

Safety points



Read the following simple guidelines. Not following them may be dangerous or illegal. Read the complete user guide for further information.

The surface of this device does not contain nickel in the platings. The surface of this device contains stainless steel.



ROAD SAFETY COMES FIRST

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



INTERFERENCE

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



SWITCH OFF IN RESTRICTED AREAS

Follow any restrictions.

Switch the phone off near medical equipment.

Do not use the phone where blasting is in progress.

Wireless devices can cause interference in aircraft.

Do not use the phone at a refuelling point or near chemicals.

Switch off near blasting.



USE SENSIBLY

Use only in normal position. Do not touch the antenna unnecessarily.



QUALIFIED SERVICE

Only qualified personnel may repair this phone.



ACCESSORIES AND BATTERIES

Use only approved accessories and batteries. Do not connect incompatible products.



WATER RESISTANCE

Your Vertu phone is not water resistant. Keep it dry.



BACK-UP COPIES

Remember to make back-up copies or keep a written record of any important information stored in your phone.



CONNECTING TO OTHER DEVICES

When connecting to any other device, read its user guide for detailed safety instructions. Do not connect incompatible devices.

Safety information

Traffic safety

Do not use a hand-held phone while driving a vehicle. If using a hand-held phone, park the vehicle before using the phone in any way. Do not place the phone on the passenger seat or where it can break loose in a collision or sudden stop.

Operating environment

Remember to follow any special regulations in force in any area and always switch off your phone whenever it is forbidden to use it, or when it may cause interference or danger.

As with other mobile radio transmitting equipment, users are advised that for the satisfactory operation of the equipment and for the safety of personnel, it is recommended that the equipment should only be used in the normal operating position. When the phone is on and being worn on the body, always use an approved carrying case.

Use only the supplied or approved parts. Unauthorised antennas, modifications or attachments could damage the phone and may violate regulations governing radio devices.

Electronic devices

Most modern electronic equipment is shielded from radio frequency (RF) signals. However, certain electronic equipment may not be shielded against the RF signals from your wireless phone.

Pacemakers

Pacemaker manufacturers recommend that a minimum separation of 15 cm (6 inches) be maintained between a hand-held wireless 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.

Persons with pacemakers:

- > Should always keep the phone more than 15 cm (6 inches) from their pacemaker when the phone is switched on;
- > 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, switch off your phone immediately.

Hearing aids

Some wireless phones may interfere with some hearing aids. In the event of such interference, consult your service provider.

Other medical devices

Operation of any radio transmitting equipment, including wireless phones, may interfere with the functionality of inadequately protected medical devices.

Switch off your phone in health care facilities when any regulations posted in these areas instruct you to do so.

Vehicles

RF signals may affect improperly installed or inadequately shielded electronic systems in motor vehicles (e.g. electronic fuel injection systems, electronic anti-skid (anti-lock) braking systems, electronic speed control systems, air bag systems).

Check with the manufacturer or its representative regarding your vehicle. You should also consult the manufacturer of any equipment that has been added to your vehicle.

Do not store or carry flammable liquids, gases or explosive materials in the same compartment as the phone, its parts or accessories.

For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including both installed or portable wireless equipment in the area over the air bag or in the air bag deployment area.

Aircraft

Switch off your phone before boarding an aircraft. The use of wireless telephones in an aircraft may be dangerous to the operation of the aircraft, disrupt the wireless telephone network and may be illegal. In the United States, FCC regulations currently prohibit using your Vertu phone while in the air.

Failure to observe these instructions may lead to suspension or denial of telephone services to the offender, or legal action or both.

Potentially explosive atmospheres

Switch off your phone when in any area with a potentially explosive atmosphere and obey all signs and instructions. Sparks in such areas could cause an explosion or fire resulting in bodily injury or even death.

You are advised to switch off the phone when at a refuelling point or service station. Observe restrictions on the use of radio equipment in fuel depots (fuel storage and distribution areas), chemical plants or where blasting operations are in progress.

Areas with a potentially explosive atmosphere are often but not always clearly marked. They include below deck on boats; chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles, such as grain, dust or metal powders; and any other area where you would normally be advised to turn off your vehicle engine.

Water resistance



**Your Vertu phone is not water resistant.
Keep it dry.**

If your Vertu phone is accidentally splashed with water, ensure you dry it completely before removing the back cover. Remove the battery and leave all parts to dry naturally. Do not apply heat.

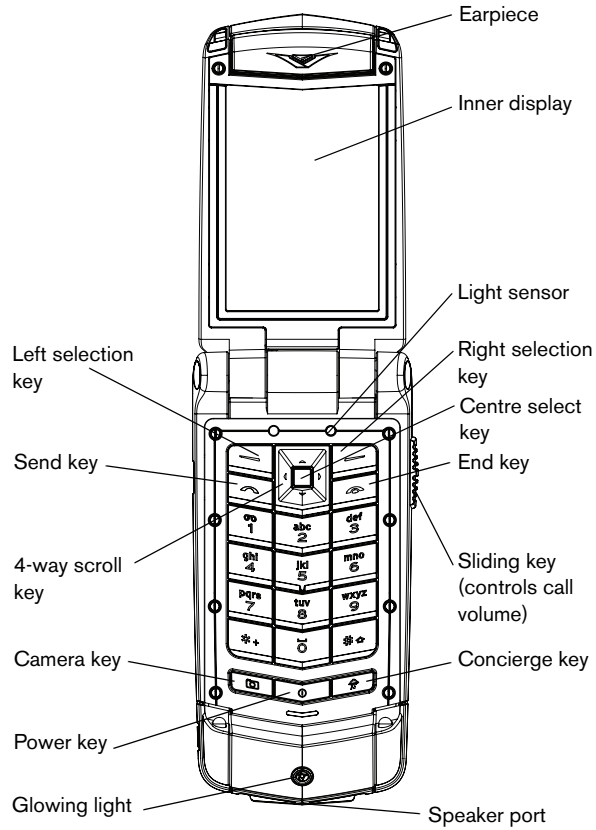
Never charge your Vertu phone when the connector at the bottom of the phone is damp or wet.

Chargers must only be used in dry conditions. They should never be used when damp or wet.

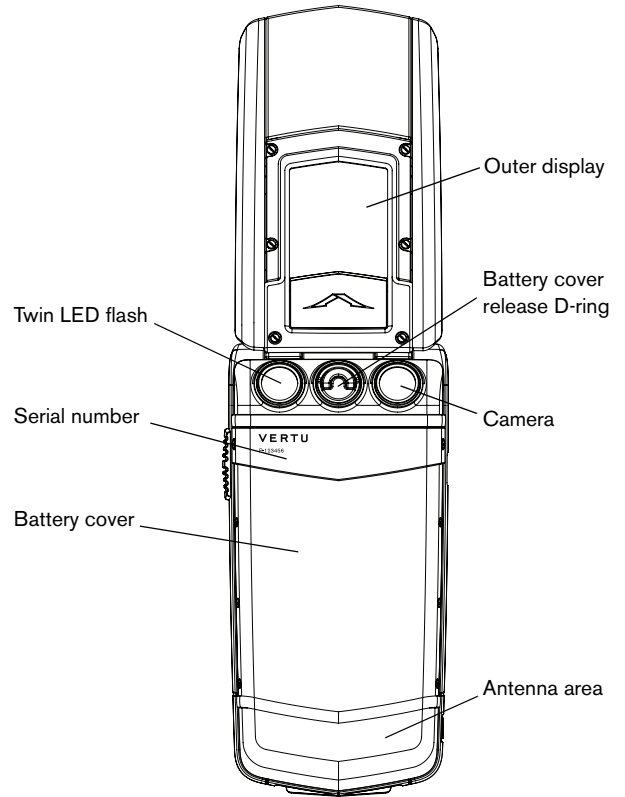


Make sure the interior of your Vertu phone and the back cover seals are dry, clean, and free of any foreign objects before you replace the back cover.

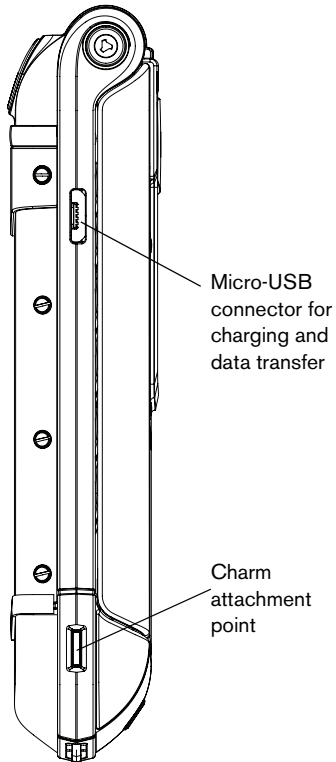
Your Vertu phone - front view



Your Vertu phone - back view

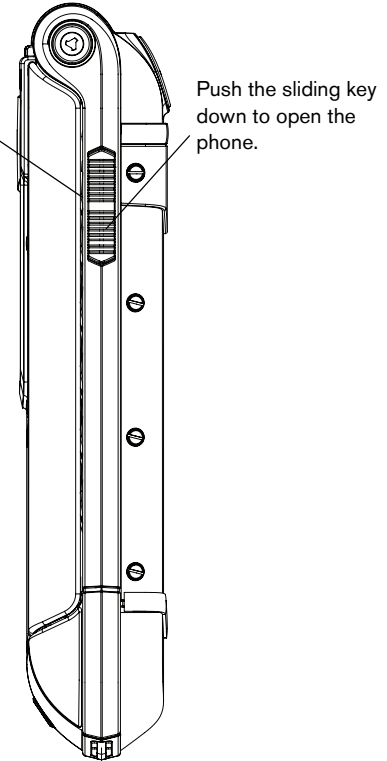


Your Vertu phone - side view 1



Your Vertu phone - side view 2

When the phone is closed, push the sliding key up to illuminate the outer display screen.



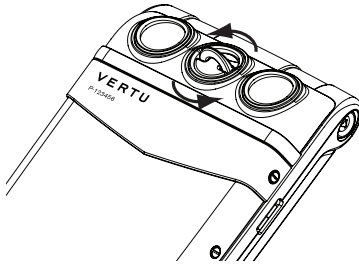
Inserting the SIM card and memory card



Always switch the phone off and disconnect the charger before touching the battery.

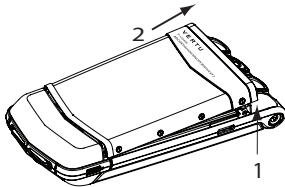
To insert the SIM card and memory card you have to first remove the battery cover and the battery to reveal the SIM compartment and memory card compartment.

Remove the battery cover



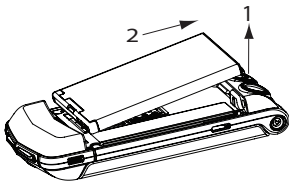
With the back of the Vertu phone facing you, lift the top half of the battery cover release D-ring with your finger nail.

Hold it between your thumb and forefinger and turn anticlockwise until the back cover pops open.



Raise the battery cover slightly (1) and then move the cover gently towards the top of the phone (2).

Remove the battery



Insert a fingernail under the battery and raise it up out of the battery compartment (1).

Remove the battery from the battery compartment (2).

Insert the SIM card

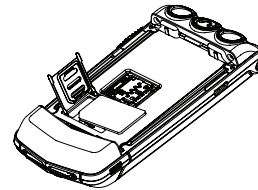


Always switch the phone off before inserting or removing the USIM/SIM card.

Keep SIM cards out of the reach of small children.

The SIM card and its contacts are easily damaged.

Be careful when handling, inserting or removing the SIM card.



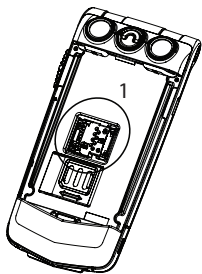
To open the SIM door, apply light pressure, and slide to the left. Move the door into a vertical position.

Place the SIM on the SIM contacts, aligning the slanted corners and ensuring that the SIM is seated properly.

Lay the SIM door on top of the SIM card, apply light pressure and slide to the right until it locks into place.

Insert the memory card

Be careful when handling, inserting or removing the memory card.

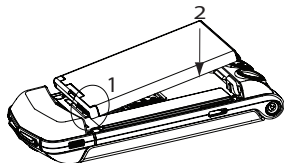


To open the memory card holder (1), apply light pressure, and slide to the left. Move the card holder into a vertical position.

Place the memory card in the card holder, aligning it with the diagram on the card holder.

Lay the card holder on top of the contacts, apply light pressure and slide to the right until it locks into place.

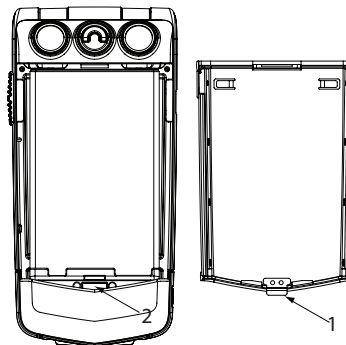
Replace the battery



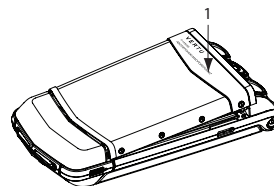
Insert the battery at an angle (1) so that the battery contacts align with the contacts in the battery compartment.

Lower the battery into the battery compartment (2) and ensure that the battery is seated correctly before replacing the battery cover.

Replace the battery cover



To replace the battery cover, carefully insert the internal clip (1) on the inside of the battery cover into the slot below the battery (2).

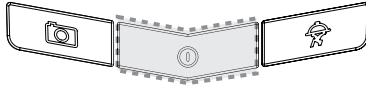


Lower the battery cover into position (1) until it clicks into place. The cover should close tightly using only light pressure.

Using your Vertu phone

To help you start using your Vertu phone as quickly as possible, please read the following information carefully.

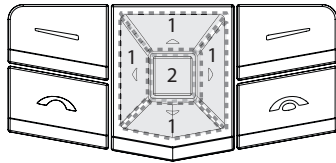
Switching your Vertu phone on and off



Press and hold the POWER key to switch your Vertu phone on or off.

The battery may not be fully charged when you first receive your Vertu phone. If a **Battery low** message is displayed when you first switch on your Vertu phone please see the Reference Manual on the CD for more information.

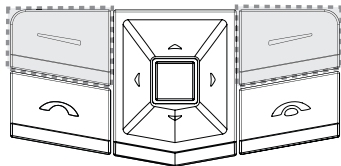
4-way scroll key and centre select key



The 4-WAY SCROLL key (1) enables you to move the cursor up, down, left and right around the display.

The CENTRE SELECT key (2) enables you to select a highlighted option or select the middle option at the bottom of the screen.

Selection keys

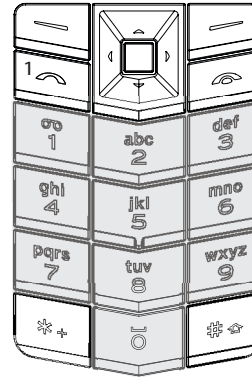


The SELECTION keys enable you to select the options displayed at the bottom of the display, directly above the keys.

Making a call



Check that you have a good signal and the battery is charged.



Use the NUMBER keys to enter the phone number you want to call.

Press the SEND key (1) to begin your call.



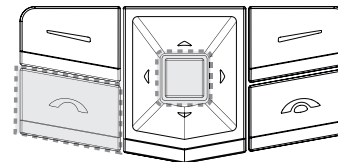
When calling international numbers, press the * * key twice to display a + sign.

Answering a call

When you receive an incoming call, a ringing tone is played and a call message is displayed. Your Vertu phone will also vibrate if you have set a vibrating alert.

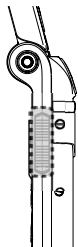
If the phone is closed, simply open it to answer a call. Push the sliding key down to open the phone.

You can also:



Press the SEND key to answer an incoming call or press the CENTRE SELECT key when you see **Answer** on the screen.

Adjusting listening volume



To change the earpiece volume while you are in a call, move the sliding key up or down.

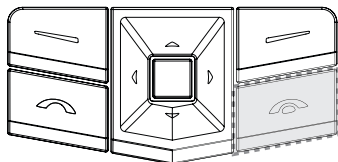


While in a call, you can use the speaker phone for a hands-free call. Use the **SELECTION** keys to press **Loudsp.** to switch to speaker phone.

Ending a call

Simply close the phone to end a call.

You can also:



Press the **END** key to end a call.

Rejecting a call

Press the Silence icon followed by the Reject icon on the outer display, or press the **END** key.

Using a headset

When you are using a headset you can answer a call from the outer display.

About your phone

This wireless device is approved for use on EGSM 900 MHz, GSM 850/1800/1900 MHz, and WCDMA Band I, II, V and VI. Contact your service provider for more information about networks.

When using the features in this device obey all laws and respect all local customs, privacy and legitimate rights of others, including copyrights.

Copyright protection may prevent some images, music and other content from being copied, modified or transferred.



To use any features in this device, other than the alarm clock, the device must be switched on. Do not switch the device on when wireless device use may cause interference or danger.

Remember to make back-up copies or keep a written record of all important information stored in your device.

To use a device you must have service from a wireless service provider. Some features are not available on all networks; other features may require that you make specific arrangements with your service provider to use them. Network services involve transmission of data. Check with your service provider for details about fees in your home network and when roaming on other networks. Your service provider can explain what charges will apply.

Your service provider may have requested that certain features be disabled or not activated in your device. If so, these features will not appear on your device menu. Your device may also have customized items such as menu names, menu order and icons.



Use only batteries, chargers and accessories approved by Vertu for use with this particular model. The use of any other types may invalidate any approval or warranty, and may be dangerous. In particular, use of unapproved chargers or batteries may present a risk of fire, explosion, leakage or other hazard.

For availability of approved accessories, please check with your dealer. When you disconnect the power cord of any accessory, grasp and pull the plug not the cord.

Battery

Your device is powered by a rechargeable battery. The battery intended for use with this device is a BL-4UV. Vertu may make additional battery models available for this device. This device is intended for use when supplied with power from an AC-31 charger.

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, replace the battery. Use only Vertu approved batteries and recharge your battery only with Vertu approved chargers designated for this device. Use of an unapproved battery or charger may present a risk of fire, explosion, leakage or other hazard.

If a battery is being used for the first time or if the battery has not been used for a prolonged period it may take several minutes before the charging indicator appears on the display or before any calls can be made.

Safe removal. Always switch the device off and disconnect the charger before removing the battery.

Proper charging. Unplug the charger from the electrical plug and the device when not in use. Do not leave a fully charged battery connected to a charger, since overcharging may shorten its lifetime. If left unused, a fully charged battery will lose its charge over time.

Avoid extreme temperatures. Always try to keep the battery between 15°C and 25°C (59°F and 77°F). Extreme temperatures reduce the capacity and lifetime of the battery. A device with a hot or cold battery may not work temporarily. Battery performance is particularly limited in temperatures well below freezing.

Do not short-circuit the battery. Accidental short-circuiting can occur when a metallic object such as a coin, clip, or pen causes direct connection of the positive (+) and negative (-) terminals of the battery (these look like metal strips on the battery). This might happen, for example, when you carry a spare battery in your pocket or purse. Short-circuiting the terminals may damage the battery and the connecting object.

Disposal. Do not dispose of batteries in a fire as they may explode. Dispose of batteries according to local regulations. Please recycle when possible. Do not dispose as household waste.

Leak. Do not dismantle, cut, open, crush, bend, deform, puncture or shred cells or batteries. In the event of a battery leak, prevent battery liquid contact with the skin or eyes. If this happens, flush the affected areas immediately with water or seek medical help.

Damage. Do not modify, remanufacture, attempt to insert foreign objects into the battery or immerse to expose it to water or other liquids. Batteries may explode if damaged.

Correct use. Use the battery only for its intended purpose. Improper battery use may result in a fire, explosion or other hazard. If the device or battery is dropped especially on a hard surface, and you believe the battery has been damaged, take it to a service centre for inspection before continuing to use it. Never use any charger or battery that is damaged. Keep your battery out of the reach of small children.

Vertu battery authentication guidelines

Always use original Vertu batteries for your safety. To check that you are getting an original Vertu battery, purchase it from a Vertu authorised service centre or dealer and inspect the holospot label using the following steps:

1. When you look at the holospot on the label you should see a Vertu symbol and three characters.



2. In the background you should see the unique holospot serial number.

Successful completion of these steps is not a total assurance of the authenticity of the battery. If you cannot confirm authenticity or if you have any reason to believe that your Vertu battery with the holospot on the label is not an authentic Vertu battery, you should refrain from using it and take it to the nearest Vertu authorised service centre or dealer for assistance.

Manufacturer's limited warranty

NOTE! This Limited Warranty does not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products.

Vertu provides this Limited Warranty to you who have purchased the Vertu product(s) included in the sales package ("Product").

Vertu warrants to you that during the warranty period Vertu or a Vertu authorized service company will in a commercially reasonable time remedy defects in materials, design and workmanship free of charge by repairing or, should Vertu in its discretion deem it necessary, replacing the Product in accordance with this Limited Warranty (unless otherwise required by law).

Warranty period

The warranty period starts at the time of Product's original purchase by the first end-user. The Product may consist of several different parts and different parts may be covered by a different warranty period (hereinafter "Warranty Period"). The different Warranty Periods are:

a) Twenty-four (24) months for the mobile device and twelve (12) months for accessories (whether included in the mobile device sales package or sold separately) other than the consumable parts and accessories listed in (b) and (c) below;

b) six (6) months for the following consumable parts and accessories batteries, chargers, cables and covers; and

c) ninety (90) days for the media on which any software is provided, e.g. CD-rom, memory card.

As far as your national laws permit, the Warranty Period will not be extended or renewed or otherwise affected due to subsequent resale, Vertu authorized repair or replacement of the Product. However, part(s) repaired or replacement product during the Warranty Period will be warranted for the remainder of the original Warranty Period or for sixty (60) days from the date of repair or replacement, whichever is longer.

How to get warranty service

If you wish to make a claim under this Limited Warranty, please return your Product or the affected part (if it is not the entire Product) to a Vertu authorized service company. You can call a Vertu call centre (national or premium rates may apply) for further details on how to make a claim. Information about Vertu authorized service companies and call centres can be found in the sales package, or at local Vertu web pages, where available.

Any claim under this Limited Warranty is subject to you notifying Vertu or a Vertu authorized service company of the alleged defect within a reasonable time of it having come to your attention and in any event no later than before the expiry of the Warranty Period.

When making a claim under this Limited Warranty you will be required to provide:

a) the Product (or the affected part) and

b) the original proof of purchase, which clearly indicates the name and address of the seller, the date and place of purchase, the product type and the IMEI or other serial number.

What is not covered?

1. This Limited Warranty does not cover user manuals or any third party software, settings, content, data or links, whether included or downloaded in the Product, whether included during instalment, assembly, shipping or at any other time in the delivery chain or otherwise and in any way acquired by you. Vertu does not warrant that any Vertu software will meet your requirements, will work in combination with any hardware or software provided by a third party, that the operation of any software will be uninterrupted or error free or that any defects in the software are correctable or will be corrected.

2. This Limited Warranty does not cover a) normal wear and tear (including, without limitation, wear and tear of camera lenses, batteries or displays), b) defects caused by rough handling (including, without limitation, defects caused by sharp items, by bending, compressing or dropping, etc.), or c) defects or damage caused by misuse of the Product, including use that is contrary to the instructions provided by Vertu (e.g. as set out in the Product's user guide) and/or e) other acts beyond the reasonable control of Vertu.

3. This Limited Warranty does not cover defects or alleged defects caused by the fact that the Product was used with, or connected to, any product, accessory, software and/or service not manufactured, or supplied by Vertu or was used otherwise than for its intended use. Defects can be caused by viruses from your or from a third party's unauthorised access to services, other accounts, computer systems or networks. This unauthorised access can take place through hacking, password mining or through a variety of other means.

4. This Limited Warranty does not cover defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified.

5. This Limited Warranty is not enforceable if the Product has been opened, modified or repaired by anyone other than an authorized service centre, if it is repaired using unauthorised spare parts or if the Product's serial number, the mobile accessory date code or the IMEI number has been removed, erased, defaced, altered or are illegible in any way and this shall be determined in the sole discretion of Vertu.

6. This Limited Warranty is not enforceable if the Product has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products.

Other important notices

A third party, independent operator provides the SIM card and cellular and/or other network or system on which the Product operates. Therefore, Vertu will not accept responsibility under this warranty for the operation, availability, coverage, services or range of the cellular or other network or system. Before Vertu or Vertu authorized service company can repair or replace the Product the operator may need to unlock any SIM-lock or other lock that may have been added to lock the Product to a specific network or operator. In such situations kindly contact first your operator to unlock the Product.

Please remember to make back-up copies or keep written records of all important content and data stored in your Product, because content and data may be lost during repair or replacement of the Product. Vertu, in a manner consistent with the provisions of the section entitled "Limitation of Vertu's Liability" below, shall not under any circumstances be liable, either expressly or impliedly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of, content or data during repair or replacement of the Product.

All parts of the Product or other equipment that Vertu has replaced shall become the property of Vertu. If the Product is found not to be covered by the terms and conditions of this Limited Warranty, Vertu and its authorized service companies reserve the right to charge a handling fee. When repairing or replacing the Product, Vertu may use products or parts that are new, equivalent to new or re-conditioned.

Your Product may contain country specific elements, including software. If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.

Limitation of Vertu's liability

This Limited Warranty is your sole and exclusive remedy against Vertu and Vertu's sole and exclusive liability in respect of defects in your Product. This Limited Warranty replaces all other Vertu warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose. However, this Limited Warranty shall neither exclude nor limit i) any of your legal (statutory) rights under the applicable national laws or ii) any of your rights against the seller of the Product.

To the extent permitted by applicable law(s) Vertu does not assume any liability for loss of or damage to or corruption of data, for any loss of profit, loss of use of Products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage.

To the extent permitted by applicable law, Vertu's liability shall be limited to the purchase value of the Product. The above limitations shall not apply in case of gross negligence or intentional misconduct of Vertu or in case of death or personal injury resulting from Vertu's proven negligence.

NOTE! Your Product is a sophisticated electronic device. Vertu strongly encourages you to familiarize yourself with the user guide and instructions provided with and for the Product.

Please also note that the Product might contain high precision displays, camera lenses and other such parts, which could be scratched or otherwise damaged if not handled very carefully.

Vertu
Keilalahdentie 2-4
FIN-02150 Espoo
Finland

SAR Notice – RM-389V

YOUR VERTU PHONE (MODEL: CONSTELLATION, TYPE: RM-389V, FCC ID: P7QRM-389V) MEETS GUIDELINES FOR EXPOSURE TO RADIO WAVES

Your Vertu phone is a radio transmitter and receiver. It is designed not to exceed the limits for exposure to radio waves recommended by international guidelines. These guidelines were developed by the independent scientific organization ICNIRP and include safety margins designed to assure the protection of all persons, regardless of age and health.

The exposure guidelines for mobile devices employ a unit of measurement known as the Specific Absorption Rate or SAR. The SAR limit stated in the ICNIRP guidelines is 2.0 watts/kilogram (W/kg) averaged over ten grams of tissue. Tests for SAR are conducted using standard operating positions with the device transmitting at its highest certified power level in all tested frequency bands. The actual SAR level of an operating device can be below the maximum value because the device is designed to use only the power required to reach the network. That amount changes depending on a number of factors such as how close you are to a network base station. The highest SAR value under the ICNIRP guidelines for use of the device at the ear is 0.41 W/kg.

This phone meets RF exposure guidelines when used either in the normal use position against the ear or when positioned at least 1.5cm (5/8 inch) away from the body. When a carry case, belt clip or holder is used for body-worn operation, it should not contain metal and should position the phone the above-stated distance away from your body.

In order to transmit data files or messages, this device requires a good quality connection to the network. In some cases, transmission of data files or messages may be delayed until such a connection is available. Ensure the above separation distance instructions are followed until the transmission is completed.

Use of device accessories and enhancements may result in different SAR values. SAR values may vary depending on national reporting and testing requirements and the network band. Additional SAR information may be provided under product information at www.vertu.com.

USA and Canada: Your mobile device is also designed to meet the requirements for exposure to radio waves established by the Federal Communications Commission (USA) and Industry Canada. These requirements set a SAR limit of 1.6 W/kg averaged over one gram of tissue. The highest SAR value reported under this standard during product certification for use at the ear is 0.60 W/kg and when properly worn on the body is 0.71 W/kg. Information about this device model can be found at <https://federalregister.gov/doc/2009/02/02/2451811/eas-reports/GenericSearch.cfm> by searching the equipment authorization system using FCC ID: P7QRM-389V.

Declaration of conformity

We, Vertu declare under our sole responsibility that the product, Model Constellation, type **RM-389V** is in conformity with the provision of the following Council Directive: 1999/5/EC.

A copy of the Declaration of Conformity can be found at <http://www.vertu.com>

CE0168

Notices

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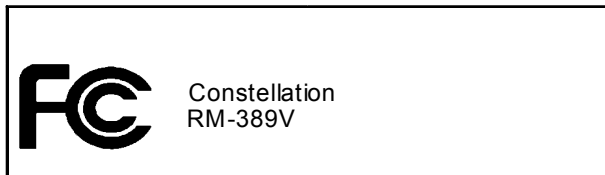
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Your Vertu phone may contain commodities, technology, or software exported from the United States in accordance with the Export Administration regulations. Diversion contrary to U.S. law is prohibited.

FCC/Industry Canada notice

Your Vertu phone may cause TV or radio interference (for example, when using a phone in close proximity to receiving equipment). The FCC or Industry Canada can require you to stop using your phone if such interference cannot be eliminated. If you require assistance, contact Vertu Concierge. 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.

Note: Vertu is not responsible for any radio or TV interference caused by unauthorized modifications to this equipment. Such modifications could void your authority to operate the equipment.



EU recycling notice

Vertu will comply with European Community requirements for the recycling of Waste Electrical & Electronic Equipment (WEEE).

This compliance is indicated by the addition of the following symbol to Vertu's products where appropriate.



The symbol indicates that the product was put onto the market after the WEEE legislation was implemented and that the consumer should not dispose of the item in normal household waste, but that it should be appropriately recycled.

Should you wish Vertu to recycle your product at the end of its life, please either return it to the point from which you purchased your product (if known) or return it to Vertu's headquarters.

Alternatively, should you purchase a replacement product from another supplier, the new supplier is obligated to take back the product that is being replaced and recycle it appropriately.

Background information on the European WEEE directive is available from www.europa.eu.int/



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October 1996

April 1997

October 2000

Vertu Concierge Terms and Conditions

These terms and conditions apply to Nokia Corporation, a company validly organised and existing under the laws of Finland, with business identity code 0112038-9, having registered address at Keilalahdentie 4, 02150 Espoo, Finland, only when trading as Vertu ("Vertu").

1. Vertu Concierge

As a registered member of Vertu Concierge ("VC") provided by Vertu and its associated companies ("Vertu"), you ("you") agree to abide by these Terms and Conditions (the "Terms and Conditions"), and when ordering anything through VC from a supplier of products and services (a "Supplier") you agree that the Terms and Conditions shall apply to your order.

2. Membership Information

You are obliged to provide correct details when you register for membership of VC and your failure to do so may invalidate your membership and any subsequent transaction. Your responsibility to provide accurate information is a continuing obligation and you must notify Vertu in the event that any information provided by you in the course of registration changes.

3. Subscription

Initial and ongoing subscription fees, if applicable, are due at the time of initial subscription and annually thereafter (the "Renewal Date") unless you notify Vertu of your intention not to renew. Payment must be made annually in advance and may be made using any major credit/debit and charge cards. Your subscription fee is non refundable, however, Vertu may at its sole discretion elect to refund any subscription fee in whole or in part depending on the circumstances relating to the cancellation of any subscription. You authorise Vertu to deduct renewal subscription fees from your credit card up to 28 days prior to your Renewal Date. If Vertu does not hold your payment details you will be contacted directly to renew your subscription. Subscription fee rates will be notified to you from time to time and the subscription fee payable will be the subscription fee in force at the time of the Renewal Date.

You agree that you will only use your VC membership for the purposes for which it is issued.

4. VC Services

As a member of VC, you are entitled to all of the products and services as advised by us from time to time as approved by the relevant product/service Supplier.

5. Services Subject to Change

As a member, note that:

- > *Services are subject to availability and may change from time to time;*
- > *Suppliers may change from time to time;*
- > *Suppliers may impose their own terms and conditions and you are required to comply with these at all times.*

6. Payment for Services

Please note that some Suppliers may charge you a deposit, entry fee or other sum for the services they provide. You will be solely liable for payment of any such sums. At your request Vertu will authorise Suppliers to debit your nominated credit/debit or charge card in order for you to take advantage of their services.

7. Availability of Services

Vertu aims to ensure that the services remain available at all times and will use reasonable endeavours to ensure that you receive the most from your membership. If any of the services become unavailable, we will do all we can to ensure that prior commitments are honoured to the fullest extent possible, but shall not be responsible for any actions of Suppliers outside Vertu's reasonable control. From time to time the procurement or provision of certain services may incur a VC handling charge of which you will be notified - in these cases you hereby authorise Vertu to debit your nominated credit/debit or charge card with any such handling charges. Unless otherwise agreed by the Supplier, you shall not be entitled to cancel any services requested where, on your instructions, performance has already begun.

8. Right of Withdrawal

Vertu reserves the right to withdraw any service that may be offered and/or to refuse to supply any service requested.

9. Requests

If Vertu is unable to deal with any request, it will inform you as soon as reasonably practicable.

10. Dealing with VC Suppliers

Suppliers are responsible for providing you with the goods and services you select. Vertu will assist you in any way it can in all of your dealings with Suppliers.

11. Personal Membership

VC membership is personal to the registered Vertu phone user. You are responsible for ensuring that no one (other than your personal assistant, where applicable) uses your membership to access membership services and benefits.

12. Cancellation of Membership

Vertu reserves the absolute right to cancel or suspend your membership (at its sole discretion) for any reason whatsoever. If Vertu cancels your membership it shall refund the balance of the annual subscription fee, if any, on a time apportionment basis in respect of the unexpired period to which the annual subscription fee applies.

13. Changes to Terms and Conditions

Vertu may vary these Terms and Conditions from time to time. Vertu will notify you of any changes in a timely manner. Notification will be by some or all of the following media:

- > *newsletter*;
- > *mail*;
- > *e-mail or other personal delivery service*.

14. Payment Details

If we do not have your credit/debit or charge card details we may not be able to provide or procure those benefits, goods or services that require payment.

You may only make transactions using VC during your period of membership. When ordering a product or service you will be required to provide your credit/debit or charge card details. You undertake that all details you provide to us for the purpose of booking, ordering or purchasing goods or services are correct, that the credit/debit or charge card you are using is your own and that there are sufficient funds to cover the cost of the product or the service.

15. Supply of Details

Vertu may pass on your credit/debit or charge card and any other essential booking details to its agents, employees, subcontractors and Suppliers, and you consent to us passing on such details to deal with your orders. You must inform Vertu as soon as possible of any changes to the details supplied by you.

16. Payments Due

The purchase price of all products and services obtained through VC is due for payment on acceptance of your order by Vertu and/or a Supplier, as applicable.

17. Delivery

By placing your order for a product or service through VC you agree that the time taken for delivery or performance shall be as stipulated when the purchase is made. We want you to get your order as soon as possible. If delivery or performance will take longer than the time set out (or the product or services are unavailable), the Supplier (or Vertu acting for the Supplier) will notify you of this at the earliest opportunity and you will have the unequivocal right to withdraw your order and receive a full refund.

18. Limited Warranty

Vertu warrants to you that Vertu shall use its reasonable endeavours to provide the VC services with reasonable care and skill and, as far as reasonably possible, in accordance with your request and instructions from time to time. Where Vertu supplies you with any goods or services supplied by a third party, then Vertu is acting as your agent in sourcing the goods or services. Vertu will use reasonable care in selecting the Supplier and ensuring the order is placed in accordance with your wishes. For the avoidance of doubt, Vertu does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the VC services. You are deemed to be responsible for, and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of services or sale of goods.

19. Vertu as Agent

Your contract for the purchase of products or services is made with the relevant Supplier only. Vertu acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.

20. Disclaimers

Vertu will not be responsible for products and services offered by Vertu as agents for the Suppliers or for any aspect of the relationship between you and any particular Supplier. Vertu will however do everything it reasonably can to assist you in any dealings you have with the Supplier.

You agree that any contract entered into by you with any of the Suppliers is an independent contract. Vertu hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier whether or not arranged through VC.

21. Limitation of Liability

Vertu accepts no liability for any losses or claims arising from any inability to contact VC or any failure to complete a transaction.

Save in respect of death and personal injury caused by the negligence of Vertu or as expressly provided for in these Terms and Conditions, Vertu shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or your reliance upon the information and suggestions provided by Vertu hereunder and the resulting supply of goods and services to you by any third party.

Vertu shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of you.

Vertu shall not be liable to you or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Vertu's obligations in relation to the VC services, if the delay or failure was due to any cause beyond Vertu's reasonable control.

Except in respect of death and personal injury caused by the negligence of Vertu and subject to the provisions of these Terms and Conditions, Vertu's maximum liability to you for breach of any of its obligations hereunder shall be limited to the value of the annual subscription fee, if any, and the relevant charge for the VC services to be provided.

The limitations of liabilities set out herein apply only to the maximum extent permitted by law.

22. Governing Law and Arbitration of Disputes

Any and all claims, except claims for monies due to Vertu, arising out of or relating to the use of VC must be commenced within one (1) year after the date either you or Vertu knew or should have known of the facts giving rise to such claim, after which such actions shall be barred. If acceptance of your membership request or a particular service request takes place within Europe, Middle East or Africa, the governing law shall be Finnish law. All disputes arising out of or in connection with these Terms and Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in London, England in the English language. The arbitration decision shall be final and binding. Provided that the parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgment or order obtained from the courts of England and Wales.

If acceptance of your membership request or a particular service request takes place within Asia Pacific, the governing law of these Terms and Conditions shall be Singapore law. All disputes arising from or connected to these Terms and Conditions shall be settled finally and exclusively in Singapore under the Rules of the Singapore International Arbitration Centre (SIAC Rules). The arbitration shall be conducted in English in Singapore. The award shall be final and binding on both parties. Provided that the parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing the arbitral award.

If acceptance of your membership request or a particular service request takes place within the Americas region, all disputes and matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§1 et. seq.). Except to the extent governed by applicable U.S. federal law, any transactions with VC and its Suppliers shall be governed by the laws of the State of Texas, excluding its conflict of law rules. Any and all claims, except claims for monies due to Vertu, arising out of or relating to your membership and use of VC shall be barred unless an action or legal proceeding is commenced within eighteen (18) months after the date you or Vertu knew or should have known of the facts giving rise to such claim. Any dispute relating in any way to your membership and use of VC and any orders placed through VC, shall be submitted (together with any counterclaims and disputes under or in connection with other transactions and/or agreements between you and Vertu) to final and binding, confidential arbitration to the Dallas, Texas office of the American Arbitration Association (the "AAA"), with such arbitration to be held in Dallas County, Texas, except that, to the extent you have in any manner violated or threatened to violate any Vertu or Vertu affiliates' or licensors' intellectual property rights, Vertu may seek injunctive or other appropriate relief in any state or federal court in the state of Texas or, at Vertu's option, any other appropriate state or country, and you consent to exclusive jurisdiction and venue of such court. Arbitration under these Terms and Conditions shall be conducted under the then prevailing Wireless Industry Arbitration Rules of the AAA (except as such rules may be modified by the terms of these Terms and Conditions), unless otherwise agreed in writing by the parties and shall be heard by a single arbitrator. Subject to any terms contained in these Terms and Conditions limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including without limitation

equitable relief, provided that no award of exemplary, special, consequential or punitive damages shall be permitted. The prevailing party, as determined by the arbitrator, shall pay the AAA arbitration fees and the arbitrator's fees and expenses, as applicable. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. To the fullest extent permitted by applicable law, the arbitration shall be conducted on an individual, not a class-wide basis, and no arbitration under these Terms and Conditions shall be consolidated with or joined to an arbitration involving any other person or entity, whether through class arbitration proceedings or otherwise, without the prior written consent of you and Vertu.

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June 2009

