



English



## Health and safety information



**WARNING: Read the following simple guidelines. Not following them may be dangerous or illegal.**

### General

- Do not attempt to dismantle the phone or any of its accessories. Only qualified service personnel should repair your Vertu phone and its accessories.
- Do not touch the phone, battery or wall charger with wet hands.
- Keep your Vertu phone, and all parts and accessories, out of the reach of small children and pets. The SIM card and other small parts could present a choking hazard.
- Use only batteries 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.
- The bundled battery and wall charger are only for use with your Vertu phone. Do not use this battery or charger with any other device.
- Before connecting your Vertu phone to another device, read the supporting documentation to confirm that the other device is compatible.

### Operating environment

- Observe all local safety regulations regarding the use of mobile phones while driving.
- Pull off the road and park before making or answering a call.
- Do not stop on the hard shoulder of a motorway to answer or make a call, except in an emergency.
- If using an integrated handsfree device, make sure the phone is securely placed in its holder.
- Do not place the phone on the passenger seat or where it can break loose during a collision or sudden stop.

- Only qualified personnel should install the device in a vehicle. Faulty installation or service may be dangerous. For more information, consult your vehicle manufacturer or representative.
- Vehicle air bags inflate with great force. Do not place objects, including either installed or portable wireless equipment, in the area over the airbag or in the airbag deployment area.
- Switch off your Vertu phone when refuelling.
- Do not handle your Vertu phone when operating machinery.
- Switch your Vertu phone off if you are entering a hospital or health care facility. Medical equipment may be affected by phone usage.
- Switch your Vertu phone off when travelling on an aircraft. The phone signal may interfere with systems in the aircraft. You are legally bound to comply with this recommendation.
- Switch your Vertu phone off in any facility where posted notices prohibit phone usage. Always follow building regulations governing phone usage.
- Switch your Vertu phone off when blasting is in progress, and observe all provided guidelines and regulations.
- Switch your Vertu phone off in areas with potentially explosive atmospheres, such as fuel storage areas and spray paint facilities.
- Keep your Vertu phone away from fuel and chemicals.

### Electronic devices

- If you wear a pacemaker, or are in the company of someone who does, you should be aware that there is a small risk of mobile phone usage interfering with the operation of the pacemaker. You should contact your doctor, or the manufacturer of the pacemaker, for more information. If you have any reason to suspect that interference is taking place, switch off your phone immediately.
- Persons with pacemakers should keep the phone more than 15 cm (6 inches) from their pacemaker when the phone is switched on.
- Persons with pacemakers should not carry the phone in a breast pocket.
- Persons with pacemakers should use the ear opposite the pacemaker to minimise the potential for interference.



- Mobile phone usage may interfere with some hearing aids. If this happens, you should contact your service provider or doctor for further information.
- Mobile phone usage may interfere with the functionality of inadequately shielded medical devices. Consult a physician or the manufacturer of the device to ensure safe procedures are used.
- Mobile phone usage may interfere with the functionality of any inadequately shielded electronic system in a motor vehicle. Examples include airbags and fuel injection systems. You should contact the manufacturer of the vehicle or system to ensure that the system is properly shielded.

### **Battery safety**

- Stop using the battery if you detect any abnormalities, such as odour, discolouration or heat during use, charging or storage.
- Do not use your Vertu phone with a damaged battery.
- Do not short-circuit the battery. Accidental short-circuiting can occur when a metallic object causes a direct connection between the + and - terminals of the battery.
- Do not touch the battery terminals.
- Do not leave the battery in areas of extreme cold or heat.
- Do not store your Vertu phone in, or near, direct heat sources such as radiators. This could cause the battery to overheat and explode.
- Never soak the battery in water or any other liquid.
- Never attempt to open the battery. The battery contains substances that may be harmful if swallowed or allowed to come into contact with unprotected skin.
- In the unlikely event of a battery leak, take care to keep the battery discharge away from your eyes and skin. If the leakage does come into contact with eyes or skin, flush thoroughly with clean water and consult a doctor.
- Do not dispose of the battery in a fire.
- Do not dispose of the battery in a regular waste container. The battery contains toxic chemicals and must be disposed of appropriately. Contact your local authorities for more information.

### **Wall charger safety**

- Do not use a damaged or worn charger. The use of a damaged or worn charger could result in electric shock, burns or fire.
- Do not bend or twist the cable of the charger.
- Do not pull on the connected data cable in order to remove the charger plug from a socket. Grasp the plug directly when unplugging the charger to avoid causing any damage to the cable.
- Do not touch the pins of the plug when connecting or disconnecting it from a power source.
- Never charge your Vertu phone when the connection point is damp or wet.
- Chargers must only be used in dry conditions. They should never be used when damp or wet.
- Do not place heavy objects on the charger.
- When the charger is not in use, disconnect it from the power source.



## Care and maintenance

Your Vertu products have been crafted from some of the finest materials and care should be taken to keep them in good condition. Damage caused to your Vertu phone by failing to observe these care instructions is not covered by the warranty.

### General

- Always use your Vertu phone in the intended manner. Incorrect usage may affect performance.
- To avoid permanent damage to your Vertu phone, use only Vertu approved batteries and accessories.
- The bundled battery and wall charger are only for use with your Vertu phone. Do not use this battery or charger with any other device. This could cause permanent damage to the device, battery or charger.
- Use only batteries and accessories approved by Vertu for use with this particular model.
- Before connecting your Vertu phone to another device, read the supporting documentation to confirm that the other device is compatible.
- Keep your Vertu phone, and all parts and accessories, out of the reach of small children and pets.
- Do not allow your Vertu phone, battery or accessories to come into contact with liquids or moisture. If your Vertu handset accidentally gets wet, dry it completely with a soft, absorbent cloth before removing the back cover. Remove the battery and leave all parts to dry naturally. Do not apply heat.
- Do not use or store your Vertu phone in dusty or dirty locations.
- Do not use or store your Vertu phone in hot or cold areas.
- Do not open your Vertu phone unless absolutely necessary. Before replacing the back cover, ensure that the interior of the phone and the back cover seals are dry, clean, and free of any foreign objects.
- Do not mishandle or abuse your Vertu phone.
- Do not apply paint or other such substances to your Vertu phone.

- Interference may affect the performance of your Vertu phone. This is normal and the phone should operate as normal once you move away from the source of the interference.
- If your Vertu phone, or any of the accessories, are not working as they should, please consult your dealer. They can provide you with the expert assistance you require.
- Do not attempt to disassemble your Vertu phone. Only Vertu authorised personnel should service the phone.
- Only use a soft, clean cloth to clean your Vertu phone. Do not use chemicals, detergents, abrasive substances, or any liquids. Use a cotton swab to clean the camera lens.

### Battery

- Do not leave the battery connected to the charger and power source for longer than necessary. This will result in repeated short charging, which will reduce battery performance and lifespan. Please disconnect the charger when the battery is full.
- Do not leave the battery in areas of extreme cold or heat. This could affect the performance and lifetime of the battery. A device with a hot or cold battery may not work temporarily. The battery has optimum performance in an ambient temperature of between +15 °C (+59 °F) and +25 °C (+77 °F)
- Only remove the battery with the phone switched off.

### Ceramics and sapphire

Ceramics and sapphire are very hard materials, but are also brittle and can be scratched by harder materials or objects. They can also be damaged if dropped.

- Avoid contact between your Vertu phone and hard materials such as diamond jewellery, nail files, abrasives, and mineral crystals.
- Do not drop or knock your Vertu phone on hard surfaces.
- Avoid repeated rubbing of your Vertu phone against hard surfaces.



## Leather

All Vertu leather products are made by expert craftsmen. Each leather hide is unique and has natural markings which should be considered part of the individuality of fine leather. All leather can be damaged and should be treated with care.

- Avoid exposing your Vertu phone to water and high humidity.
- Avoid dropping, knocking or rubbing your Vertu phone on hard surfaces.
- Do not expose your Vertu phone to extreme temperatures.
- Avoid contact between your Vertu phone and oily substances, make-up and solvents.

## Metal

Vertu metals are finished to a high standard and care needs to be taken to maintain their appearance.

- Avoid contact between your Vertu phone and chemicals such as solvents, alkaline and acid solutions, cola-based drinks and salt water. If contact occurs, wipe with a clean, soft cloth as soon as possible.
- Avoid contact between your Vertu phone and sharp objects.
- Avoid dropping or knocking your Vertu phone on hard surfaces.
- Do not use metal polishes on your Vertu phone.

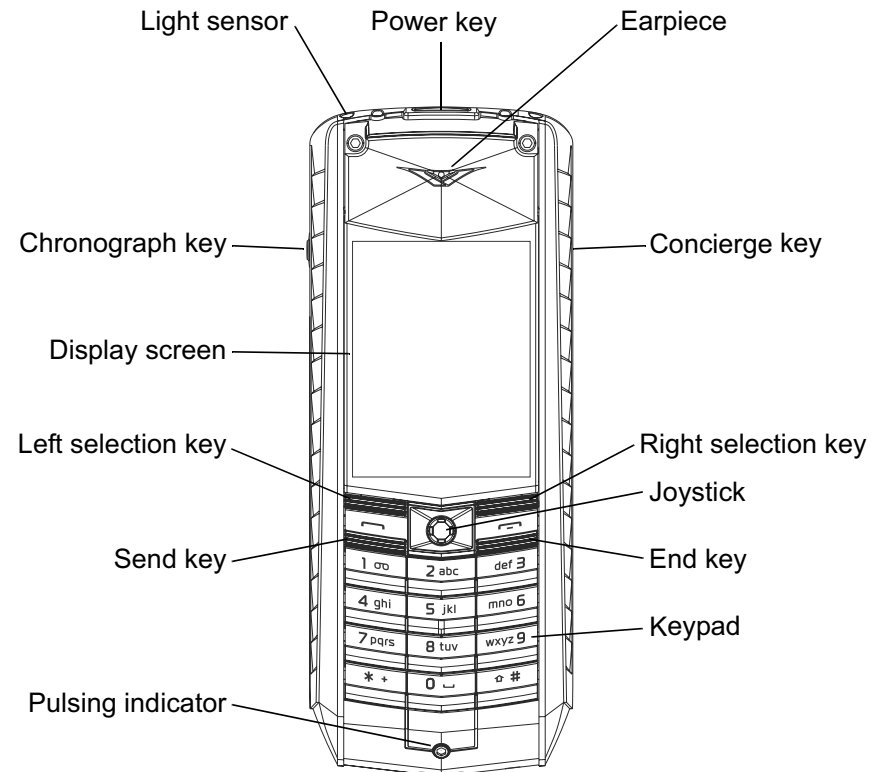
## Rubber

- Avoid direct exposure to strong light, heat and humidity
- Avoid contact with dark coloured or heavily dyed materials (such as PVC, polyester and denim) as the colour may transfer to the rubber.
- Should you find that the rubber has attracted surface dirt, this can, in some instances, be removed by gently rubbing with a soft, light coloured damp cloth.

## Getting started with your Vertu phone

For detailed information about using your Vertu phone, see the User Guide.

### Front view







## Inserting the SIM card and battery



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

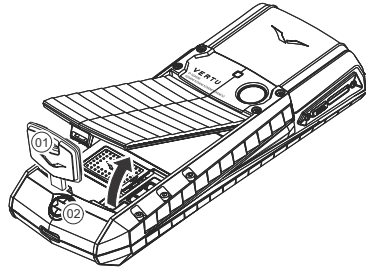


**WARNING:** Keep SIM cards and the back cover release key out of the reach of small children.



**IMPORTANT:** The SIM card and its contacts are easily damaged. Be careful when handling, inserting or removing the SIM card.

## Removing the back cover



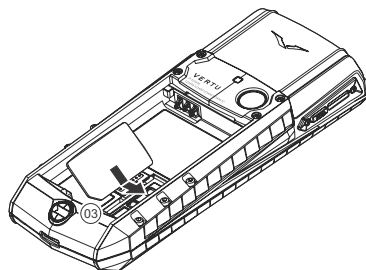
With the back of your Vertu phone facing you, position the back cover release key (01) into the slot of the locking screw (02).

Turn the locking screw (02) a quarter of a turn anticlockwise, and gently lift off the back cover as shown.

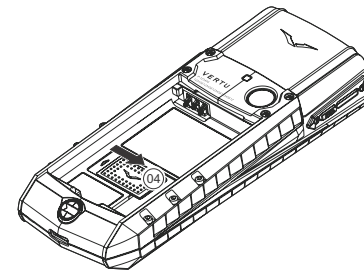
## Inserting the SIM card



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

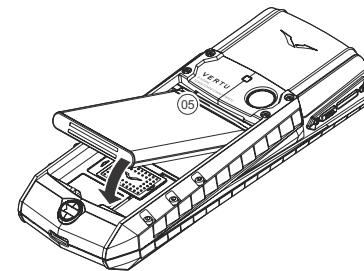


Insert the SIM card into the SIM card compartment, ensuring that the bevelled corner (03) is located bottom right and the gold contact area is facing downwards.



Slide the locking mechanism (04) over the SIM card to hold it in place.

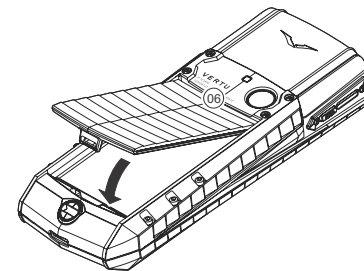
## Inserting the battery



Position the battery so that the contacts align with the contacts in the battery compartment (05).

Ensure that the battery and SIM card are seated correctly before replacing the back cover.

## Replacing the back cover



To replace the back cover, locate the internal clip (06) first.

Lower the back cover into position until it clicks into place. The cover should close tightly using only light pressure.



## Setup Wizard

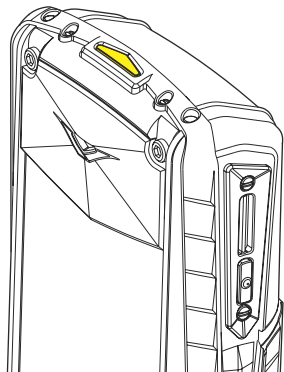
When you switch on your Vertu phone for the first time you will be guided through certain setup options by the Vertu Setup Wizard. This enables you to quickly and easily set up the following functions:

- Accurate date and time.
- Home location.
- Joystick shortcuts.
- Font size.
- Bluetooth name.
- Phone registration.



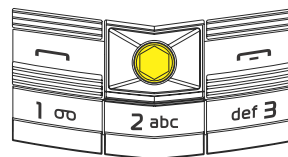
**NOTE:** During the Setup Wizard you will be asked to give permission for automatic network connections, and whether you accept the related data charges. If you do, your Vertu phone will automatically adjust to regional time variations and will also receive locally customised Vertu Feeds where available.

## Switching your Vertu phone on and off



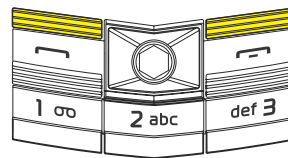
Press and hold the Power key to switch your Vertu phone on or off.

## The joystick



The joystick enables you to move the cursor around the display screen in any direction.

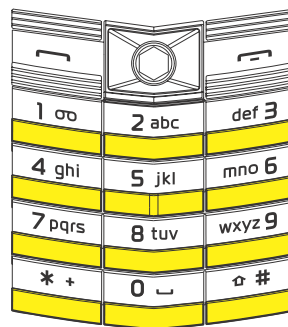
## Selection keys



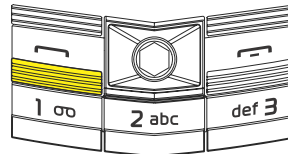
The selection keys enable you to select the options shown at the bottom of the display screen, directly above the keys.

## Calls

To make a call:



1. Using the keypad, enter the phone number to call.

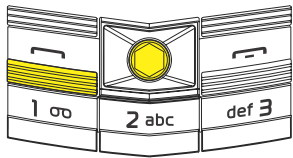


2. Press the Send key.



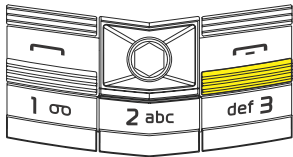


To answer an incoming call:



Press the Send key or select **Answer**.

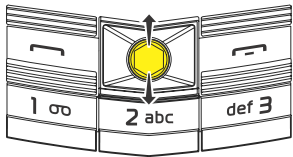
To reject an incoming call:



Press the End key.

To end a call, press the End key.

To adjust the volume while in a call:



Move the Joystick up to increase the volume, and down to decrease the volume.

## 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.

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 customised items such as menu names, menu order and icons.

To use any features in this device other than the alarm clock, the device must be switched on.

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.

Content owners may use different types of digital rights management (DRM) technologies to protect their intellectual property, including copyrights. This device uses various types of DRM software to access DRM-protected content. With this device you can access content protected with WMDRM 10 and OMA DRM 2.0. If certain DRM software fails to protect the content, content owners may ask that such DRM software's ability to access new DRM-protected content be revoked. Revocation may also prevent renewal of such DRM-protected content already in your device. Revocation of such DRM software does not affect the use of content protected with other types of DRM or the use of non-DRM-protected content.

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



## Battery

Your device is powered by a rechargeable battery. The battery intended for use with this device is a BL-5C. Vertu may make additional battery models available for this device. This device is intended to be charged using 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.

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.

### Vertu battery authentication guidelines

For your safety, always use original Vertu batteries. 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, similar to those shown below.



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 purchasers of the Vertu product(s) included in the sales package ("Product").

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

### Warranty period

The warranty period starts at the time of the 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 batteries, chargers, cables and covers; and
- c. ninety (90) days for media on which any software is provided, e.g. CD-ROM.

As far as your national laws permit, the warranty period will not be extended or renewed or otherwise affected due to subsequent resale, or Vertu authorised repair or replacement of the Product. However, part(s) repaired or replaced 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 authorised service company. You can call a Vertu customer services (national or premium rates may apply) for further details on how to make a claim. Information about service companies authorised by Vertu 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 authorised 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 installation, assembly or 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 battery being short-circuited, the seals of the battery enclosure or cells being broken or tampered with, or the battery being used in equipment other than that 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 authorised service centre, if it has been 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 is illegible in any way. This shall be determined at the sole discretion of Vertu.
6. This limited warranty is not enforceable if the Product has been exposed to moisture, dampness, extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, spillage of food or liquid, or chemical products.



## Other important notices

A third party, independent service provider 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 a Vertu authorised service company can repair or replace the Product, the service provider may need to remove any SIM lock or other lock that may have been added to lock the Product to a specific network or operator. In such situations, please contact your service provider 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 **Limitation of Vertu's liability**, shall not under any circumstances be liable, either expressly or implied, 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 authorised 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, 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 by 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 familiarise yourself with the User Guide and instructions provided with and for the Product.



**NOTE:** The Product may 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-589V

YOUR VERTU PHONE (MODEL: ASCENT X, TYPE: RM-589V, FCC ID: P7QRM-589V) MEETS GUIDELINES FOR EXPOSURE TO RADIO WAVES.

Your Vertu phone is a radio transmitter and receiver. It is designed to not 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 0.47 W/kg.

This phone meets RF exposure guidelines when used either in the normal use position against the ear or when positioned at least 22 mm (7/8 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 at 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 that 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](http://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 0.52 W/kg, and when properly worn on the body is 0.64 W/kg.

## 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 unauthorised modifications to this equipment. Such modifications could void your authority to operate the equipment.



Ascent X  
RM-589V



## Declaration of conformity

We, Vertu, declare under our sole responsibility that the product, Model Ascent X, type **RM-589V** 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

## Export controls

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.

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October 1996

April 1997

October 2000





## 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 [http://ec.europa.eu/environment/waste/wEEE/index\\_en.htm](http://ec.europa.eu/environment/waste/wEEE/index_en.htm).

## 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 or charge card. Any 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 payment 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 payment 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 payment 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 payment 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 payment 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 payment charge card you are using is your own, and that there are sufficient funds to cover the cost of the product or service.



#### 15. Supply of Details

Vertu may pass on details of your payment 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 by 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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