



FLOW BLACKBERRY SERVICE TERMS AND CONDITIONS

These are the Terms and Conditions for Our provision of Blackberry Service to You. Your use of the Blackberry Service constitutes your agreement to be bound hereby.

Expressions Used in this Agreement

1.1. Expressions used herein have the same meaning as in our General Terms and Conditions for Mobile Service unless otherwise specifically defined below.

1.2. In this Agreement: -

“**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 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@cwjm.blackberry.net.

“**BlackBerry Handheld**” means the wireless handheld messaging device, incorporating a SIM card, to which your Server forwards emails from your corporate email server if you are a BES Customer and from which the user can respond to, or initiate emails, via the Internet and the BlackBerry Service, and by means of which the user can also send and receive SMS text messages.

“Blackberry Service” means our mobile service which you may access only using a Blackberry Handheld.

“**Disconnection Notice**” means a notice to disconnect one or more SIM Cards.

“**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, (a) if you are a BES Customer, your IT Helpdesk which shall be your employees’ first point of contact in the event that they have a query or problem with a BlackBerry Handheld device or the BlackBerry Service; (b) if you are a BIS Customer, our 1-888-225-5295 number or such other number as may be prescribed.

“**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.

“**IMAP**” means Internet Message Access Protocol – it is 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 etc.

“**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 BlackBerry Service.

“**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 any contract period that may be associated with your subscription to BlackBerry Service.

2. General Terms and Conditions

2.1. BlackBerry Service is subject to our General Terms and Conditions for Mobile Service, our Mobile Data Terms and Conditions and our Acceptable Use Policy, which are hereby incorporated by reference and by which you agree to be bound. Copies of the Terms and Conditions and the Acceptable Use Policy are available at www.discoverflow.co/jamaica or upon request.

2.2. You must use BlackBerry Service with the BlackBerry Handheld. SIM Cards are provided for use with BlackBerry Service. A postpaid contract for a fixed period may be required to subscribe to special BlackBerry offers .

2.3. Provision of service is subject to the BlackBerry End User / Software Licence Agreement which is provided to you with the BlackBerry Handheld.

2.4. We will provide you with Mobile Data usage at the amounts and for the prices published by us from time to time.

2.5. If you are a user of prepaid BlackBerry service you are required to maintain a positive balance to pay for monthly service fees, and are subject to termination if your balance remains in a negative state for a period prescribed by us. flexible. If you are terminated from prepaid BlackBerry service you will be required to re-apply for service, and will be subject to the standard service setup fee for each service application.

2.6. If You subscribe to a postpaid mobile plan using the BlackBerry Handheld as a mobile handset, Voice Calls and SMS Text Messages made with the BlackBerry Handheld will be subject to the rates, terms and conditions of that plan. Charges for the applicable plan will be in addition to the charges for BlackBerry Service.

2.7. You acknowledge that the provision of 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.

3. If You Are A BES Customer

3.1. You are responsible for:

- a. procuring and commissioning the Server in accordance with the Server Specifications;
- b. installing the BES Software;
- c. installing the Attachment Opener Service Software;
- d. provision of suitably qualified IT personnel who have a full working knowledge of the Customer's corporate email system and firewalls;
- e. configuration of the BES Software for each BlackBerry Handheld device;
- f. ensuring that any of your staff who will provide First Line Support have received the training which we will provide;
- g. provision of First Line Support for BlackBerry Handheld device users; and
- h. provision of any necessary training for BlackBerry Handheld device users.

3.2. You must obtain one of the BES Software Licences, and one of more of the appropriate Client Access Licences in order to obtain BlackBerry Service. You may, as an option, subscribe to one of the BlackBerry Software Upgrade Programs

3.3. 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.

3.4. 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 and/or associated documentation.

3.5. 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 BlackBerry Service in accordance with the Disconnection Notice upon the expiry of thirty (30) days from the date of the Disconnection Notice.

3.6. 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.

3.7. You agree to deactivate any lost or stolen BlackBerry Handheld devices from the Server.

3.8. 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 including but not limited to losses 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.

3.9 You agree that you are procuring the SIM Cards and BlackBerry Handheld devices, the BES Software and BlackBerry 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 BlackBerry Service.

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@cwky.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 Handheld or such other amount of memory as we may prescribe.

4.4. The system will automatically manage the default BlackBerry mailbox (user@cwky.blackberry.net) and delete messages on the Handheld after 30 days. Emails from the user's personal email accounts will remain on the customer's personal mailbox.

4.5. 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.

4.6. If you attempt to forward a message from your default BlackBerry mailbox that is older than 30 days, you will be successful (after the second attempt), but only the message content resident on the handheld can be delivered. An attempt to do a "more all" request or to open an attachment older than 30 days will be unsuccessful.

4.7. 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 Blackberry 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 Handheld.

5. If You Are A Data Roaming Plan Customer

5.1. We will provide you with Data Roaming Service, which will include roaming for email and browsing using the BlackBerry APN. Our published Data Roaming rates would apply.

5.2. To be eligible to subscribe to the Data Roaming Plan, you must subscribe to a BlackBerry Service that provides unlimited local data usage.

5.3. Use of your BlackBerry Handheld as a modem, or with third party applications, is not included in the Plan.

5.4. You acknowledge and agree that Data Roaming on BlackBerry is subject to a fair usage policy in relation to data usage. Data Roaming usage refers to data used through the BlackBerry APN which is used for emails and browsing the web while you are 'offnet' or outside the geographic area in which FLOW Blackberry Service is available. You acknowledge and agree that "fair usage" as used in this paragraph shall mean 100MB or less per month per user for Data Roaming 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 Plan for such excess in usage, and/or to withdraw the Data Roaming Plan if you grossly overuse or abuse the Plan as determined by us in our sole discretion.