



## Product and safety info

# For your safety

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



## **SWITCH OFF IN RESTRICTED AREAS**

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



## **ROAD SAFETY COMES FIRST**

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



## **INTERFERENCE**

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



## **AUTHORIZED SERVICE**

Only authorized personnel may install or repair this product.



## **BATTERIES, CHARGERS AND OTHER ACCESSORIES**

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



## **KEEP YOUR DEVICE DRY**

If your device is water-resistant, see its IP rating in the device's technical specifications for more detailed guidance.



## **GLASS PARTS**

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



## **PROTECT YOUR HEARING**

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

## **Safety and texting while driving**

Safety should be every driver's first priority. Drivers must obey all local laws that may include restrictions on the use of mobile phones or accessories while driving. If use is legal, always keep your hands

free to operate the vehicle while driving and use a hands-free device whenever possible. Suspend calls in heavy traffic or hazardous weather. Get to know your mobile phone and its features and make any necessary information inputs prior to driving. Do not input data or engage in text messaging while driving. Mobile phones should not be used when use may be a distraction to the driver.

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

## Feature-specific information

### Parts and connectors

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

### Messaging

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

### Maps and positioning

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

### Flashlight

If your phone has a flashlight and you are using it, be careful when touching the LED as it may feel hot. Always switch off the flashlight before putting the phone in your pocket or handbag.

## Product and safety info

### Network services and costs


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

### Emergency calls

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

Before making the call:

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

1. On the home screen, tap .

2. Type in the official emergency number for your present location. Emergency call numbers vary by location.

3. Tap .

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

You may also need to do the following:

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

## Take care of your device

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

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

During extended operation, the device may feel warm. In most cases, this is normal. To avoid getting too warm, the device may automatically slow down, close apps, switch off charging, and if

necessary, switch itself off. If the device is not working properly, take it to the nearest authorized service facility.

## Recycle



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

## Crossed-out wheeled bin symbol



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

## About Digital Rights Management

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

## Battery and charger info

To check if your phone has a removable or non-removable battery, see the Get started guide.

### Devices with a removable battery

Use your device only with an original rechargeable battery. 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.

### Devices with a non-removable battery

Do not attempt to remove the battery or back cover, as you may damage the device. The battery can be charged and discharged hundreds of times, but it will eventually wear out. When the talk and standby times are noticeably shorter than normal, to replace the battery, take the device to the nearest authorized service facility.

### Chargers

Charge your device with a compatible charger. Charger plug type may vary. Some of the accessories mentioned in this user guide, such as charger, headset, or data cable, may be sold separately.

## **Battery and charger safety**

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

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

Obey local regulations. Recycle when possible. Do not dispose as household waste.

Do not expose the battery to extremely low air pressure or leave it to extremely high temperature, for example dispose it in a fire, as that may cause the battery to explode or leak flammable liquid or gas.

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

Use the battery and charger for their intended purposes only.

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

To unplug a charger or an accessory, hold and pull the plug, not the cord.

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

- Always switch the device off and unplug the charger before removing the battery.
- Accidental short-circuiting can happen when a metallic object touches the metal strips on the battery. This may damage the battery or the other object.

## **Small children**

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

## **Medical devices**

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

## **Implanted medical devices**

To avoid potential interference, manufacturers of implanted medical devices recommend a minimum separation of 15.3 centimeters (6

inches) between a wireless device and the medical device. Persons who have such devices should:

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

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

## Information on health

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

## Hearing

**⚠ Warning:** When you use the headset, your ability to hear outside sounds may be affected. Do not use the headset where it can endanger your safety.

Some wireless devices may interfere with some hearing aids.

## Vehicles

Radio signals may affect improperly installed or inadequately shielded electronic systems in vehicles. For more info, check with the manufacturer of your vehicle or its equipment.

Only authorized personnel should install the device in a vehicle.

Faulty installation may be dangerous and invalidate your warranty. Check regularly that all wireless device equipment in your vehicle is mounted and operating properly. Do not store or carry flammable or explosive materials in the same compartment as the device, its parts, or accessories. Do not place your device or accessories in the air bag deployment area.

## Potentially explosive environments

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

## Copyrights and other notices

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

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



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# Manufacturer's Limited Warranty

## 1. General

HMD Global Oy (hereinafter "Manufacturer") provides this Manufacturer's Limited Warranty ("Warranty") for each genuine device (the "Product") and related Accessories (as defined in Section 2) included with the Product sales package designated for sale in the United States of America and Canada.

This Warranty is only applicable in the country where the Product was purchased through Manufacturer's authorized sales channels, provided that the Product was intended for sale in that country ("Covered Country"). The warranty services available in a particular Covered Country may be limited to the Products and country-specific elements available for sale in that Covered Country.

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

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

The Product and its Accessories must be used in accordance with the instructions provided in the user guides and leaflets that come in the Product package and are also available online. From time to time the Manufacturer may offer additional warranty coverage that supplements the terms listed here. To learn more about your Product and any additional coverage, please visit [www.nokia.com/mobile-support](http://www.nokia.com/mobile-support).

## 2. Warranty

The Warranty period starts on the date the Product is sold to an end user for the first time, as evidenced by the original proof of purchase.

A. The Manufacturer warrants that the Product (including non-user replaceable batteries) is free from defects in materials and workmanship ("Defect") for twelve (12) months.

B. The Manufacturer warrants that the Accessories (defined as user-replaceable batteries, covers, cables, chargers, headsets and any

other accessory included in the sales package) are free from Defect for six (6) months.

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

To the fullest extent permitted by applicable law:

(i) No repair or replacement will renew or extend the Warranty period except that replacement parts or replacement Product or accessories provided under this Warranty will be covered by this Warranty for the remainder of the original Warranty period or for ninety (90) days from the date repaired or from when replacement Product or accessory is returned to you, whichever is longer;

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

(iii) Where the Product, Accessory or parts of a Product or Accessory have been replaced, the original Product, parts, or Accessories shall become the Manufacturer's property.

**Please always back up all data, programs, applications, and content stored on your Product before taking your Product in for service since service activities will erase all data from your Product. Remove any confidential information prior to submitting your Product for service.**

**Manufacturer and its authorized service centers are not responsible for the loss the of your data, programs, applications, or content.**

**For further information on your Warranty, please visit [www.nokia.com/mobile-support](http://www.nokia.com/mobile-support) for instructions on how to request repair service and the addresses of the authorized service centers.**

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

This Warranty excludes all of the following:

(i) Errors or damages caused by:

(a) exposure to liquid or dampness (unless the Product is declared to be water-resistant under certain conditions as specified by the Manufacturer), damage caused by exposure to extreme electromagnetic field (such as damages caused by microwave oven), or extreme thermal or environmental conditions or to rapid changes in such conditions, corrosion, oxidation, spillage of food or liquid, or influence from chemical products;

(b) physical damage, cracks, dents or scratches caused by a drop or by external forces impacting the Product or any part of the Product including but not limited to the cover, display, camera lenses and buttons (unless specified otherwise by the Manufacturer under certain conditions);

(c) using your Product with, or connecting it to, any product, accessory, software, or service not manufactured, authorized, or supplied by Manufacturer; or chargers, power adaptors or data cables which do not meet the required technical and safety specifications described in the user guide;

(d) any third-party products sold in combination with your Product;

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

(f) power outages or surges capable of affecting the normal use of the Product; or

(g) other acts beyond the Manufacturer's reasonable control.

(ii) Any wear and tear;

(iii) Use of your Product in a manner that does not comply with its intended use and the provisions of the user guide;

(iv) If your Product, has been opened, repaired or modified by non-authorized third parties, or repaired using unauthorized spare parts;

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

Manufacturer does not warrant that software preinstalled by or on behalf of Manufacturer in the Product (or subsequent updates and upgrades) (together "Manufacturer Software") will meet your requirements, work in combination with any hardware or software not provided by Manufacturer, be uninterrupted or error free or that errors are correctable or will be corrected. For Manufacturer Software-related errors, Manufacturer will make available the latest version of the Manufacturer Software for reinstallation on your Product or, if that would not be possible, another remedy, which in Manufacturer's reasonable discretion, satisfactorily addresses the error. Some Manufacturer Software may be subject to separate license terms that are available with the software.

This Warranty is not valid outside of the Covered Country and does not cover: (a) User guides; (b) Any third party software, settings, content, data, or links installed or downloaded onto your Product at

any time, or Manufacturer and third-party services or enabling clients even if preinstalled by Manufacturer (please read the terms and conditions that may accompany the services as those will define your rights and obligations); (c) Reduced charging capacity of the battery resulting from its natural end of Product life, or pixel defects in your Product's display that are within the scope of industry standards; (d) SIM card and/or any cellular or other networks or system on which your Product operates, and (e) A Product where the serial number, the mobile accessory date code, or the IMEI number has been removed, erased, defaced, altered or if these are illegible in any way. You cannot enforce this Warranty if you refuse to give possession of the Product to Manufacturer for repair and investigation. If this Warranty does not cover your Product or Accessory based on the above, Manufacturer reserves the right to charge for the repair or replacement of your Product or Accessory following your consent, as well charging a handling fee.

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

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

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

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

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

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

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

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

This section applies to any dispute EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, YOUR LICENSOR'S, MANUFACTURER'S, OR MANUFACTURER'S LICENSOR'S INTELLECTUAL PROPERTY RIGHTS.

The term "dispute" means any dispute, action or other controversy between you and Manufacturer concerning the Product, Accessory (including its price) or this Warranty, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

(i) Notice of Dispute. In the event of a dispute, you or Manufacturer must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to HMD America, Inc., Attn: Dispute Notice, 1200 Brickell Avenue, Suite 510, Miami, FL 33131. Manufacturer will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Manufacturer will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Manufacturer may commence arbitration.

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

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

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

(v) Arbitration Procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the Product or Accessory for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual

or how you use the Product or Accessory, the AAA's Consumer Arbitration Rules will apply. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. To commence arbitration, send a request to HMD America, Inc., Attn: Dispute Notice, 1200 Brickell Avenue, Suite 510, Miami, FL 33131. You agree to commence arbitration only in your county of residence (or if a business, the county where your principal place of business is located). Manufacturer agrees to commence arbitration only in your county of residence (or if a business, the county where your principal place of business is located). You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

(vi) Arbitration Fees and Payments.

(a) Disputes Involving \$75,000 USD or Less. Manufacturer will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Manufacturer's last written settlement offer made before the arbitrator was appointed ("Manufacturer's last written offer"), and your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Manufacturer's last written offer, Manufacturer will:

- (i) pay the greater of the award or \$1,000 USD;
- (ii) pay your reasonable attorney's fees, if any; and
- (iii) reimburse any out of pocket expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Manufacturer agree on them.

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

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

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

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

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

## **7. Other important notices**

Manufacturer reserves the right to make changes to the location and availability of its authorized service centers network at any time. Your Product may contain specific elements which may not operate as intended when used outside of the original country of purchase.

Manufacturer's Address:

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

United States: HMD America, Inc., 1200 Brickell Avenue, Suite 510, Miami, FL 33131.

Canada: HMD America, Inc., 1200 Brickell Avenue, Suite 510, Miami, FL 33131.



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