
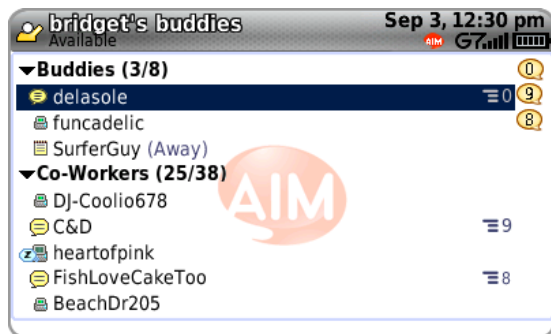


- **Using Conversation Number** – Each open IM conversation has a number (0-9), which is displayed in the IM Conversations submenu, as well as on the screen displaying your list of friends. From any screen in IM, including the IM splash screen, you can quickly switch between conversations by pressing **MENU**  + the IM conversation number.



- **From Friends List Screen** – On the screen listing all your friends' usernames, scroll to highlight the conversation to which you want to switch, then press the trackball.

Keyboard Shortcuts

Call a speed dial number	Press and hold speed dial # on keyboard while in Phone or on Jump screen.
Redial last number	Press JUMP ⌘, ↵, ↵.
Answer an incoming call	Press trackball or ↵.
Ignore incoming call (call forwards)	Press ⌘.
Hang up active call	Press ⌘.
Mute your device when ringing	Press any key, except ⌘.
Create a new note, message, event, task, to do, or contact	Press MENU + M .
Insert Unicode character	Press SYM key.
Discard item	Highlight item, press MENU ≡ + CANCEL ⌘.
Send a composed message	Press MENU ≡ + M .
Open latest unread message	Press JUMP ⌘ + 0 .
Delete all text in a single line	Press ALT + DEL .
Put device in key guard mode	Press and hold DONE ⌘ two seconds.
Unlock device	Press MENU ≡ + DONE ⌘.
Power device on/off	Press and hold ⏻ for three seconds. Press ⏻ twice to power off.
Open Sound Controls	Press MENU ≡ + DONE ⌘.
Open mini music player	Press JUMP ⌘ + DONE ⌘.
Open Quick Jump menu	Press JUMP ⌘ + CANCEL ⌘.
Scroll page-by-page	Hold MENU ≡ and roll trackball; or, press ⌘ to page up, ↵ to page down.
Find an item across apps	Press JUMP ⌘ + F .


Troubleshooting

How do I know when my account is ready to register for data services?

Once your account is ready for you to register for data services, you will see a “Welcome” message on your screen. If the Welcome message doesn’t appear on your device within 48 hours after registering, contact T-Mobile Customer Care department.

In order to comply with airline regulations, how can I temporarily disable wireless connectivity when traveling?

Remember to switch to “Airplane Mode” during aircraft takeoff and landing. To turn off wireless connectivity (to comply with FAA regulations) follow these instructions:

- 1 From the Jump screen, press **MENU** , and select **Airplane Mode > Turn Wireless Off**.
- 2 Your device is now offline. Confirm offline status by looking at the title bar; the radio icon and “OFF” should blink alternately.

Even without wireless connectivity, you can still access the device applications and read email messages that already been downloaded. However, you will not be able to send or receive messages until you enable wireless connectivity again.

How can I protect my device from damage?

The best way to protect your device is to carry it with the display closed. You risk damaging your device if you do not protect the display. Also, water—even in small amounts or in the form of steam—can seriously damage your device and charger, so keep your device dry and away from potential water sources.

I needed to remove my battery, so I did. After I put the battery back in my device, it powered up, but all my messages and other data were gone. Is it all gone for good?

No, all your data is regularly saved to the Danger service so it is safe. If you wait a few minutes, all your data will be restored to your device. (Note, however, that any data you entered or modified between the last save to the Danger service and when you removed the battery will be lost.)

Chances are you removed the battery before powering off your device. Every time you power off your device, your data is saved to the device's internal flash memory. However, if you remove your battery before shutting down, your data will not be saved to flash. It is, however, saved on an ongoing basis to the service, which means your data is always backed up. However, for your convenience, always power off your device before removing the battery!

How can I improve radio reception when I'm in a "fringe" coverage area?

Try the following to improve radio reception:

- Use the hands-free headset and position the phone away from your body.
- Walk to a window if you are indoors.
- Step outside of buildings that have high metal, concrete, or earthen content, because they may absorb radio signals.
- Step away from metallic windows because they absorb RF energy.
- Go to the highest spot possible to make the call.
- Step away from computers or electronic equipment.
- If you are in a car, first park, then try the call from outside the car.
- If you are near or directly under a cellular/PCS radio tower, walk at least one block away.

My device has not connected to the service for quite a while. Is there anything I can do myself before calling Customer Care?

Yes, try powering your device off and on. After your device boots, you'll know you've connected to the service when you see the **G** in the title bar again.

What Web browsers do you support on the Desktop Interface?

Web browsers IE 5+ are supported on both the Windows and Macintosh operating systems, as well as Firefox and Safari.

Why do the Web pages I open using the device's Web Browser application appear different from the pages I open on my desktop computer?

The Web pages displayed on your device have been reformatted so they are easier to read on a small display. The same or similar information displays; it's just laid out on the screen so that it's easier to view on your device.

What are the requirements for getting my POP or IMAP email accounts to appear on my device?

To fetch messages from an email account, you must gather the following information:

- Name of the remote email server (e.g., mail.example.com).
- Protocol used by the remote email server (e.g., POP, IMAP).
- Your username on the remote email server. (For example, if your email address is joe@example.com, then your username is "joe".)
- Your password on the remote email server. This is the same password you use to open the remote email directly.

Most Internet Service Providers and University email systems work with the POP3 protocol. If you are not sure of the protocol, use the **Auto-detect** setting, or you can call or email your remote service and ask what protocol they support. The remote service operators can also tell you the name of the remote email server.

Once you have all this information, set up your external account by following the instructions in "Fetch Email from External Accounts" on page 54 of this guide. Once set up, your remote email account will be checked periodically and a copy of all new, unread messages will be placed in the Email mailbox on your device.

How secure is my account data on the Desktop Interface? There may be sensitive information stored in contact information (credit card numbers for example) that must be secure!

Information in your account is stored on servers in a data center with enhanced security and firewall features. Please refer to the T-Mobile Privacy Policy and the Danger[®] Service Privacy Notice for more information.

What should I do if I need a replacement part for my device or if I need to have my device repaired?

Contact T-Mobile Customer Care department for support.

How can I clean my device screen?

The screen on your device is coated with a protective layer of polycarbonate. You can safely use warm soapy water, denatured alcohol, or isopropyl alcohol to remove dirt and smudges from your screen. Be sure to use a very soft cotton cloth, such as an old t-shirt, to prevent scratching when wiping the screen.

How do I report a lost device?

Call T-Mobile Customer Care department to report the lost device as soon as possible! T-Mobile will disable your lost device and your existing data will remain stored on the service, assuming no one has tampered with the data since you lost the device. When you receive your new device, your account data will be downloaded to it automatically after you sign in with your existing username and password.

The device is not charging when I connect it to a personal computer using the USB cable. What's wrong?

Some personal computers are not able to charge your device using the USB cable. If this is the case with your computer, when you attach your device to the computer, you will see an alert on the device telling you that you are receiving a USB charge that is too low for charging your device. Instead, use the power adapter included in the box for charging.

Handling and Safety Precautions

The Sidekick is a mobile computing device that may break if dropped, subjected to severe shock, or exposed to water. Please handle the device carefully and read the precautions listed below. These precautions provide essential information for the safe handling of the product and for the protection of the users and others from possible harm.

! During a call, the sound level on your device may vary, depending on how you are routing the sound. Keep the volume at a moderate level to prevent damage to your hearing, and be careful not to switch accidentally to speakerphone (by pressing the right shoulder button) while the phone is against your ear.

Battery Handling

- Your device uses a removable lithium-ion battery. Lithium-ion batteries are recyclable. Never dispose of the battery or the unit by incineration or ordinary waste.
- Always turn off your device before removing the battery.
- Never attempt to disassemble or modify the battery.
- Never touch any fluid that may leak from the removable battery, because doing so may result in injury to the skin or eyes.
- Never drop your device or subject it to severe shock. This may cause the removable battery to leak, ignite, and/or rupture. Always immediately remove your device from the vicinity of any open flame in the event the built-in battery leaks or emits an unusual odor.

Device Handling and Use

- Never attempt to disassemble, repair, or modify your device. Such action may result in bodily injury, or damage to the unit or other property.
- Never touch liquid that might leak from a broken liquid crystal display (LCD), because doing so may cause a skin rash.
- Keep the volume at a moderate level to avoid damage to your hearing.
- Never dispose of your device with ordinary waste.
- Never allow infants, small children, or animals within reach of your device.
- Never play the CD-ROM containing the Reference Guide (included in the box) on an audio CD player. Doing so might result in a loud noise that could damage your ears or speakers.
- Switch off your device or put your device in “Airplane Mode” when in an aircraft. The use of the device in an aircraft may be dangerous to the operation of the aircraft, disrupt the cellular network, and is illegal. Failure to observe this instruction may lead to suspension or denial of cellular telephone services to the offender, or legal action, or both.
- Check with your doctor if you have a pacemaker or hearing aid to make sure you can safely use the device’s cellular and Bluetooth radio frequencies.
- Persons with pacemakers:
 - Should **always** keep the phone more than six inches from their pacemaker.
 - Should not carry the phone in a breast pocket.
 - Should use the ear opposite the pacemaker to minimize the potential for interference.
 - If you have any reason to suspect that interference is taking place, turn your phone **off** immediately.
- Your phone contains exposed magnets, which may cause damage to credit cards, magnetic ID cards, and other magnetically encoded materials. Do not place these or other items that are sensitive to magnetic fields near the exposed magnets. For example, do not place your phone in the same pocket as your credit card or hotel key.

- The Health Industry Manufacturers Association recommends that a minimum separation of six (6”) inches (15.24 centimeters) be maintained between the phone and a pacemaker to avoid potential interference with the pacemaker. These recommendations are consistent with the independent research by and recommendations of Wireless Technology Research.
- Certain locations (e.g., hospitals) may restrict the use of any device that emits low-level RF energy. Always comply with posted prohibitions of the use of RF-emitting devices.
- Do not use the device when at a refuelling station.
- Observe restrictions on the use of radio equipment in fuel depots, chemical plants, or where blasting operations are in progress.
- It is advised that the device not be used by a driver while the vehicle is moving, except in an emergency. Speak only into a fixed, neck-slung or clipped-on microphone, or Bluetooth headset when it would not distract your attention from the road.
- Never allow any metallic objects (e.g., staples, paper clips) to become inserted into your device, as this could result in the generation of excess heat or fire.
- Never use or store your device in the following locations:
 - Anywhere it may be exposed to water (e.g., bathroom, sauna)
 - Conditions of high humidity (e.g., rain or fog)
 - Conditions of extreme high temperatures (e.g., near fire, in a sealed car)
 - In direct sunlight
 - Locations or sites subject to strong vibration
- Using this device for long periods of time (e.g., playing games) may harm your hands or eyes. For your health and safety, take a 10-15 minute break every hour.
- If you have experienced seizures or blackouts that are caused by watching flashing lights, consult a doctor before using this device.
- Use your device in areas with the following ambient environmental condition:
 - Normal operation: 0°C to 40°C (32°F to 104°F), with humidity of 30% to 80%

Battery Charger Handling

- The device is intended for use when supplied with power from the battery charger included in the box with your device, or via a USB cable to an approved USB host. Other usage will invalidate any approval given to this device and may be dangerous.
- Charge the device within the temperature range of 5 to 35 degrees Celsius, or 41 to 95 degrees Fahrenheit, for the fastest charging time.
- Never place the battery charger on any surface that can be marred by exposure to heat; always place the battery charger on a heat-insulating surface.
- Never use a battery charger that has received a sharp blow, been dropped, thrown from a speeding vehicle, or is otherwise damaged; doing so may damage your device.
- Never place the battery charger adjacent to any heat source.
- Never leave the battery charger close to an open container of liquids.
- Never use a worn or damaged battery charger cable or plug, or a worn or damaged extension cord or plug.
- When traveling abroad, never plug the battery charger into a power source that does not correspond to both the voltage and frequency specified on the charger.
- Always confirm that the battery charger plug has been fully inserted into the receptacle to ensure a secure electrical connection.
- In the event of any unusual odor or smoke, always immediately disconnect the battery charger from the device and the power outlet, then power off the device.
- It is normal for the battery charger to become warm when charging. Disconnect the battery charger from the outlet when not in use.
- Never attempt to disassemble or repair an battery charger, power supply cables, or plugs, because doing so exposes you to electric shock.

CAUTION

IMPORTANT SAFETY INSTRUCTIONS. SAVE THESE INSTRUCTIONS

DANGER TO REDUCE THE RISK OF FIRE OR ELECTRIC SHOCK, CAREFULLY FOLLOW THESE INSTRUCTIONS.

FOR CONNECTION TO A SUPPLY NOT IN THE UNITED STATES, USE AN ATTACHMENT PLUG ADAPTER OF THE PROPER CONFIGURATION FOR THE POWER OUTLET.

! RISK OF EXPLOSION IF BATTERY IS REPLACED BY AN INCORRECT TYPE. DISPOSE OF USED BATTERIES ACCORDING TO THE FOLLOWING INSTRUCTIONS:

BATTERY DISPOSAL THIS PRODUCT CONTAINS A LITHIUM-ION BATTERY. THIS BATTERY MUST BE DISPOSED OF PROPERLY. CONTACT LOCAL AGENCIES FOR INFORMATION ON RECYCLING AND DISPOSAL OPTIONS IN YOUR AREA.

Regulatory and Compliance Information

Regulatory Compliance Information for North America

FCC Declaration of Conformity

Model PV210, manufactured by Sharp Corporation, 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.

Responsible Party:

SHARP ELECTRONICS CORPORATION
Sharp Plaza
Mahwah, New Jersey 07430
TEL: 1-800-BE-SHARP

FCC Notice

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.

Modifications not expressly approved by the manufacturer could void the user's authority to operate the equipment. This transmitter must not be co-located or operated in conjunction with any other antenna or transmitter.

Exposure to Radio Frequency (RF) Signals

THIS MODEL DEVICE MEETS THE GOVERNMENT'S REQUIREMENTS FOR EXPOSURE TO RADIO WAVES.

Your wireless device 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. These limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. The guidelines are based on standards that were developed by independent scientific organizations 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 mobile phones employs a unit of measurement known as the Specific Absorption Rate, or SAR. In the United States and Canada, the SAR limit for mobile devices used by the public is 1.6 watts/kg (W/kg) averaged over one gram of tissue. The FCC has granted an Equipment Authorization for this wireless device with all reported SAR levels evaluated as in compliance with the FCC RF emission guidelines. For this PV210 model, the highest SAR value when tested for use at the ear is 0.82W/kg and when worn on the body, as described in this guide, is 1.36W/kg. SAR information for this device is on file with the FCC and can be found under the Display Grant section of <http://www.fcc.gov/oet/fccid> after searching on FCC ID: APYNAR0064 for the PV210 model (850/900/1800/1900 MHz).

- ✓ For body-worn operation, to maintain compliance with FCC RF exposure guidelines, keep the Sidekick at least 5/8 inch (15mm) away from the body, and only use carrying cases, belt clips, or holders that do not have metal parts and that maintain at least 5/8 inch (15 mm) separation between the Sidekick and the body. When carrying the device on your person, it is recommended to turn the screen display in toward the body in order to minimize RF exposure and maximize antenna efficiency.

Hearing Aid Compatibility with Mobile Phones

When some mobile phones are used near some hearing devices (hearing aids and cochlear implants), users may detect a buzzing, humming, or whining noise. Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference they generate.

The wireless telephone industry has developed ratings for some of their mobile phones, to assist hearing device users in finding phones that may be compatible with their hearing devices. Not all phones have been rated. Phones that are rated have the rating on their box or a label on the box.

The ratings are not guarantees. Results will vary depending on the user's hearing device and 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.

M-Ratings: Phones rated M3 or M4 meet FCC requirements and are likely to generate less interference to hearing devices than phones that are not labeled. M4 is the better/higher of the two ratings.

T-Ratings: Phones rated T3 or T4 meet FCC requirements and are likely to be more usable with a hearing device's telecoil ("T Switch" or "Telephone Switch") than unrated phones. T4 is the better/higher of the two ratings. (Note that not all hearing devices have telecoils in them.)

Hearing devices may also be measured for immunity to this type of interference. Your hearing device manufacturer or hearing health professional may help you find results for your hearing device. The more immune your hearing aid is, the less likely you are to experience interference noise from mobile phones.

Regulatory Compliance Information for Europe

EU Declaration of Conformity

Hereby, Sharp Corporation, declares that model PV210 is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC.

A copy of the original declaration of conformity can be found at the following Internet address:
http://sharp-world.com/products/wireless_pda/index.html

Recycling Information



The RBRC™ Battery Recycling Seal on the Lithium-ion (Li-ion) battery/battery pack indicates UTStarcom is voluntarily participating in an industry program to collect and recycle these battery/battery packs at the end of their useful life, when taken out of service in the United States or Canada. The RBRC™ program provides a convenient alternative to placing Li-ion batteries into the trash or municipal waste stream, which is illegal in some areas. Please call 1-800-822-8837 for information on Li-ion battery recycling in your area. UTStarcom's involvement in this program is part our commitment to preserving our environment and conserving our natural resources. (RBRC™ is a trademark of the Rechargeable Battery Recycling Corporation.)

Legal Information

Danger® Service and End-User License Agreement

IMPORTANT: PLEASE CAREFULLY READ THIS SERVICE AND END-USER LICENSE AGREEMENT (THE "AGREEMENT") BETWEEN YOU AND DANGER, INC. ("DANGER") BEFORE YOU USE YOUR WIRELESS DEVICE (THE "DEVICE"). YOUR USE OF THE DEVICE OR THE SERVICE FOR THE DEVICE SHALL CONSTITUTE YOUR BINDING ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT USE THE DEVICE OR THE SERVICE AND SHOULD PROMPTLY RETURN THE DEVICE TO THE PLACE WHERE YOU PURCHASED IT.

Danger owns and operates a service that enables certain features on your Device, including email, Internet access, instant messaging, address book, and calendar functions, and that also allows you to access such features from a Web site operated by Danger (the "Service"). Your use of the Service and the Software (as defined below) in the course of operating your Device is subject to the terms and conditions of this Agreement. Danger reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy referenced herein at any time and in its sole discretion. You may access this agreement at www.danger.com/legal. If the Agreement is changed, we will post the new terms to such Web page. Any changes or modifications will be effective upon posting, and your continued use of the Service or Software after the posting of such changes will constitute your binding acceptance of the Agreement as revised.

1. Software

1.1 Definition. "Software" means any computer software, in executable code form, owned by Danger (or software owned by third parties, which Danger has the right to distribute or sublicense) and either pre-loaded on the Device at the time of manufacture or otherwise furnished to you by Danger in its sole discretion. "Software" includes the Danger® operating system and applications.

1.2 License Grant. Subject to the terms and conditions of this Agreement, Danger hereby grants to you a nonexclusive, nontransferable, nonsublicenseable license to use, perform, and display the Software using the Device upon which the Software was originally installed, and solely as necessary to operate the Software in accordance with the applicable documentation.

1.3 Restrictions. You may not (a) reproduce, distribute, sublicense, use for service-bureau purposes, sell, lease, or otherwise transfer the Software to any third parties; (b) modify, alter, improve, "hack," or create derivative works of the Software; or (c) reverse-engineer, decompile, disassemble, reverse-assemble, or otherwise attempt to derive the source code of the Software.

1.4 Third-Party Software. You understand and agree that in addition to the Software, the Device may contain certain third-party software ("Third-Party Software") the use of which may be subject to separate license agreements containing additional terms and conditions. Any such license agreements will be provided to you separately. You hereby agree to comply with all such additional terms and conditions in your use of the Third-Party Software.

2. Ownership. The Software is licensed to you, not sold. Danger and its licensors retain exclusive ownership of all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights worldwide, in and to the Service and the Software (including any corrections, bug fixes, enhancements, updates or other modifications thereto). There are no implied licenses under this Agreement, and all rights not expressly granted are hereby reserved.

3. Use of the Service

3.1 Wireless Service Provider. In addition to Danger's terms and conditions set forth in this Agreement, you agree and acknowledge that your use of the Service is subject to your wireless carrier's terms and conditions of service.

3.2 Privacy Policy. Danger believes strongly in protecting user privacy and providing you notice of Danger's collection and use of data, including personally identifying information. To learn about Danger's information collection and use practices and policies for the Service, please refer to the Danger® Service Privacy Notice.

3.3 Your Account. All information that you provide in connection with your registration for the Service must be accurate. You will receive a password and username upon completing your registration. You are responsible for maintaining the confidentiality of the password and account information, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify your wireless network operator of any unauthorized use of your password or account or any other breach of security.

3.4 Prohibited Activities. You agree not to use the Service to: (a) directly or indirectly violate any applicable laws, rules, or regulations issued or promulgated by any competent government authority, including without limitation any intellectual property laws, privacy laws, computer fraud or abuse statutes, or export control laws; (b) upload, post, email or transmit any content that you do not have the right to post or transmit under any law, contractual duty or fiduciary relationship; (c) upload, post, email or transmit any content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other proprietary right; (d) upload, post, email or transmit any materials that are unlawful, untrue (including incomplete, false or inaccurate biographical information), harassing, libelous, defamatory, abusive, tortuous, threatening, obscene, pornographic, indecent, hateful, abusive, or harmful (including but not limited to viruses, corrupted files, or any other similar software or programs); (e) violate, attack, or attempt to violate or attack the security, integrity, or availability of any network, service, or other computer system; (f) send mass unsolicited or unauthorized electronic messages or "spam", including without limitation, promotions or advertisements for products or services; (g) send altered, deceptive or false source-identifying information (including forged TCP/IP headers); or (h) use the Service in a manner that otherwise violates Danger's then-current Acceptable Use Policy, the latest version of which is available at www.danger.com/legal. Violations of any of the above will be investigated by Danger and, where appropriate, Danger may either institute legal action, or cooperate with law enforcement authorities in bringing legal proceedings, against users who violate this Agreement.

3.5 Third-Party Content and Services. In the course of using the Service, you may download to the Device content that is provided by third parties and/or access services and Web sites provided by third parties, including third-party Web sites accessible through links from the Service. Danger is not responsible for the content, products, materials, or practices (including privacy practices) of any such Web sites or third-parties. You understand that by using the Service you may be exposed to third-party Web sites or content that you find offensive, indecent or otherwise objectionable. Danger makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites (including Web sites accessible by hyperlink from the Service) or third party products or services accessible via the Service. Danger provides links to third-party Web sites for your convenience only and Danger does not control such Web sites. Danger's inclusion of links to third party Web sites or access to third party products does not imply any endorsement of the third parties or their products and services. It is your responsibility to review the privacy policies and terms of use that apply to third party Web sites you visit or to third party content and services you access. In no event will Danger be liable to you in connection with any Web sites, content, products, services, materials, or practices of a third party.

3.6 Uploading and Downloading of Information. You hereby agree and acknowledge: (a) that Software, data, and other information may be downloaded from Danger to your Device and requests for information may be uploaded from your Device to Danger on a regular basis; (b) that Danger makes no guarantee of, and is not responsible for, the accuracy or completeness of any downloaded information; and (c) that the Service may be inoperable from time-to-time and Danger shall incur no liability for such inoperability. You also hereby agree and acknowledge that any information, content or software that you upload or download using a particular Device model may not be available to you in the event that you switch to different Device model.

4. Intellectual Property Rights

4.1 Copyright. All content included on the Device, including graphics, text, images, logos, button icons, images, audio and video clips and software, as well as the compilation of the content, is the property of Danger and/or its licensors (“Danger Material”) and is protected by U.S. and international copyright laws. Any unauthorized use of Danger Material may violate copyright, trademark or other laws. Additionally, certain other content, including, Web sites, photographs, images, text, graphics, video clips, audio recordings, or other content accessed or transmitted through the Service may be copyrighted by third parties and protected by U.S. and international copyright law. Materials that are copyrighted may be viewed as presented and are for personal use only. Unless otherwise authorized by law, you agree not to alter, falsify, misrepresent, modify, copy, reproduce, republish, upload, post, transmit, distribute or otherwise utilize such materials without the express, written permission of the copyright holder. Unauthorized copying or distribution of copyrighted works is an infringement of the copyright holders’ rights. Pursuant to the Digital Millennium Copyright Act, Danger reserves the right to terminate the accounts of users of the Service who are infringers of the copyrights of others.

4.2 Trademarks. Danger®, hiptop®, the Danger logo, the hiptop logo, and the powered-by-danger logo are trademarks, service marks, and/or registered trademarks of Danger, Inc. in the United States and in other countries. You agree not to use Danger’s trademarks (i) to identify products or services that are not Danger’s, (ii) in any manner likely to cause confusion, (iii) in or as a part of your own trademarks, (iv) in a manner that implies that Danger sponsors or endorses your products or services or (v) in any manner that disparages or discredits Danger. You must have Danger’s prior written consent before you use Danger’s trademarks in any way.

5. No Monitoring; Necessary Disclosures. You acknowledge that Danger does not pre-screen or monitor content posted to or transmitted through the Service, but that Danger shall have the right (but not the obligation) to remove any content in its sole discretion, including, without limitation, any content that violates this Agreement. In addition, Danger reserves the right to disclose all content that you upload, post, email, transmit or otherwise make available via the Service (whether or not directed to Danger) if required to do so by law or in the good faith belief that such disclosure is necessary or appropriate to conform to the law or comply with legal process served on Danger or its service partners, to protect and defend the rights or property of Danger, the Service, Danger’s service partners or end-users, whether or not required to do so by law, or to protect the personal safety of our end-users or the public.

- 6. Termination.** You agree that Danger or its service partners, in their sole discretion, may immediately terminate your access to the Service (whether directly or through your wireless carrier) if they believe that you have violated the terms and conditions of this Agreement. You agree that any termination of your access to the Service may be effected without prior notice, and acknowledge and agree that, upon termination, Danger and its service partners may immediately deactivate or delete your account and all related information, emails, files and other data in your account and/or bar any further access to such files or the Service. Further, you agree that neither Danger nor its service partners shall be liable to you for any termination of your access to the Service hereunder.
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- 8. LIMITATION OF LIABILITY.** IN NO EVENT SHALL DANGER, ITS SUPPLIERS OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS) RESULTING FROM YOUR ACCESS TO, OR USE OR INABILITY TO USE THE SERVICE OR SOFTWARE (INCLUDING AS A RESULT OF AN OUTAGE OF THE SERVICE PROVIDED BY YOUR WIRELESS CARRIER OR ANY OTHER THIRD-PARTY SERVICE PROVIDER, OR WITH RESPECT TO THE INFORMATION, SERVICES, CONTENT OR ADVERTISEMENTS CONTAINED ON OR OTHERWISE ACCESSED THROUGH THE SERVICE. IN NO EVENT WILL DANGER, ITS SUPPLIERS OR SERVICE PROVIDERS BE LIABLE TO YOU IN CONNECTION WITH THE SERVICE OR THE SOFTWARE FOR ANY DAMAGES IN EXCESS OF TWO HUNDRED U.S. DOLLARS (U.S. \$200).

- 9. Indemnity.** You agree to defend, indemnify, and hold harmless Danger, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable attorneys' fees, made by any third party due to or resulting from your violation of this Agreement.
- 10. Export Controls.** You agree and acknowledge that the Software may contain cryptographic functionality the export of which is restricted under U.S. export control law. You will comply with all applicable laws and regulations in your activities under this Agreement, including without limitation all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including the Export Administration Regulations promulgated by the Bureau of Industry and Security (as codified in 15 C.F.R. Parts §§ 730-774). You expressly agree not to export or re-export the Software in violation of such laws or regulations, or without all required licenses and authorizations.
- 11. Government End Users.** The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth therein.
- 12. Applicable Law and Jurisdiction.** You agree that this Agreement and all matters relating to the Service and the Software will be governed by the laws of the State of California, without giving effect to any principles of conflicts of laws that would require the application of the laws of a different state. You also consent to the exclusive jurisdiction and venue of the Superior Court of Santa Clara County for state claims and the Northern District of California for federal claims in all disputes arising out of or relating to the Software or the Service. The parties agree that the Uniform Computer Information Transaction Act (or any statutory implementation of it) and the United Nations Convention on the International Sale of Goods will not apply with respect to this Agreement or the parties' relationship.
- 13. General Provisions.** You are responsible for compliance with applicable local laws. This Agreement is personal to you, and you may not transfer, assign or delegate this Agreement to anyone without the express written permission of Danger. Any attempt by you to assign, transfer or delegate this Agreement without the express written permission of Danger shall be null and void. The paragraph headings in this Agreement, shown in boldface type, are included to help make the agreement easier to read and have no binding effect. The waiver of any breach or default, or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. This Agreement constitutes the complete and exclusive agreement between you and Danger with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Danger® Service Privacy Notice

Danger, Inc. (“Danger”) operates a service on behalf of your wireless carrier that enables certain features on your wireless device, including email, Internet access, instant messaging, address book, and calendar functions (the “Danger Service”). The Danger Service also includes a Web site operated by Danger (the “Danger Service Web Site”) that subscribers may use to access these features, as described more fully in the Reference Guide accompanying your wireless device. This Privacy Notice applies to information collected by Danger in connection with its operation of the Danger Service. This Notice does not apply to information collected on other Web sites owned or operated by Danger, such as www.danger.com or www.poweredbydanger.com. To find out how Danger handles information collected on those Web sites, please read the Danger, Inc. Corporate Web Sites Privacy Policy located at www.danger.com/legal. Finally, this Notice does not apply to information collected by your wireless carrier. Please refer to your wireless carrier’s privacy policy to learn what information it collects about you and how such information is used.

YOUR PRIVACY IS IMPORTANT TO US

At Danger we are committed to maintaining the privacy and accuracy of your personal information and to protecting such information from loss, misuse and unauthorized access and disclosure. This Privacy Notice describes how Danger treats information received about you when you register to use the Danger Service, when you provide information to us, and when you use the Danger Service.

WHAT INFORMATION DOES DANGER COLLECT?

It is important to know that we collect different types of information. We use each type of information in different ways, as explained in more detail below. The terms defined below are used throughout our Privacy Notice.

1. “Personal Information” is any information that personally identifies you as an individual. Examples of this type of information would be your name, address, telephone number, email address, and other information that personally identifies you. Personal Information also includes data you transmit and/or store on the Danger Service, such as your address book, notes, tasks, pictures and the contents of messages and emails you send and receive.

2. “Anonymous Information” does not personally identify you as an individual. It is information collected without connecting it to any name, address, or other Personal Information. Although this data does not personally identify you, it does provide us with anonymous information about how people are using our Service. For example, Anonymous Information collected by us may describe how many people viewed a particular Web site or used a particular feature of our Service, but this data does not disclose Personal Information of those people.

Personal Information

Danger collects certain information that personally identifies you. When you register to become a user of the Danger Service, Danger requests your name. Danger also collects the mobile phone number for the device you are registering and the email address assigned to you as a subscriber to the Danger Service. In addition, if you use your wireless device to access third party products and services, such as instant messaging services, Danger will collect your screen name(s) and password(s) for these services.

By using the Danger Service, you will transmit and store on Danger’s servers other personal information, such as your address book, notes, tasks, pictures, sound/video recordings and the contents of emails you send and receive. You may also retrieve email from your existing email accounts with third party services by using protocols such as “POP”. When you set up mail accounts through the Danger Service, Danger

collects the email addresses and other information associated with these accounts and stores the content of the email messages sent to these accounts on its servers.

Personal Information may also be collected at other times by specifically requesting it from you, such as when you order premium services, when you request other promotional material, when we ask you to complete customer surveys, and in other circumstances when you interact with the Danger Service or our employees, agents and contractors working to provide the Danger Service to you.

Anonymous Information

Danger collects and stores Anonymous Information relating to the use of the Danger Service. For example, Danger's servers automatically gather information regarding which Web pages are visited by users of the Danger Service. In addition, Danger collects data regarding subscribers' usage of various features of the Service, such as how many email messages or IM messages are sent by a particular user or by users in the aggregate, the most popular Web sites visited by users of the Service, the number of Web pages viewed at the Danger Service Web Site, and other similar information. Similarly, for network monitoring purposes, the Danger Service records how many devices in the aggregate are connected to the Service in particular geographic locations, but the Service does not identify the location of individual devices or subscribers. All of this Anonymous Information gathered from your use of the Danger Service is stored by Danger under an automatically generated identification number that will not be linked to your name or your other Personal Information without your consent, except as specifically provided in the "Use of Anonymous Information" section below.

Private Data and Online Communications

Danger stores certain information on its servers at your request. As described above, you may request that Danger retrieve email messages from email accounts maintained by third parties. The content of instant messaging conversations may also be temporarily stored on Danger's servers pending delivery to your wireless device. In addition, you may store addresses, calendar information, to do lists, notes, and photographs on the Danger Service, either through your wireless device or by uploading such information at the Danger Service Web Site. If you input such information directly on your wireless device, it is automatically synchronized with and stored on Danger's servers and is available to you through both the device and the Danger Service Web Site.

HOW DOES DANGER USE THE INFORMATION IT COLLECTS?

Use of Personal Information

Danger collects and uses Personal Information to (a) operate and deliver the Danger Service, (b) process or collect payments and for other billing purposes, (c) to assist with questions about use of the Danger Service, (d) to anticipate and resolve problems with your use of the Danger Service, and (e) to alert you to new products, product upgrades, software upgrades, changes to the service, technical and administrative issues, special offers and other information related to the Danger Service.

Use of Anonymous Information

Danger uses Anonymous Information to effectively operate the Danger Service and enhance your experience using the Service. For example, Danger stores cached versions of the Web sites that are most frequently visited by users of the Service, so that you can access them more quickly. Danger also uses Anonymous Information to understand how certain features of our Service are being used and to measure the costs of providing certain features. We may also use Anonymous Information to diagnose and correct problems with the Danger Service. In some cases, it may be necessary to link Anonymous Information relating to your use of the Service with you individually in order to correct problems that you may be experiencing with the Danger Service. In general, the collection and use of Anonymous Information allows Danger to analyze the use of the Danger Service to continue to develop and provide improved features and services to our subscribers.

Private Data and Online Communications

Danger honors the confidentiality of your private communications and other private data, whether it is through instant messaging conversations, email messages, or other data stored at your request, such as addresses and calendar information. Danger will not read or disclose to third parties private communications that are transmitted using the Danger Service or private data stored at your request, except as required to operate the service or as otherwise provided in the Special Circumstances section below.

WITH WHOM DOES DANGER SHARE THE INFORMATION THAT IS COLLECTED?

Personal Information

Danger may share Personal Information with your wireless carrier to further the purposes described in the “How Does Danger Use the Information it Collects” section above. Except in the very limited circumstances outlined in the “Special Circumstances” section below, Danger does not share with your wireless carrier the contents of data you transmit and/or store on the Danger Service, such as the content of your address book, notes, tasks, pictures and the contents of messages and emails you send and receive. Danger will not share your Personal Information with other third parties without your consent, except in the very limited circumstances outlined in the “Special Circumstances” section below. Your Personal Information is not otherwise sold, marketed or shared with third parties without your permission.

Anonymous Information

Anonymous Information may be shared with third parties for research, analysis, or other similar purposes. Danger will only share Anonymous Information with third parties if the information is disclosed in a manner that does not identify individual subscribers to the third parties concerned.

ARE THERE ANY SPECIAL CIRCUMSTANCES THAT MAY REQUIRE MY INFORMATION TO BE SHARED WITH THIRD PARTIES?

Danger may disclose Personal Information and/or Anonymous Information if Danger or your wireless carrier is required to do so by law or in the good-faith belief that such action is necessary or appropriate to (a) conform to the edicts of the law or comply with legal process served on Danger or your wireless carrier, (b) protect and defend the rights or property of Danger, the Danger Service, your wireless carrier or the users of the Danger Service, whether or not required to do so by law, or (c) protect the personal safety of users of the Danger Service or the public. Danger reserves the right to contact appropriate authorities and disclose Personal or Anonymous Information to them at its discretion when it appears that individuals using our products or services are engaged in activities that are illegal or violate the Danger Service and End-User License Agreement.

Should Danger merge with or be acquired by another company, or if the business unit providing your service were sold to another company, then customer information maintained by Danger, including Personal and Anonymous Information, may be transferred to and used by the resulting combined company. If Danger were to cease operations, this customer data might be transferred to and used by another company, which offers similar or related products or services. While we cannot predict a great deal about such an unlikely event, we would hope this would provide you with continuity of service.

From time to time, Danger may also share Personal Information with third parties for their use to provide services to Danger in the operation and delivery of the Danger Service, such as to process or collect payments, service accounts, or provide the products and services associated with the Danger Service. Danger may also share Personal Information with third parties for their use to fulfill your requests and purchases of products and services. All such third parties are prohibited from use of such Personal Information except to provide such products and services to Danger and to you, and they are also required to maintain the confidentiality of such Personal Information.

HOW CAN YOU UPDATE OR CORRECT YOUR INFORMATION?

Danger believes in and supports your right to access and edit the Personal Information you have provided us. You may make such changes at the Danger Service Web Site.

DOES DANGER COLLECT INFORMATION FROM CHILDREN UNDER 13?

Danger currently does not knowingly collect or use Personal Information from children under 13, and Danger will not do so in the future without first obtaining verifiable consent from their parents. Should a child whom Danger knows to be under 13 send Personal Information to Danger, Danger will only use that information to respond directly to that child or seek parental consent.

WHAT TYPES OF SECURITY MEASURES ARE IN PLACE TO PROTECT YOUR INFORMATION?

Danger maintains a variety of physical, electronic, and procedural safeguards to guard your information. For example, information transmitted from your wireless device to the Danger Service is automatically encrypted for your protection. Once your information reaches us, it resides on a server that is heavily guarded both physically and electronically. In order to prevent unauthorized access into our systems, our servers sit behind an electronic firewall and are not directly connected to the Internet. These technologies and methods increase the security and privacy of information traveling to, from and within the Danger Service. While we cannot guarantee that loss, misuse or alteration of your data will not occur, we work hard to prevent such occurrences.

Danger also safeguards Personal Information from unauthorized access. Only authorized Danger employees or agents carrying out permitted business functions are permitted to access Personal Information. Employees who violate Danger's privacy access policies are subject to disciplinary actions, including termination when appropriate. In addition, Danger encourages all users of the Danger Service to review the privacy policies posted by the Web sites visited over the Internet, including those linked to from the Danger Service, to ensure that these Web sites also protect Personal Information. Danger is not responsible for Personal Information you provide to such sites or the privacy practices and other policies of such sites.

DOES DANGER USE COOKIES?

Cookies are small text files that are placed on the hard drive of your computer by a Web site you visit. These files identify your computer and record your preferences and other data about your visit so that when you return to the site, the site knows who you are and can personalize your visit. In operating the Danger Service Web Site, Danger uses cookies to personalize the site, improve your experience at the site, and to determine which areas and features of the site are most popular. You may set your browser to reject cookies, but this may affect your ability to use some parts of the Danger Service Web Site.

When you access the Internet using your wireless device, the Web sites you visit may use cookies. These cookies may be physically placed on your wireless device, they may be transferred to Danger's servers or may be placed on servers operated by third-party Web site operators. This cookie-like functionality is in place for the same reasons and designed for the same purposes as cookies installed on your computer, but information collected from cookies by third parties is subject to their privacy practices rather than Danger's.

As technology advances and cookies provide more functionality, we may utilize them in different ways in the future. As we do so, this Notice will be updated to provide you with more information.

HOW CAN I FIND OUT ABOUT CHANGES TO THIS PRIVACY NOTICE?

Danger may make changes to this Notice from time to time. We will post changes to our Privacy Notice at www.danger.com/legal, so be sure to check back periodically. We may also notify you of significant changes by email or in other ways.

WHAT IF I HAVE OTHER QUESTIONS, COMMENTS, OR CONCERNS ABOUT PRIVACY?

If you have any questions or comments about our use of Personal Information or about this Privacy Notice, please contact us at privacy@danger.com. Danger will use reasonable efforts to promptly investigate any complaint you may have regarding our use of Personal Information and to comply fully with the legal and regulatory supervisory authorities responsible for enforcing our adherence to the privacy principles stated above.

One-Year Limited Warranty

UTStarcom Personal Communications (the Company) warrants to the original retail purchaser of this UT-Starcom handheld portable cellular telephone, that should this product or any part thereof during normal consumer usage and conditions, be proven defective in material or workmanship that results in product failure within the first twelve (12) month period from the date of purchase, such defect(s) will be repaired or replaced (with new or rebuilt parts) at the Company's option, without charge for parts or labor directly related to the defect(s).

The antenna, keypad, display, rechargeable battery and battery charger, if included, are similarly warranted for twelve (12) months from date of purchase.

This Warranty extends only to consumers who purchase the product in the United States or Canada and it is not transferable or assignable.

This Warranty does not apply to:

- (a) Product subjected to abnormal use or conditions, accident, mishandling, neglect, unauthorized alteration, misuse, improper installation or repair or improper storage;
- (b) Product whose mechanical serial number or electronic serial number has been removed, altered or defaced.
- (c) Damage from exposure to moisture, humidity, excessive temperatures or extreme environmental conditions;
- (d) Damage resulting from connection to, or use of any accessory or other product not approved or authorized by the Company;
- (e) Defects in appearance, cosmetic, decorative or structural items such as framing and non-operative parts;
- (f) Product damaged from external causes such as fire, flooding, dirt, sand, weather conditions, battery leakage, blown fuse, theft or improper usage of any electrical source.

The Company disclaims liability for removal or reinstallation of the product, for geographic coverage, for inadequate signal reception by the antenna or for communications range or operation of the cellular system as a whole.

When sending your wireless device to UTStarcom Personal Communications for repair or service, please note that any personal data or software stored on the device may be inadvertently erased or altered. Therefore, we strongly recommend you make a back up copy of all data and software contained on your device before submitting it for repair or service. This includes all contact lists, downloads (i.e., third-party software applications, ringtones, games and graphics) and any other data added to your device. In addition, if your wireless device uses a SIM or Multimedia card, please remove the card before submitting the device and store for later use when your device is returned, UTStarcom Personal Communications is not responsible for and does not guarantee restoration of any third-party software, personal information or memory data contained in, stored on, or integrated with any wireless device, whether under warranty or not, returned to UTStarcom Personal Communications for repair or service.

To obtain repairs or replacement within the terms of this Warranty, the product should be delivered with proof of Warranty coverage (e.g., dated bill of sale), the consumer's return address, daytime phone number and/or fax number and complete description of the problem, transportation prepaid, to the Company at the address shown below or to the place of purchase for repair or replacement processing. In addition, for reference to an authorized Warranty station in your area, you may telephone in the United States (800) 229-1235, and in Canada (800) 465-9672 (in Ontario call 416-695-3060).

THE EXTENT OF THE COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT PROVIDED ABOVE AND, IN NO EVENT, SHALL THE COMPANY'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE PRODUCT.

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No person or representative is authorized to assume for the Company any liability other than expressed herein in connection with the sale of this product.

Some states or provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damage so the above limitation or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state or province to province.

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IN CANADA: UTStarcom Canada Company
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Additional Information

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