

Terms and Conditions of Use For BlackBerry Community Forum

Important: These Terms and Conditions of Use (“Terms and Condition of Use”) govern your use of the BlackBerry Community Forum located at <http://supportforums.blackberry.com> and all its subdomains (the “Site”). These Terms and Conditions of Use are not exhaustive and RIM reserves the right to modify them as described hereunder. Please read the following terms carefully before you register and start accessing the Site.

Terms and Conditions

1. Acceptance of Terms

These Terms and Conditions of Use form a legal agreement between you and Research In Motion Limited on its behalf and on behalf of its subsidiaries and affiliates (“RIM”). By registering, accessing, browsing and/or using the Site, you acknowledge that you have read, understood and agreed to abide by and comply with all terms, conditions and notices contained in or referenced by these Terms and Conditions of Use.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, PLEASE DO NOT REGISTER OR USE THE SITE.

RIM reserves the right, in its discretion, to update or revise these Terms and Conditions of Use and to post such updated or revised Terms and Conditions of Use on the Site through the hyperlink labeled <http://supportforums.blackberry.com/rim/html/termsfuse.pdf>. The effective date of each update or revision will be noted in the updated or revised Terms and Conditions of Use.

Please check the Terms and Conditions of Use each time you use the Site for updates or revisions to the Terms and Conditions of Use. Your continued use of the Site following the posting of any updates or revisions to the Terms and Conditions of Use constitutes acceptance of those updates or revisions.

2. Privacy

In the event that you submit personal information to RIM through the Site, you consent to the collection, processing, transmission, use, communication and disclosure of such information by RIM for the purposes of RIM internal use and specifically the purposes set out on the web page requesting such information or in RIM's Privacy Policy. [View the RIM Privacy Policy](#).

3. Third Party Products and Services and Links

This site may contain links to third party Web sites (“Linked Sites”), and may contain references to third party sources of information, hardware, software, products or services, including components and content such as content protected by copyright or Linked Sites

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Prior to subscribing for, installing or using any Third Party Products and Services it is your responsibility to ensure that your airtime service provider has agreed to support all of the features of the Third Party Products and Services. Installation or use of Third Party Products and Services with RIM’s products and services may require one or more patent, trademark, copyright or other licenses in order to avoid infringement or violation of third party rights. You are solely responsible for determining whether to use Third Party Products and Services and if any third party licenses are required to do so. If required you are responsible for acquiring them. You should not install or use Third Party Products and Services until all necessary licenses have been acquired. Any Third Party Products and Services that are provided with RIM’s products and services are provided as a convenience to you and are provided “AS IS” with no express or implied conditions, endorsements, guarantees, representations or warranties of any kind by RIM and RIM assumes no liability whatsoever, in relation thereto.

Any dealings with third parties conducted through the Site or Linked Sites, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. RIM shall not be responsible or liable for any part of any such dealings.

4. Your Use Obligations

In consideration of your use of any services provided on the Site, you agree to: (a) provide true, accurate, current and complete information about yourself where prompted by the Site (such information being the “Personal Data”) and (b) maintain and promptly update the Personal Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RIM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RIM has the right to suspend or terminate any services provided to you by RIM and refuse any and all current or future use of RIM services (or any portion thereof).

You are responsible for all activities undertaken by you using any service provided by RIM, including, without limitation, access to materials on the Internet (whether at a password protected site or not) and use of e-mail. All such activities are at your own risk. You shall not use, nor permit others to use, the Site or any other RIM services provided through the Site in a manner or for a purpose contrary to these Terms and Conditions of Use. In the event that you access other networks or computing resources, you agree to abide by their respective usage policies. You are responsible for all activities that occur under your password or account, and will keep your password(s) confidential. You will immediately notify RIM of any unauthorized use of your password or account or any other breach of security. You will not disrupt the functioning of the Site, solicit another user's password, or otherwise act in a way that interferes with other users' use of the Site. Nor may you post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information.

Services provided by RIM are not intended for use by minors. For purposes of these Terms and Conditions of Use, a "minor" is someone who has not reached the age of majority in the applicable jurisdiction from which the Site is being accessed. In the event that you, as a legal guardian, wish to allow a minor to use the Site and/or any RIM services, you acknowledge that that minor will have permission to access this entire site and any RIM services, including without limitation the Communication Services (as defined below). You further acknowledge that, as the legal guardian of a minor, it is your responsibility to determine whether use of the RIM services and/or content transmitted or communicated through the RIM services is appropriate for the minor. You agree on behalf of the minor that the minor will abide by and comply with all terms, conditions and notices contained in or referenced by these Terms and Conditions of Use. In the event that the minor submits personal information to RIM through the Site, you consent on behalf of the minor to the collection, processing, transmission, use, communication and disclosure of such information by RIM for the purposes of RIM internal use and specifically the purposes set out on the web page requesting such information or in RIM's Privacy Policy. [View the RIM Privacy Policy.](#)

5. Prohibited Uses

You may not use the Site and/or RIM services in any manner which could damage, disable, overburden or impair the Site and/or any RIM services (or the network(s) connected to such site or services) or interfere with any other party's use and enjoyment of the Site and/or RIM services. You may not attempt to gain unauthorized access to the Site and/or any RIM service, other accounts, computer systems or networks connected to the Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you through the Site.

This site may contain message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of

example, and not as a limitation, you agree that when using a Communication Service, you will not:

- use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- upload, post, transmit, communicate or otherwise make available links to other websites;
- defame, abuse, harass, stalk, threaten, harm or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- upload, post, transmit, communicate or otherwise make available any material that you do not have a right to make available, including under any law or under contract or in violation of any duty (such as software protected by intellectual property laws, inside information, password information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, transmit, communicate or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including without limitation, Trojan horses, worms, time bombs, cancelbots or corrupted files;
- post, publish, modify, transmit, communicate, reproduce, or distribute in any way, information, software or other materials or tools designed for compromising the security of the Communication Services, our network or telecommunication services;
- advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of material in order to disguise the origin of such material;
- restrict or inhibit any other user from using and enjoying the Communication Services, or create an unusually large burden on the Communication Services, such as by generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- harvest or otherwise collect information about others, including e-mail addresses, without prior written authorization from such owners of such information;
- resell any of the Communication Services or use the Communication Services other than for your own personal purposes. Without limiting the foregoing, you

- agree that you will not use the Communication Services to provide Internet access or any other feature of the Communication Services to any third party;
- violate any applicable laws or regulations; or
 - impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, or create a false identity to mislead others.

RIM has no obligation to monitor the Communication Services. However, RIM reserves the right to review materials posted to or sent through a Communication Service and to remove any materials in its sole discretion. RIM further reserves the right to terminate your access to any or all of the Communication Services and the Site at any time, without notice, for any reason whatsoever.

RIM reserves the right at all times to disclose any information as RIM deems necessary to satisfy any domestic or foreign applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in RIM's sole discretion.

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Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, dissemination or other requirements. You are responsible for adhering to such limitations if you download the materials.

6. Personal and Non-Commercial Use

Unless otherwise specified, the services provided on the Site are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, communicate, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or services obtained from the Site.

7. Forum Moderators

Forum moderators may be used by RIM to facilitate communication and provide assistance to you in using the Site. The moderators will have the same rights as RIM under these Terms and Conditions of Use, including without limitation, the right to: (a) enforce these Terms and Conditions; (b) monitor your use of the Site; (c) terminate your use of the Site; (d) make authorizations or exercise discretion relating to the Site; or (e) collect, process, transmit, use, communicate, disclose, edit, refuse to post or remove any information or materials you submit to the Site. By registering, accessing, browsing and/or using the Site, you acknowledge and consent to the rights of moderators described in this Section 7.

8. International Use

As the Site may be accessed globally, if you choose to access the Site from locations other than the United States, Canada or the United Kingdom, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission or communication of technical data exported from or imported to Canada or the country in which you reside. Notwithstanding the foregoing, RIM makes no representation that materials on the Site are appropriate or available for use in any locations, including locations outside the United States, Canada or the United Kingdom, as applicable, and accessing them from territories where their contents are illegal is prohibited.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, RIM SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE TO YOU INCLUDING ANY LIABILITY FOR NEGLIGENCE OR STRICT LIABILITY. WITHOUT LIMITING ANYTHING IN THIS SECTION 9, YOU SPECIFICALLY AGREE THAT RIM SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THIS SITE. YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT RIM IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING THE COMMUNICATION SERVICES AND/OR INCLUDED IN THIS SITE BY ANY THIRD PARTY.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS HEREIN SHALL APPLY: (A) IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY YOU INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN; AND (B) TO RIM AND ITS AFFILIATED COMPANIES, THEIR SUCCESSORS, ASSIGNS, AGENTS, SUPPLIERS (INCLUDING AIRTIME SERVICE PROVIDERS), AUTHORIZED RIM DISTRIBUTORS (ALSO INCLUDING AIRTIME SERVICE PROVIDERS) AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND INDEPENDENT CONTRACTORS.

IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS SET OUT ABOVE, IN NO EVENT SHALL ANY DIRECTOR, EMPLOYEE, AGENT, DISTRIBUTOR, SUPPLIER, INDEPENDENT CONTRACTOR OF RIM OR ANY AFFILIATES OF RIM HAVE ANY LIABILITY ARISING FROM OR RELATED TO THE DOCUMENTATION.

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Upon reasonable request by RIM, you agree to defend, indemnify and hold harmless RIM and its employees, contractors, officers and directors from all liabilities, claims and expenses, including attorney's fees, that arise from or relate to your use or misuse of the Site, including without limitation content sent or posted by you through the Communication Services, your connection to the Site and/or RIM services, your non-compliance with these Terms and Conditions of Use, or your violation of any third-party rights. RIM reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with RIM in asserting any available defenses.

11. Intellectual Property Rights

By posting, uploading, inputting, providing or submitting any information, data, text, message, work, software, music, sound, photo, image, graphic, trademark, tradename, logo, video, attachment, hyperlink or other content or material (collectively "End User Content") to the Site, you consent to RIM's collection of such End User Content, and you grant RIM, its affiliated companies and their sub-licensees permission to use such End User Content in connection with the operation of the Site and its business, including, without limitation, the worldwide, transferable, perpetual, irrevocable, royalty-free rights to: (a) copy, distribute, transmit, communicate, publicly display, publicly perform, reproduce, edit, translate and reformat such End User Content for use in any tangible form including on the Site or on any new or modified selection, coordination or arrangement of such End User Content with other materials including without limitation End User Content; and (b) publish your name and any contact information you approve of in connection with your End User Content. You warrant and represent that you own or otherwise control all of the rights to any End User Content submitted by you to RIM through the Site or otherwise, including, without limitation, all the rights necessary for you to: (i) provide, post, upload, input or submit such End User Content; and (ii) give RIM the aforesaid use rights. No compensation will be paid with respect to the use of your End User Content. RIM is under no obligation to post or use any End User Content you may provide and RIM may remove any such End User Content at any time in its sole discretion. For greater certainty, RIM does not claim ownership to any End User Content, unless otherwise expressly provided herein.

You agree that any suggestions, ideas, concepts, including without limitation suggestions, ideas and concepts for the improvement or modification of RIM products and services ("Ideas"), submitted by you or anyone acting on your behalf, including your employees, are the property of RIM without any further consideration to you, whether or not such Ideas are incorporated into RIM products and services. None of the Ideas shall be subject to any obligation of confidentiality on the part of RIM and RIM shall not be liable or owe any compensation for any use or disclosure of the Ideas. Accordingly, we request that you be

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You acknowledge that: (a) RIM does not guarantee the accuracy, copyright compliance, legality, integrity, quality, or decency of any End User Content; and (b) posting your name, contact information, and any personal information in any Communication Services places that information into a public forum.

You acknowledge that the Site may contain information, data, text, messages, works, software, music, sounds, photos, images, graphics, trademarks, tradenames, logos, videos, attachments, hyperlinks and other contents, materials and services (collectively "RIM Content"), which is generally provided by RIM or by licensors of RIM. You agree and acknowledge that, notwithstanding that RIM permits access to the RIM Content, the RIM Content is protected by copyrights, trademarks, patents and other proprietary (including intellectual property) rights (collectively "Intellectual Property Rights"), that these Intellectual Property Rights are valid and protected in all media now existing or later developed, and that except as specifically provided in these Terms and Conditions of Use, your use of the RIM Content shall be governed and constrained by applicable domestic and foreign laws governing Intellectual Property Rights. RIM hereby grants to you a limited, non-exclusive, revocable, non-transferable license to use the RIM Content solely for your personal use relating to your use of the Communication Services. Except as expressly set out herein, neither you nor anyone acting on your behalf, including your employees, acquires any Intellectual Property Rights relating to any RIM Content or End User Content, including without limitation the right to modify, publish, transmit, communicate, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into another Web site, or in any other way exploit any of the RIM Content or End User Content, in whole or in part. Any grants not expressly granted herein are reserved.

You acknowledge that any user of the discussion board who works for RIM is deemed to be doing so solely for identification purposes and that you agree that any End User Content provided by such user shall not be deemed to be RIM Content, or to be representative of the views or opinions of RIM.

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12. Modifications to Services Provided

RIM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any services provided through the Site (or any part thereof), including without limitation the Communication Services, with or without notice, or in accordance with the terms of your separate written agreement with RIM. You agree that RIM shall not be liable to you or to any third party for any modification, suspension or discontinuance of such services.

13. Violation of Terms and Conditions of Use and Termination

RIM may, in its sole discretion, advise you of any breach by you of these Terms and Conditions of Use or any inappropriate behaviour on your part and any necessary corrective action to such breach or behaviour. However, if this site or any RIM services are used in a way in which RIM, in its sole discretion, deems to violate these Terms and Conditions of Use, RIM may take any responsible actions it deems appropriate. Such action may include, but is not limited to, temporary or permanent removal of content, filtering of Internet transmissions, suspension and/or termination of user account, and/or the immediate suspension or termination of any or all portions of the Communication Services. RIM shall not be liable in any way for any such responsive actions. The above-described actions are not RIM's exclusive remedies and RIM may take any other legal, equitable or technical action it deems appropriate.

RIM reserves the right to investigate suspected violations of these Terms and Conditions of Use. You hereby authorize RIM to cooperate with: (a) law enforcement authorities in the investigation of suspected criminal violations or other violations of law; (b) system administrators at Internet service providers, networks or computing facilities in order to enforce these Terms and Conditions of Use; and (c) rights holders, or persons we believe may be rights holders, in order to enforce these Terms and Conditions of Use. Such cooperation may include RIM providing your username, IP address or other identifying information and other information related to the above matters. Upon termination of any account you may have with RIM, you authorize RIM to delete any files, programs, data and messages associated with such account.

Notwithstanding the foregoing, RIM reserves the right, in its sole discretion, to terminate your access to the Site and RIM services or any portion thereof, for any reason without notice.

14. Notice

All demands, notices, communications and reports required to be sent by you under these Terms and Conditions of Use, including any notice of infringement of your copyright, shall be in writing and shall be either sent by facsimile transmission with confirmation to the number specified below or personally delivered or sent by reputable overnight courier services (delivery charges prepaid) to RIM at the address specified below:

Research In Motion Limited
295 Phillip Street
Waterloo, Ontario
N2L 3W8
Canada
Telephone No.: 519-888-7465
Fax No.: 519-888-1975
Attention: Lead Corporate Counsel

All demands, notices and communications required to be sent by RIM under these Terms and Conditions of Use shall be in writing and shall be either sent by facsimile transmission with confirmation to your last known number, by e-mail to your last known e-mail address, or personally delivered or sent by reputable overnight courier services (delivery charges prepaid) to your last known physical address. Any such demand, notice or communication sent to you by RIM will be deemed effective when it has been sent.

15. Survival

The following provisions of these Terms and Conditions of Use shall survive the cancellation, termination or expiry of these Terms and Conditions of Use: Sections 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17 and this Section 15.

16. General Provisions

RIM's affiliates and the directors, officers and employees of RIM and its affiliates are intended third party beneficiaries for the purpose of Section 9 of these Terms and Conditions of Use. Except as otherwise specifically stated in such provisions, these Terms and Conditions of Use are for the benefit of you and RIM and not for any other person or entity.

No party is to be deemed to have waived or forfeited any right under these Terms and Conditions of Use, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorized signatory of the party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of these Terms and Conditions of Use in one instance shall not constitute a waiver as to any other instance.

If you reside in Canada, these Terms and Conditions of Use are to be governed by and construed under the laws of the Province of Ontario. Otherwise, these Terms and Conditions of Use are to be governed by and construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to these Terms and Conditions of Use. Any disagreement or dispute arising out of or relating to these Terms and Conditions of Use, or the breach thereof, which the parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the parties. The parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, except to the extent specifically prohibited by applicable law in your jurisdiction, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Ontario, Canada in accordance with the Commercial Rules of the American Arbitration Association (“Rules”) and shall be 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. If the provisions of the foregoing are prohibited by law in your jurisdiction, the arbitration shall be: (a) held in your jurisdiction; (b) settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”); and (c) heard by one arbitrator appointed in accordance with the ICC 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. Each party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the parties, or involving any person but you, may be joined or combined together, without the prior written consent of RIM. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, RIM has the right to institute legal or equitable proceedings, including proceedings seeking injunctive relief, in a court of law for claims or disputes regarding your violation or threatened violation of Section 10 or 11 of these Terms and Conditions of Use. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law and irrevocably consent and attorn to the jurisdiction of the courts located in the Province of Ontario or the State of New York, as the case may be, for any such claims arising from or related to these Terms and Conditions of Use. The parties specifically agree that, in the event that there is a dispute under these Terms and Conditions of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial. The parties hereby waive all rights to a trial by jury in any matter related to or arising from these Terms and Conditions of Use.

To the extent any provision or portion thereof of these Terms and Conditions of Use is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (a) the legality, validity or enforceability of the remaining provisions of these Terms and Conditions of Use; or (b) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only

thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

The governing language of these Terms and Conditions of Use shall be English. If these Terms and Conditions of Use are 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 translated version thereof. Unless, and only to the extent, prohibited by law in your jurisdiction, any and all disagreements, disputes, mediation, arbitration or litigation relating to these Terms and Conditions of Use shall be conducted in the English language, including, without limitation, any correspondence, discovery, submissions, filings, pleadings, oral pleadings and arguments, and orders or judgments.

These Terms and Conditions of Use constitute the entire agreement of the parties with respect to the subject matter hereof and there are no provisions, understandings, communications, representations, warranties, undertakings, collateral agreements or agreements between the parties relating to the Site other than as set out in these Terms and Conditions of Use. These Terms and Conditions of Use supersede any prior or contemporaneous provisions, understandings, communications, representations, warranties, undertakings, collateral agreements and agreements between the parties, whether oral or written, with respect to the subject matter hereof, and you acknowledge that you have not relied on any of the foregoing in agreeing to enter into these Terms and Conditions of Use.

You will, at your expense, obtain and maintain all licenses, registrations and approvals required by the government authorities or applicable law in your jurisdiction for the execution and performance of these Terms and Conditions of Use or any related license agreements.

17. Changes to Site Information

While every effort has been made to ensure technical accuracy, information on the Site is subject to change without notice, and does not represent a commitment on the part of RIM.

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