



BlackBerry[®] Internet Service (with or without Satellite Navigation)(where standard business tariffs apply)

- a) Conditions for BT Mobile Services apply in addition to these Terms and Conditions for BlackBerry Internet Service (with or without Satellite Navigation).
- b) The Minimum Period of this Agreement is 12, 18 or 24 months. Each connection is subject to a 12, 18 or 24 month Minimum Term. The Minimum Term must be the same as the Minimum Period.
- c) Additional definitions used in these terms:

“Device” for BlackBerry Internet Service means any RIM BlackBerry handset or related accessory provided by us under this Agreement; and for BlackBerry Internet Service with Satellite Navigation means any BlackBerry handset or related accessory provided by us under this Agreement.

“Equipment” for BlackBerry Internet Service with Satellite Navigation means the hardware and software associated with the satellite navigation service provided by us under this Agreement.

- d) The Service:
 - i) uses certain wireless technology to enable you to send and receive data including email, Instant Messaging, SMS text messages and MMS by means of your Device. It is provided over a GPRS connection and operates with POP3 and IMAP4 enabled mailboxes. You can also browse the Internet using the RIM BlackBerry web browser (for BlackBerry Internet Service) or the BlackBerry web browser (for BlackBerry Internet Service with Satellite Navigation) and Internet access;
 - ii) comprises a GPRS connection, SIM Card and RIM BlackBerry Device (for BlackBerry Internet Service) and BlackBerry Device (for BlackBerry Internet Service with Satellite Navigation); and

In addition to the above, BlackBerry Internet Service with Satellite Navigation provides satellite navigation service by means of client software and a web portal.

- e) Subject to the capability of your equipment or Device, Voice service may also be available with the Service. There is no separate voice Device provided.
- f) You are responsible:
 - (i) for ensuring that you have a suitable POP3 or IMAP4 enabled mailbox for the Device to access;
 - (ii) for ensuring that password protection is used with every connection to the Service. We will not be liable for any losses due to not invoking password protection. You acknowledge that text messages and emails are retained on your Device even when it is turned off or the SIM Card removed. A SIM Card provided with a Device is linked to that Device and must not be transferred to any other BlackBerry device;
 - (iii) for ensuring that you have a suitable Instant Messaging (IM) account for the use of IM on your Device;
 - (iv) for checking with your Internet Service Provider (ISP) whether the Device may be used with that ISP's services and whether any limitations or restrictions apply.
- g) You agree:
 - (i) to use the Device only for the purposes of sending, receiving, storing and processing data and voice services;
 - (ii) not to use the Device for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;

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- (iii) not to re-export the Device if it is known or suspected that it is intended or likely to be used for the purpose set out in paragraph ii) above;
 - (iv) not to use the Device in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and
 - (v) to sign a formal "End-User Undertaking" in a format specified by the United Kingdom Department of Trade and Industry if required by law or regulation.
- h) Where software is provided to enable you to use the BlackBerry Internet Service with Satellite Navigation, we grant you a non-exclusive, non-transferable licence to use the software for that purpose. You agree;
- (i) not to without our prior written consent, copy, decompile or modify the software, nor copy the manuals or documentation (except as permitted by law);
 - (ii) to sign any agreement reasonably required by the owner of the copyright in the software to protect the owner of the copyright in the software to protect the owner's interest in that software;
 - (iii) that by installing or using the satellite navigation software you agree to the owner's software licence terms; and
 - (iv) all data stored in the web portal of your satellite navigation is stored at your own risk and that such data may be removed if we/the manufacturer determine that the data is unlawful, immoral or derogatory.
- i) For Devices/Equipment (excluding software) supplied under this Agreement:
- (i) risk passes and acceptance takes place at the time of delivery;
 - (ii) title in Devices passes to you on payment;
 - (iii) until title passes you agree not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way;
 - (iv) we do not guarantee the continuing availability of a particular Device. We reserve the right to add to, substitute or to discontinue Devices.
 - (v) a 12-month manufacturer's guarantee or such other period as provided by the manufacturer is included from the date of delivery to you. If you report a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or our negligence, we will repair or (at our option) replace the Device/Equipment provided it has been properly kept, maintained and used in accordance with the manufacturer's and our instructions and has not been modified except with our written agreement. Faults due to damage, fair wear and tear or the actions of anyone other than by us are not covered by this guarantee. You agree not to tamper with the Devices/Equipment so as to invalidate the guarantee and to pay us standard charges for repairs outside the guarantee.
- j) If you terminate the Agreement during the Minimum Period you must pay early termination charges calculated as follows: the remaining monthly subscription charges up to the end of the Minimum Period at the time of termination plus the remaining monthly subscription charges for additional Devices up to the end of the Minimum Term for each additional Device. If you terminate after the Minimum Period the notice shall become effective at the end of the month after expiry of the 30 day notice period required by paragraph 16.2 of the Conditions for BT Mobile Services and you must pay any remaining monthly subscription charges for additional Devices up to the end of the Minimum Term for each additional Device.