

## Product and safety info

## For your safety

Read these simple guidelines. Not following them may be dangerous or against local laws and regulations. For further information, read the complete user guide.



### SWITCH OFF IN RESTRICTED AREAS

Switch the device off when mobile phone use is not allowed or when it may cause interference or danger, for example, in aircraft, in hospitals or near medical equipment, fuel, chemicals, or blasting areas. Obey all instructions in restricted areas.



### ROAD SAFETY COMES FIRST

Obey all local laws. Always keep your hands free to operate the vehicle when driving. Your first consideration while driving should be road safety.



### INTERFERENCE

All wireless devices may be susceptible to interference, which could affect performance.



### AUTHORIZED SERVICE

Only authorized personnel may install or repair this product.



### BATTERIES, CHARGERS AND OTHER ACCESSORIES

Use only batteries, chargers, and other accessories approved by HMD Global for use with this device. Do not connect incompatible products.



### KEEP YOUR DEVICE DRY

If your device is water-resistant, please refer to its IP rating for more detailed guidance.



### GLASS PARTS

**The device and/or its screen is made of glass.** This glass can break if the device is dropped on a hard surface or receives a substantial impact. If the glass breaks, do not touch the glass parts of the device or attempt to remove the broken glass from the device. Stop using the device until the glass is replaced by qualified service personnel.



### PROTECT YOUR HEARING

To prevent possible hearing damage, do not listen at high volume levels for long periods. Exercise caution when holding your device near your ear while the loudspeaker is in use.

## Safety and texting while driving

Safety should be every driver's first priority. Drivers must obey all local laws that may include restrictions on the use of mobile phones or accessories while driving. If use is legal, always keep your hands free to operate the vehicle while driving and use a hands-free device whenever possible. Suspend calls in heavy traffic or hazardous weather. Get to know your mobile phone and its features and make any necessary information inputs prior to driving. Do not input data or engage in text messaging while driving. Mobile phones should not be used when use may be a distraction to the driver.

The Cellular Telecommunications & Internet Association (CTIA) has published further info and tips on safe use of mobile phones at [www.ctia.org/consumer-tips](http://www.ctia.org/consumer-tips), which we encourage you to review.

## Feature-specific information

### Parts and connectors

Do not connect to products that create an output signal, as this may damage the device. Do not connect any voltage source to the audio connector. If you connect an external device or headset, other than those approved for use with this device, to the audio connector, pay special attention to volume levels.

### Messaging

You can send text messages that are longer than the character limit for a single message. Longer messages are sent as two or more messages. Your service provider may charge accordingly. Characters with accents, other marks, or some language options, take more space, and limit the number of characters that can be sent in a single message.

## Maps and positioning

Contents of digital maps may sometimes be inaccurate and incomplete. Never rely solely on the content or the service for essential communications, such as in emergencies.

## Flashlight

When using the flashlight, be careful when touching the LED as it may feel hot. Always switch off the flashlight before putting the phone in your pocket or handbag.

## Product and safety info

### Network services and costs

Using some features and services, or downloading content, including free items, require a network connection. This may cause the transfer of large amounts of data, which may result in data costs. You may also need to subscribe to some features.

### Emergency calls

 **Important:** Connections in all conditions cannot be guaranteed. Never rely solely on any wireless phone for essential communications like medical emergencies.

Before making the call:

- Switch the phone on.
- If the phone screen and keys are locked, unlock them.
- Move to a place with adequate signal strength.

1. On the home screen, tap .

2. Type in the official emergency number for your present location.

Emergency call numbers vary by location.

3. Tap .

4. Give the necessary info as accurately as possible. Do not end the call until given permission to do so.

You may also need to do the following:

- Put a SIM card in the phone. If you don't have a SIM, on the lock screen, tap **Emergency**.
- If your phone asks for a PIN code, tap **Emergency**.
- Switch the call restrictions off in your phone, such as call barring, fixed dialing, or closed user group.
- If the mobile network is not available, you may also try making an internet call, if you can access the internet.

## Take care of your device

Handle your device, battery, charger and accessories with care. The following suggestions help you keep your device operational.

- Keep the device dry. Precipitation, humidity, and all types of liquids or moisture can contain minerals that corrode electronic circuits. If your device gets wet, remove the battery if possible, and let the device dry.
- Do not use or store the device in dusty or dirty areas.
- Do not store the device in high temperatures. High temperatures may damage the device or battery.
- Do not store the device in cold temperatures. When the device warms to its normal temperature, moisture can form inside the device and damage it.
- Do not open the device other than as instructed in the user guide.
- Unauthorised modifications may damage the device and violate regulations governing radio devices.
- Do not drop, knock, or shake the device or the battery. Rough handling can break it.
- Only use a soft, clean, dry cloth to clean the surface of the device.
- Do not paint the device. Paint can prevent proper operation.
- Keep the device away from magnets or magnetic fields.
- To keep your important data safe, store it in at least two separate places, such as your device, memory card, or computer, or write down important info.

During extended operation, the device may feel warm. In most cases, this is normal. To avoid getting too warm, the device may automatically slow down, close apps, switch off charging, and if necessary, switch itself off. If the device is not working properly, take it to the nearest authorised service facility.

## Recycle



Always return your used electronic products, batteries, and packaging materials to dedicated collection points. This way you help prevent uncontrolled waste disposal and promote the recycling of materials. Electrical and electronic products contain a lot of valuable materials, including metals (such as copper, aluminum, steel, and magnesium) and precious metals (such as gold, silver, and palladium). All materials of the device can be recovered as materials and energy.

### Crossed-out wheeled bin symbol



The crossed-out wheeled bin symbol on your product, battery, literature, or packaging reminds you that all electrical and electronic products and batteries must be taken to separate collection at the end of their working life. Do not dispose of these products as unsorted municipal waste: take them for recycling. For info on your nearest recycling point, check with your local waste authority.

### About Digital Rights Management

When using this device, obey all laws and respect local customs, privacy and legitimate rights of others, including copyrights. Copyright protection may prevent you from copying, modifying, or transferring photos, music, and other content. See the online user guide for further information about DRM.

### Battery and charger info

Do not attempt to remove the battery, as you may damage the device. To replace the battery, take the device to the nearest authorised service facility.

The battery can be charged and discharged hundreds of times, but it will eventually wear out. When the talk and standby times are noticeably shorter than normal, to replace the battery, take the device to the nearest authorised service facility.

Use only batteries and chargers that comply with the CTIA Certification Requirements for Battery System Compliance (Standard IEEE 1725). Use of an unqualified battery or charger may present a risk of fire, explosion, leakage, or other hazard.

Charge your device with the provided charger. Charger plug type may vary. Third-party chargers that comply with the applicable CTIA requirements and bear the USB-IF logo, and can connect to your device USB connector, may also be compatible. Some of the accessories mentioned in this user guide, such as charger, headset, or data cable, may be sold separately.

#### Battery and charger safety

Once charging of your device is complete, unplug the charger from the device and electrical outlet. Please note that continuous charging should not exceed 12 hours. If left unused, a fully charged battery will lose its charge over time.

Always keep the battery between 15°C and 25°C (59°F and 77°F) for optimal performance. Extreme temperatures reduce the capacity and lifetime of the battery. A device with a hot or cold battery may not work temporarily.

Do not dispose of batteries in a fire as they may explode. Obey local regulations. Recycle when possible. Do not dispose as household waste.

Do not dismantle, cut, crush, bend, puncture, or otherwise damage the battery in any way. If a battery leaks, do not let liquid touch skin or eyes. If this happens, immediately flush the affected areas with water, or seek medical help. Do not modify, attempt to insert foreign objects into the battery, or immerse or expose it to water or other liquids. Batteries may explode if damaged.

Use the battery and charger for their intended purposes only. Improper use, or use of unapproved or incompatible batteries or chargers may present a risk of fire, explosion, or other hazard, and may invalidate any approval or warranty. If you believe the battery or charger is damaged, take it to a service center or your phone dealer before continuing to use it. Never use a damaged battery or charger. Only use the charger indoors. Do not charge your device during a lightning storm.

Additionally, the following applies if your device has a removable battery:

- Always switch the device off and unplug the charger before removing the battery. To unplug a charger or an accessory, hold and pull the plug, not the cord.
- Accidental short-circuiting can happen when a metallic object touches the metal strips on the battery. This may damage the battery or the other object.

## **Small children**

Your device and its accessories are not toys. They may contain small parts. Keep them out of the reach of small children.

## **Medical devices**

Operation of radio transmitting equipment, including wireless phones, may interfere with inadequately shielded medical devices' function. Consult a physician or the medical device's manufacturer to determine if it is adequately shielded from external radio energy.

## **Implanted medical devices**

To avoid potential interference, manufacturers of implanted medical devices recommend a minimum separation of 15.3 centimeters (6 inches) between a wireless device and the medical device. Persons who have such devices should:

- Always keep the wireless device more than 15.3 centimeters (6 inches) from the medical device.
- Not carry the wireless device in a breast pocket.
- Hold the wireless device to the ear opposite the medical device.
- Switch the wireless device off if there is any reason to suspect that interference is taking place.
- Follow the manufacturer directions for the implanted medical device.

If you have any questions about using your wireless device with an implanted medical device, consult your health care provider.

## **Information on health**

The U.S. Food and Drug Administration (FDA) and the U.S. Federal Communications Commission (FCC) published statements and questions and answers concerning mobile phones and health. HMD Global encourages you to visit these websites for updated information. You can access the FDA website at [www.fda.gov/Radiation-emittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm](http://www.fda.gov/Radiation-emittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm) and the FCC website at [www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety](http://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety). Additional health-related information is available from the World Health Organization (WHO) at [www.who.int/mediacentre/factsheets/fs193/en/](http://www.who.int/mediacentre/factsheets/fs193/en/) and from The National Cancer Institute ("NCI") at [www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet](http://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/cell-phones-fact-sheet). In the event that you are concerned about possible health effects, the FDA suggests that you limit your own or your children's radio frequency (RF) exposure by limiting the length of calls or by using handsfree devices.

## **Hearing**

 **Warning:** When you use the headset, your ability to hear outside sounds may be affected. Do not use the headset where it can endanger your safety. Some wireless devices may interfere with some hearing aids.

## **Vehicles**

Radio signals may affect improperly installed or inadequately shielded electronic systems in vehicles. For more info, check with the manufacturer of your vehicle or its equipment. Only qualified personnel should install the device in a vehicle. Faulty installation may be dangerous and invalidate your warranty. Check regularly that all wireless device equipment in your vehicle is mounted and operating properly. Do not store or carry flammable or explosive materials in the same compartment as the device, its parts, or accessories. Do not place your device or accessories in the air bag deployment area.

## **Potentially explosive environments**

Switch your device off in potentially explosive environments, such as near gas stations. Sparks may cause an explosion or fire resulting in injury or death. Note restrictions in areas with fuel; chemical plants; or where blasting operations are in progress. Areas with a potentially explosive environment may not be clearly marked. These usually are areas where you are advised to switch your engine off, below deck on boats, chemical transfer or storage facilities, and where the air contains chemicals or particles. Check with the manufacturers of vehicles using liquefied petroleum gas (such as propane or butane) if this device can be safely used in their vicinity.

## Certification information (SAR)

This mobile device meets guidelines for exposure to radio waves as set forth by the Federal Communications Commission (FCC). Refer to the following.

### FCC RF Exposure Information

Your handset is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio frequency (RF) energy set by the Federal Communications Commission of the U.S. Government. The guidelines are based on standards that were developed by independent scientific organization through periodic and thorough evaluation of scientific studies. The standards include a substantial safety margin designed to assure the safety of all persons, regardless of age and health. The exposure standard for wireless handsets employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit set by the FCC is 1.6 W/kg. The tests are performed in positions and locations (e.g. at the ear and worn on the body) as required by the FCC for each model. The highest SAR value for this model handset as reported to the FCC when tested for use at the ear is 1.11 W/kg, and when worn on the body in a holder or carry case, is 0.81 W/kg.

**Body-worn Operation;** This device was tested for typical body-worn operations with the handset kept 1.5 cm from the body. To maintain compliance with FCC RF exposure requirements, use accessories that maintain a 1.5 cm separation distance between the user's body and the handset. The use of belt clips, holsters and similar accessories should not contain metallic components in its assembly. The use of accessories that do not satisfy these requirements may not comply with FCC RF exposure requirements, and should be avoided. The FCC has granted an Equipment Authorization for this model handset with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines. SAR information on this model handset is on file with the FCC and can be found under the Display Grant section of [www.fcc.gov/oet/ea/](http://www.fcc.gov/oet/ea/) after searching on FCC ID 2AJOTTA1140.

Additional information on Specific Absorption Rates (SAR) can be found on the FCC website at [www.fcc.gov/general/radio-frequency-safety-0](http://www.fcc.gov/general/radio-frequency-safety-0).

To send data or messages, a good connection to the network is needed. Sending may be delayed until such a connection is available. Follow the separation distance instructions until the sending is finished.

During general use, the SAR values are usually well below the values stated above. This is because, for purposes of system efficiency and to minimize interference on the network, the operating power of your mobile is automatically decreased when full power is not needed for the call. The lower the power output, the lower the SAR value.

Device models may have different versions and more than one value.

Component and design changes may occur over time and some changes could affect SAR values.

For more info, go to [www.sar-tick.com](http://www.sar-tick.com). Note that mobile devices may be transmitting even if you are not making a voice call.

Your mobile device is also designed to meet the United States Federal Communications Commission (FCC) guidelines. FCC ratings for your device and more information on SAR can be found at <http://transition.fcc.gov/oet/rfsafety/sar.html>.

Information on IC SAR can be found at <http://www.ic.gc.ca>.

The World Health Organization (WHO) has stated that current scientific information does not indicate the need for any special precautions when using mobile devices. If you are interested in reducing your exposure, they recommend you limit your usage or use a hands-free kit to keep the device away from your head and body.

For more information and explanations and discussions on RF exposure, go to the WHO website at [www.who.int/peh-emf/en](http://www.who.int/peh-emf/en).

#### **FCC notice:**

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. For more info, go to [www.fcc.gov/engineeringtechnology/electromagnetic-compatibility-division/radiofrequency-safety/faq/rf-safety](http://www.fcc.gov/engineeringtechnology/electromagnetic-compatibility-division/radiofrequency-safety/faq/rf-safety). Any changes or modifications not expressly approved by HMD Global could void the user's authority to operate this equipment. Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio

communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

#### **HAC notice:**

#### **Your phone is compliant with the FCC Hearing Aid Compatibility requirements.**

The FCC has adopted HAC rules for digital wireless phones. These rules require certain phones to be tested and rated under the American National Standard Institute (ANSI) C63.19-2011 hearing aid compatibility standards. The ANSI standard for hearing aid compatibility contains two types of ratings:

- M-Ratings: Rating for less radio frequency interference to enable acoustic coupling with hearing aids.
- T-Ratings: Rating for inductive coupling with hearing aids in telecoil mode.

Not all phones have been rated. A phone is considered hearing aid compatible under FCC rules if it is rated M3 or M4 for acoustic coupling and T3 or T4 for inductive coupling. These ratings are given on a scale from one to four, where four is the most compatible. Your phone meets the M3/T4 level rating.

However, hearing aid compatibility ratings don't guarantee that interference to your hearing aids won't happen. Results will vary, depending on the level of immunity of your hearing device and the degree of your hearing loss. If your hearing device happens to be vulnerable to interference, you may not be able to use a rated phone successfully. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

This phone has been tested and rated for use with hearing aids for some of the wireless technologies that it uses. However, there may be some newer wireless technologies used in this phone that have not been tested yet for use with hearing aids. It is important to try the different features of this phone thoroughly and in different locations, using your hearing aid or cochlear implant, to determine if you hear any interfering noise. Consult your service provider or the manufacturer of this phone for information on hearing aid compatibility. If you have questions about return or exchange policies, consult your service provider or phone retailer.

Hearing devices may also be rated. Your hearing device manufacturer or hearing health professional may help you find this rating. For more information about FCC Hearing Aid Compatibility, please go to <http://www.fcc.gov/cgb/dro>.

## **Copyrights and other notices**

The availability of products, features, apps and services may vary by region. For more info, contact your dealer or your service provider. This device may contain commodities, technology or software subject to export laws and regulations from the US and other countries. Diversion contrary to law is prohibited.

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Certain features, functionality and product specifications may be network dependent and subject to additional terms, conditions, and charges. All are subject to change without notice.

Manufacturer and/or importer: HMD Global Oy, Bertel Jungin aukio 9, 02600 Espoo, Finland. HMD Global Privacy Policy, available at <http://www.nokia.com/phones/privacy>, applies to your use of the device.

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## **Manufacturer's Limited Warranty**

### **1. General**

HMD Global Oy (hereinafter "Manufacturer") provides this Manufacturer's Limited Warranty ("Warranty") for the genuine Product (the "Product"), which has been released for sale in the United States of America and Canada. Even though one or more countries may be mentioned herein, this Warranty is only applicable in the country where the Product was purchased through Manufacturer's authorized sales channels, provided that the Product was intended for sale in that country ("Covered Country").

IF YOU LIVE IN (OR IF YOU ARE A BUSINESS AND YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, SECTION 6 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE A DISPUTE WITH MANUFACTURER. PLEASE READ IT.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR BY PROVINCE TO PROVINCE OR COUNTRY. ALL PARTS OF THIS WARRANTY APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OR UNLESS PROHIBITED BY LAW.

The Product and its accessories shall be used in accordance with the instructions provided in the user guides and leaflets that come in the Product package and are also available at [www.nokia.com/mobile-support](http://www.nokia.com/mobile-support).

### **2. Warranty**

The Warranty period starts on the date the Product is sold to an end user for the first time, as evidenced by the original proof of purchase. Manufacturer warrants that the Product is free from defects in materials and workmanship ("Defect") for:

- (i) Twelve (12) months for the main device, including non-user-replaceable batteries, and
  - (ii) Six (6) months for all user-replaceable batteries, covers, cables, chargers, headsets and any other accessory included in the sales package of the main device,
- unless the law requires that the Manufacturer offers a longer period, in which case the Warranty period is extended to cover the minimum period required by the law.

During the Warranty period, Manufacturer or its authorized service center will, in a reasonable time, remedy the Defect free of charge by either repairing or replacing the defective Product or accessory or the defective part of it at its option, provided that you have returned the defective Product or accessory to the Manufacturer or its authorized service center before the Warranty period expired. When repairing or replacing your Product or accessory, Manufacturer may use new or re-conditioned parts or Product except where the use of such re-conditioned parts or Product is barred by local law. In case local law should require the end user to be informed about the use of re-conditioned parts or Products, this Warranty document can be considered as the necessary intimation in that regard. In case local law requires consent from the end user for the use of re-conditioned parts or Products, then such parts or Products will not be used till such consent has been obtained.

To the fullest extent permitted by applicable law, no repair or replacement will renew or extend the Warranty period except that replacement parts or replacement Product or accessories provided under this Warranty will be covered by this Warranty for the remainder of the original Warranty period or for ninety (90) days from the date repaired or from when replacement Product or accessory is returned to you, whichever is longer.

IF YOUR APPLICABLE STATE OR PROVINCIAL LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD. Some States or Provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to You.

The Product or any parts of your Product or accessory that Manufacturer has replaced shall become Manufacturer's property.

Manufacturer does not warrant that software preinstalled by or on behalf of Manufacturer in the Product (or subsequent updates and upgrades) (together "Manufacturer software") will meet your requirements, work in combination with any hardware or software not

provided by Manufacturer, is uninterrupted or error free or that errors are correctable or will be corrected. For Manufacturer software-related errors, Manufacturer will make available the latest version of the Manufacturer software for reinstallation on your Product or, if that would not be possible, another remedy, which in Manufacturer's reasonable discretion, satisfactorily addresses the error. Some Manufacturer software may be subject to separate license terms that are available with the software.

**Please always back up all data and content stored on your Product before taking your Product in for service since service activities will erase all data from your Product. Manufacturer and its authorized service centers are not responsible for the loss of your data, programs or confidential information.**

### **3. What this Warranty does not cover**

Manufacturer does not provide any Warranty for the following:

A. When the Product is used in a way that is different from its ordinary use, such as:

a) errors or damages caused by:

(i) exposure to damage resulting from liquid outside of the approved levels, to extreme electromagnetic field (such as damages caused by microwave oven), to dampness, to extreme thermal or environmental conditions or to rapid changes in such conditions, corrosion, oxidation, spillage of food or liquid, or to influence from chemical products, (ii) using your Product with, or connecting it to, any product, accessory, software, or service not manufactured or supplied by Manufacturer,

(iii) any products combined with your Product by a third party,

(iv) damage or errors caused by hacking, cracking, viruses, or other malware, or by unauthorized access to services, accounts, computer systems, or networks; or

(v) other acts beyond Manufacturer's reasonable control.

b) If your Product's serial number, the mobile accessory date code, or the IMEI number has been removed, erased, defaced, altered or if these are illegible in any way.

B. Not using your Product in accordance with the user guide.

C. If your Product, has been (i) opened, repaired or modified by non-authorized third parties, or (ii) repaired with unauthorized spare parts.

D. If you have not installed the latest software updates that are publicly available for your Product within a reasonable time of their release.

You won't be able to enforce this Warranty if you refuse to give possession of the Product to Manufacturer for repair and investigation.

**This Warranty is not valid outside of the Covered Country and doesn't cover:**

1. User guides;

2. Any (i) third party software, settings, content, data, or links installed or downloaded onto your Product at any time, or (ii) Manufacturer and third-party services or enabling clients even if preinstalled by Manufacturer (please read the terms and conditions that may accompany the services as those will define your rights and obligations);

3. Any (i) normal wear and tear, (ii) reduced charging capacity of the battery resulting from its natural end of Product life, or (iii) pixel defects in your Product's display that are within the scope of industry standards; and

4. SIM card and/or any cellular or other networks or system on which your Product operates.

If this Warranty does not cover your Product or the issue based on which it requires service, Manufacturer reserves the right to charge for the repair or replacement of your Product, as well as a handling fee.

### **4. Limitation of Manufacturer's liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW(S), MANUFACTURER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY

1.DAMAGES OR LOSSES OF ANY KIND WHATSOEVER RESULTING FROM OR RELATING TO LOSS OF, DAMAGE TO, OR CORRUPTION OF, CONTENT OR DATA OR THE RECREATION OR TRANSFER THEREOF EVEN IF SUCH LOSS, DAMAGE, OR CORRUPTION WAS A RESULT OF A DEFECT IN YOUR PRODUCT; AND/OR

2.LOSS OF PROFIT, PRODUCTIVITY, BUSINESS, CONTRACTS, REVENUES OR ANTICIPATED SAVINGS, INCREASED COSTS OR EXPENSES, OR FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE.

To the extent permitted by applicable law, Manufacturer's liability shall be limited to the purchase value of your Product.

### **5. Choice of law**

The laws of the State or Province where you live (or if a business, the location of your principal place of business) govern the interpretation of this Warranty, any claim that Manufacturer has breached it, and all other claims (including consumer protection, unfair

competition, implied Warranty, and tort claims), regardless of conflict of law principles, except that the US Federal Arbitration Act governs arbitration.

## **6. Binding arbitration and class action waiver if you live in (or if a business, your principal place of business is located in) the United States**

This section applies to any dispute EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, YOUR LICENSOR'S, MANUFACTURER'S, OR MANUFACTURER'S LICENSOR'S INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action or other controversy between you and Manufacturer concerning the Product, Product Accessory (including its price) or this Warranty, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

1. Notice of Dispute. In the event of a dispute, you or Manufacturer must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131. Manufacturer will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Manufacturer will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Manufacturer may commence arbitration.

2. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence (or if a business, the location of your principal place of business), if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

3. Binding Arbitration. If you and Manufacturer do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by individual binding arbitration governed by the Federal Arbitration Act ("FAA"). Class arbitrations are not permitted. You are giving up the right to litigate disputes in court before a judge or jury (or participate as a party or class member). Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

4. Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Manufacturer will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

5. Arbitration Procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the Product for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Product, the AAA's Consumer Arbitration Rules will apply. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. To commence arbitration, send a request to HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131. You agree to commence arbitration only in your county of residence (or if a business, the county where your principal place of business is located). Manufacturer agrees to commence arbitration only in your county of residence (or if a business, the county where your principal place of business is located). You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

6. Arbitration Fees and Payments.

(a) Disputes Involving \$75,000 USD or Less. Manufacturer will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Manufacturer's last written settlement offer made before the arbitrator was appointed ("Manufacturer's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Manufacturer's last written offer, Manufacturer will: (i) pay the greater of the award or \$1,000 USD; (ii) pay your reasonable attorney's fees, if any; and (iii) reimburse any out of pocket expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your

claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Manufacturer agree on them.

(b) Disputes Involving More Than \$75,000 USD. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

(c) Disputes Involving Any Amount. In any arbitration you commence, Manufacturer will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Manufacturer commences, Manufacturer will pay all filing, AAA, and arbitrator's fees and expenses. Manufacturer will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

7. Conflict with AAA Rules. This Warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

8. Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute to which Section 6 applies must be filed within one year in small claims court, an arbitration proceeding, or in court, if Section 6 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

9. Severability. If the class action waiver in Section 6.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 6 will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 6 is found to be illegal or unenforceable, that provision will be severed with the remainder of this Section 6 remaining in full force and effect.

## **7. Other important notices**

For further information on your Warranty, as well as information needed to process your Warranty queries, please visit [www.nokia.com/mobile-support](http://www.nokia.com/mobile-support). Instructions on how to request repair service and the addresses of the authorized service centers in the Covered Country may also be available on that webpage. Manufacturer reserves the right to make changes to its authorized service centers network at any time.

Your Product may contain country-specific elements, including software. The repair services available in a particular country may be limited to the Product and country-specific elements available in that country. Also, if your Product has been re-exported from its original destination to another country, your Product may contain country-specific elements that are not considered a Defect under this Warranty even if those elements or the Product would not be operational.

HMD Global Oy, Bertel Jungin aukio 9, 02600 Espoo, Finland

United States: HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131.

The laws of the State or Province where you live (or if a business, the location of your principal place of business) govern the interpretation of this Warranty, any claim that Manufacturer has breached it, and all other claims (including consumer protection, unfair competition, implied Warranty, and tort claims), regardless of conflict of law principles, except that the US Federal Arbitration Act governs arbitration.