock the BlackBerry Handheld; and
- 6.1.7 comply with any and all terms and conditions issued by Research in Motion Limited governing use of its BlackBerry Handheld devices.

## **7. SECURITY**

- 7.1 Your BlackBerry Handheld and SIM Card are supplied with a password and PIN code access number. You are advised to keep this information secure to avoid unauthorised access to the Service. You are responsible for the security and proper use of the Service. We do not guarantee security.
- 7.2 You must take all reasonable steps to invoke password protection on Your BlackBerry Handheld. We shall not be liable for any losses whatsoever or howsoever occurring as a result of Your failure to invoke adequate password protection. You understand and agree that text messages as well as emails are retained on a BlackBerry Handheld device even when it has been turned off or the SIM Card has been removed from a BlackBerry Handheld device.
- 7.3 We will use all reasonable efforts to ensure the security of Your communications. You are however advised that for reasons beyond Our control, there is a risk that Your communications may be unlawfully intercepted or accessed by someone other than the intended recipient. Although Your communications over the air when interfacing with Our systems are secure and encrypted, We have no control over the security of third party networks. Please note that the Internet is not a secure environment; unwanted programs or material may be downloaded without Your knowledge. These programs may perform actions that You have not authorized, and possibly without

Your knowledge. You are responsible for protecting Your equipment and data against these types of programs, which come mainly in the form of viruses, Trojans, worms and spyware.

- 7.4 If You use Your BlackBerry Handheld to access company email or information, it is Your responsibility to ensure Your use complies with Your company's internal IT and security procedures.

## **8. LIABILITY**

- 8.1 We are not responsible for the content of any material made available and/or accessible by use of the Service.
- 8.2 We are not liable in any way for any activities You perform, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any Domain Name) or other proprietary rights, or infringe obscenity laws, or constitute threats, or are in any way defamatory or are illegal in any other way.
- 8.3 You agree to indemnify Us and hold Us blameless in relation to any claim brought by any third party located in any jurisdiction alleging that any use of the BlackBerry Internet Service by You constitutes an unlawful act or in the event that You use the BlackBerry Internet Service in any way that breaches these terms and conditions or Our Mobile Terms and Conditions. You agree to provide Us with all reasonable assistance in defending such claims at Your sole expense. You further agree to pay all costs, damages, awards and professional fees of any kind incurred in relation to any claims made against Us relating to Your use of the Service.
- 8.4 We do not undertake to provide any other services other than the Mobile Data network used to provide the Service to You.
- 8.5 We are not responsible for maintaining any site or address on the Internet other than Our own site and address and We do not warrant or represent the continued availability of any other site or address. You acknowledge that by You entering into any contract or other obligation with any third party through the Service We will neither become a party to such arrangements nor assume any liability thereunder.
- 8.6 You warrant that You are procuring the BlackBerry Handheld, the Service, and the SIM Card solely for Your own use and furthermore that You will not resell or otherwise act as any form of distributor in respect of the BlackBerry Handheld(s), the Service and/or the SIM Cards.

## **9. CHANGES TO THE TERMS AND CONDITIONS**

- 9.1 These terms and conditions may be changed from time-to-time. We will post the most current version of these terms and conditions at [www.lime.com](http://www.lime.com) or other appropriate location. Please check these regularly to inform Yourself about changes to the terms and conditions.

## **10. GENERAL**

- 10.1 You should refer to the Service Specific Terms and Conditions for Mobile Services and the General Terms and Conditions for the additional terms and conditions governing the use of the Service.