

Important Safety Information

This section contains important operational and safety information that will help you safely use your phone. Failure to read and follow the information provided in this section may result in serious bodily injury, death, or property damage.

General Precautions

There are several simple guidelines to operating your phone properly and maintaining safe, satisfactory service.

- To maximize performance, do not touch the portions of your phone where the internal antennas are located while using the phone.
- Speak directly into the mouthpiece.
- Do not expose your phone to direct sunlight for extended periods of time (such as on the dashboard of a car).
- Although your phone is quite sturdy, it is a complex piece of equipment and can be broken. Avoid dropping, hitting, bending, or sitting on it.
- Any changes or modifications to your phone not expressly approved in this document could void your warranty for this equipment and void your authority to operate this equipment.

Note: For the best care of your phone, only Kyocera-authorized personnel should service your phone and accessories. Failure to do so may be dangerous and void your warranty.

Maintaining Safe Use of and Access to Your Phone

Do Not Rely on Your Phone for Emergency Calls

Mobile phones operate using radio signals, which cannot guarantee connection in all conditions. Therefore you should never rely solely upon any mobile phone for essential communication (e.g., medical emergencies). Emergency calls may not be possible on all cellular networks or when certain network services or mobile phone features are in use. Check with your local service provider for details.

Using Your Phone While Driving

Talking on your phone while driving (or operating the phone without a hands-free device) is prohibited in some jurisdictions. Laws vary as to specific restrictions. Remember that safety always comes first.

Following Safety Guidelines

To operate your phone safely and efficiently, always follow any special regulations in a given area. Turn your phone off in areas where use is forbidden or when it may cause interference or danger.

Medical Devices

If you have a medical device, including an implantable medical device such as a pacemaker or defibrillator, consult your healthcare provider and the device manufacturer's directions before using this mobile phone.

Persons with implantable medical devices:

- Should always keep the mobile phone more than six (6) inches from the implantable medical device when the mobile phone is turned ON.
- Should not carry the mobile phone in the breast pocket.
- Should use the ear opposite the implantable medical device to minimize the potential for interference.
- Should turn OFF the mobile phone immediately if you have any reason to suspect that interference is taking place.

Using Your Phone Near Other Electronic Devices

Most modern electronic equipment is shielded from radio frequency (RF) signals. However, RF signals from wireless phones may affect inadequately shielded electronic equipment.

RF signals may affect improperly installed or inadequately shielded electronic operating systems or entertainment systems in motor vehicles. Check with the manufacturer or their representative to determine if these systems are adequately shielded from external RF signals. Also check with the manufacturer regarding any equipment that has been added to your vehicle.

Consult the manufacturer of any personal medical devices, such as pacemakers and hearing aids, to determine if they are adequately shielded from external RF signals.

Note: Always turn off the phone in healthcare facilities, and request permission before using the phone near medical equipment.

Using Your Phone On Airplanes

On airplanes, follow applicable airline regulations and always follow the flight crew's instructions concerning the use of your phone.

Turning Off Your Phone in Dangerous Areas

To avoid interfering with blasting operations, turn your phone off when in a blasting area or in other areas with signs indicating two-way radios should be turned off. Construction crews often use remote-control RF devices to set off explosives.

Turn your phone off when you're in any area that has a potentially explosive atmosphere. Although it's rare, your phone and accessories could generate sparks. Sparks can cause an explosion or fire, resulting in bodily injury or even death. These areas are often, but not always, clearly marked. They include:

- Fueling areas such as gas stations.
- Below deck on boats.
- Fuel or chemical transfer or storage facilities.
- Areas where the air contains chemicals or particles such as grain, dust, or metal powders.
- Any other area where you would normally be advised to turn off your vehicle's engine.

Note: Never transport or store flammable gas, flammable liquids, or explosives in the compartment of your vehicle that contains your phone or accessories.

Note: Your phone complies with the Standards for Hazardous Location Equipment. Refer to the following section 'Using Your Phone in Hazardous Locations' for details.

Using Your Phone in Hazardous Locations

Your phone complies with the Standards for Hazardous Location Equipment as a Nonincendive Electrical Equipment for use in a Class I, Division 2, Groups A, B, C & D with a Temperature Code of T4.

Precautions

- Ensure that your phone is not exposed to the temperature outside the limits stated below.
 - Ambient Temperature:
-22° F to 140° F (-30° C to 60° C)
 - Charging Temperature:
32° F to 122° F (0° C to 50° C)
 - Storage Temperature:
-40° F to 185° F (-40° C to 85° C)
- Do not charge your phone in Division 2 hazardous locations.
- Use only the charger provided with your phone: battery charger SCP-45ADT and USB data cable SCP-18SDC.
- The audio jack, charger/data port, and battery covers must be properly sealed in Division 2 hazardous locations.
- **Do not connect anything to the audio jack or the charger/data port in Division 2 hazardous locations.**

- **Do not open the battery cover in Division 2 hazardous locations.**

Detecting Damages

If you suspect any compromise on the safety of your phone, immediately stop the operation and remove it from the hazardous locations. Some examples where the safety of the phone may be impaired are when:

- the exterior of the phone has a visible damage, or the markings or inscriptions are illegible.
- the phone has been damaged in transit, improperly stored, or subjected to excessive loads.
- malfunctions occur.
- permitted limit values have been exceeded.

WARNING: EXPLOSION HAZARD - SUBSTITUTION OF COMPONENTS MAY IMPAIR SUITABILITY FOR USE IN CLASS I, DIVISION 2.

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

Restricting Children's Access to Your Phone

Your phone is not a toy. Do not allow children to play with it as they could hurt themselves and others, damage the phone or make calls that increase your invoice.

Waterproof Capability

Your DuraXV is waterproof and meets IPX5, protection against sprayed water and IPX8 standards, submersible for up to 30 minutes at a depth not exceeding 1.8 meters (about 6 feet). Exposing your phone to water outside these limits or not following the precautions can result in water damage and will invalidate the Consumer Limited Warranty.

To ensure that your phone maintains waterproof capability, the following precautions must be observed.

- Make sure the charger/data port, audio jack and battery covers are properly seated, with no foreign objects obstructing the seals.
- Do not spray or immerse your phone in liquids other than fresh water or tap water, such as detergent, beverages, or chlorinated or treated water. Certain liquids such as salt water and chlorinated water are corrosive over time. Should your phone be accidentally exposed to other liquids, rinse the phone gently in clean fresh water.
- Do not expose your phone to water heated in excess of 104° F (40° C).
- Your phone is inoperable under water and should be dried as quickly as possible when wet.
- Do not use the charger/data port for charging, data transmission, etc. until the phone is completely dry.
- Do not use the audio jack to plug in an accessory until the phone is completely dry.

If your phone gets wet:

Water in the phone's open microphone and speaker ports may affect outbound audio quality and speaker performance. These are temporary conditions and will subside once the phone is dry.

1. Wipe the phone surfaces with a dry clean cloth.
2. Water in the phone's open microphone and speaker ports (small holes located at the top and bottom and grid of holes along the bottom front of the phone) should be removed with puffs of air directly into the ports. Phone audio may not operate properly until ports are dry. Apply a dry clean cloth to the open areas and crevices to remove the moisture left on the phone: microphones; speakers; all physical keys; battery cover; audio jack cover; and charger/data port cover.
3. Repeat the process until the phone is completely dry.

Charging

- Dry your phone with a clean cloth before charging.
- Do not touch the charger, charging cable, or charger/data port with wet hands. Doing so may cause electric shock, injury, or product failure.
- Do not charge your phone in a wet or damp place, such as in a bathroom or near a kitchen sink.

Using Your Phone With a Hearing Aid Device

When some wireless phones are used with certain hearing devices (including hearing aids and cochlear implants), users may detect a noise which can interfere with the effectiveness of the hearing device.

Some hearing devices are more immune than others to this interference noise, and phones also vary in the amount of interference noise they may generate. ANSI standard C63.19 was developed to provide a standardized means of measuring both wireless phone and hearing devices to determine usability rating categories for both.

Ratings have been developed for mobile phones to assist hearing device users in finding phones that may be compatible with their hearing device. Not all phones have been rated for compatibility with hearing devices. Phones that have been rated have a label located on the box. Your DuraXV has an M4 and a T4 rating.

These ratings are not guarantees. Results will vary depending on the user's hearing device and the individual's type and degree of hearing loss. If a hearing device is particularly vulnerable to interference noise; even a phone with a higher rating may still cause unacceptable noise levels in the hearing device. Trying out the phone with your hearing device is the best way to evaluate it for your personal needs.

M-Ratings: Phones rated M3 or M4 meet FCC requirements for hearing aid compatibility and are likely to generate less interference to hearing devices than unrated phones. (M4 is the better/higher of the two ratings.)

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

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

Hearing aid devices may also be measured for immunity to interference noise from wireless phones and should have ratings similar to phones. Ask your hearing healthcare professional for the rating of your

hearing aid. Add the rating of your hearing aid and your phone to determine probable usability:

- Any combined rating equal to or greater than six offers excellent use.
- Any combined rating equal to five is considered normal use.
- Any combined rating equal to four is considered usable.

Thus, if you pair an M3 hearing aid with an M3 phone, you will have a combined rating of six for “excellent use.” This is synonymous for T ratings.

More information about hearing aid compatibility may be found at: www.fcc.gov, www.fda.gov, and www.accesswireless.org.

Getting the Best Hearing Device Experience With Your Phone

To further minimize interference, move the phone around to find the point with least interference.

Caring for the Battery

Protecting Your Battery

The guidelines listed below help you get the most out of your battery's performance.

- Recently there have been some public reports of wireless phone batteries overheating, catching fire, or exploding. It appears that many, if not all, of these reports involve counterfeit or inexpensive, aftermarket-brand batteries with unknown or questionable manufacturing standards. Use only manufacturer-approved batteries and accessories. Buying the right batteries and accessories is the best way to ensure they're genuine and safe.
- Do not disassemble or open, crush, bend or deform, or puncture or shred the battery.
- Do not modify or remanufacture, attempt to insert foreign objects into the battery, immerse or expose to water or other liquids, expose to fire, explosion, or other hazard.
- Avoid dropping the phone or battery. If the phone or battery is dropped, especially on a hard surface, and the user suspects damage, take it to a service center for inspection.
- Improper battery use may result in a fire, explosion or other hazard.
- Do not short-circuit a battery or allow metallic conductive objects to contact battery terminals.

- Keep the metal contacts on top of the battery clean.
- Battery usage by children should be supervised.

Charging

- In order to avoid damage, charge the battery only in temperatures that range from 32° F to 113° F (0° C to 45° C).
- Don't use the battery charger in direct sunlight or in high humidity areas, such as the bathroom.
- The battery may need recharging if it has not been used for a long period of time.
- It's best to replace the battery when it no longer provides acceptable performance. It can be recharged hundreds of times before it needs replacing.

Storing

- Don't store the battery in high temperature areas for long periods of time. It's best to follow these storage rules:
 - Less than one month:
-4° F to 140° F (-20° C to 60° C)
 - More than one month:
-4° F to 113° F (-20° C to 45° C)

Disposal of Lithium Ion (Li-Ion) Batteries

- Promptly dispose of used batteries in accordance with local regulations.
- Never dispose of the battery by incineration.
- Do not handle a damaged or leaking Li-Ion battery as you can be burned.
- For safe disposal options of your Li-Ion batteries, contact your nearest authorized service center.

Special Note: Be sure to dispose of your battery properly. In some areas, the disposal of batteries in household or business trash may be prohibited.

Radio Frequency (RF) Energy

Understanding How Your Phone Operates

Your phone is a radio transmitter and receiver. When it's turned on, it receives and transmits radio frequency (RF) signals. Your phone is designed to transmit just enough RF power to reach the network. The system handling your call controls the RF power level. Depending on network conditions, your phone may operate at an actual Specific Absorption Rates (SAR) level below the maximum value specified. Your

phone is designed not to exceed the recommended international guidelines for limits on RF exposure.

Knowing Radio Frequency Safety

The design of your phone complies with updated NCRP standards described below.

In 1991–92, the Institute of Electrical and Electronics Engineers (IEEE) and the American National Standards Institute (ANSI) joined in updating ANSI's 1982 standard for safety levels with respect to human exposure to RF signals. More than 120 scientists, engineers and physicians from universities, government health agencies and industries developed this updated standard after reviewing the available body of research. In 1993, the Federal Communications Commission (FCC) adopted this updated standard in a regulation. In August 1996, the FCC adopted hybrid standard consisting of the existing ANSI/IEEE standard and the guidelines published by the National Council of Radiation Protection and Measurements (NCRP).

Body-Worn Operation

To maintain compliance with FCC RF exposure guidelines, always use an appropriate accessory if using the phone for body worn operations. Accessories used with this phone for body worn operations must not contain any metallic components and must provide at least 0.59 inches (1.5 centimeters) separation distance between the user's body and the phone, including antennas. Body worn accessories that do not

meet these requirements may not comply with FCC RF exposure requirements and should be avoided.

This device is not intended to be used with a lanyard or strap on the body. The device contains a mounting point that may be used to attach the device to equipment, a backpack or tool belt, etc.

For more information about RF exposure, visit the FCC website at www.fcc.gov.

Specific Absorption Rates (SAR) for Wireless Phones

The SAR value corresponds to the relative amount of RF energy absorbed into the head of a user of a wireless handset.

The SAR value of a phone is the result of an extensive testing, measuring and calculation process. It does not represent how much RF the phone emits. All phone models are tested at their highest value in strict laboratory settings. But when in operation, the SAR of a phone can be substantially less than the level reported to the FCC. This is because of a variety of factors including its proximity to a base station antenna, phone design and other factors. What is important to remember is that each phone meets strict federal guidelines. Variations in SARs do not represent a variation in safety.

All phones must meet the federal standard, which incorporates a substantial margin of safety. As stated above, variations in SAR values between different model phones do not mean variations in safety. SAR

values at or below the federal standard of 1.6 W/kg are considered safe for use by the public.

The highest reported SAR values of the DuraXV are:

Head: 0.48 W/kg

Body-worn: 1.31 W/kg

In the US, the SAR limit for mobile devices used by the public is 1.6 watts/kg (W/kg) averaged over 1 gram of tissue for the body or head.

Phone models may have different versions and more than one value. Changes in design or components may occur over time and some changes could affect SAR values. More information on the phone's SAR can be found on the following FCC website: <http://fcc.gov/oet/ea/>.

FCC Radio Frequency Emission

This phone meets the FCC Radio Frequency Emission Guidelines.

FCC ID number: V65E4520.

FCC Notice

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules.

These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications.

However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

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

EU Declaration of Conformity

Hereby, Kyocera Communications, Inc. declares that this E6560 product is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC.

You can view the Declaration of Conformity (DoC) at <http://www.kyocera-wireless.com/support/>.

EU Compliance Statement

This device complies with the R&TTE Directive (99/5/EC), the EMC Directive (2004/108/EC), and the Low Voltage Directive (2006/95/EC) issued by the Commission of the European Community.



This device is a 2.4 GHz & 5GHz wideband transmission system (transceiver), intended for use in all EU member states and EFTA countries, except in France and Italy where restrictive use applies.

In Italy the end-user should apply for a license at the national spectrum authorities in order to obtain authorization to use the device for setting up outdoor radio links and/or for supplying public access to telecommunications and/or network services.

A minimum separation distance of 1.5 cm must be maintained between the user's body and the device, including the antenna during body-worn operation to comply with the RF exposure requirements in Europe.

This device have been tested to comply with the Sound Pressure Level requirement laid down in the applicable EN 50332-2 standards. Permanent hearing loss may occur if earphones or headphones are used at high volume for prolonged periods of time.



Warning statement:

- To prevent possible hearing damage, do not listen at high volume levels for long periods.
- Users have to use the connection to USB interfaces with USB 2.0 version or higher.

The highest reported SAR values of the DuraXV are:

Head: 0.126 W/kg

Body-worn: 0.188 W/kg

In Europe, the SAR limit for mobile devices used by the public is 2.0 watts/kg (W/kg) averaged over 10 grams of tissue for the body or head.

Owner's Record

The model number, regulatory number, and serial number are located on a nameplate inside the battery compartment. Record the serial number in the space provided below. This will be helpful if you need to contact us about your phone in the future.

Model: DuraXV

Serial No.:

Manufacturer's Warranty

Kyocera Communications Inc. ("KYOCERA") offers you a limited warranty that the enclosed product or products (the "Product") will be free from defects in material and workmanship for a period that expires one year from the date of sale of the Product to you, provided that you are the original end-user purchaser of the Product and provided that your purchase was made from an authorized supplier. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product.

This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. KYOCERA shall, at its sole and absolute discretion, either repair or replace a Product (which unit may use refurbished parts of similar quality and functionality) if found by KYOCERA to be defective in material or workmanship, or if KYOCERA determines that it is unable to repair or replace such Product, KYOCERA shall refund the purchase price for such Product, provided that the subject Product (i) is returned, with transportation prepaid, to a KYOCERA authorized service center within the one year warranty period, and (ii) is accompanied by a proof of purchase in the form of a bill of sale or receipted invoice which evidences that the subject Product is within the one year warranty period ("Proof of Purchase"). After the one year warranty period, you must pay all shipping,

parts and labor charges. This limited warranty does not cover and is void with respect to the following:

- (i) Products which have been improperly installed, repaired, maintained or modified (including the antenna);
- (ii) Products which have been subjected to misuse (including Products used in conjunction with hardware electrically or mechanically incompatible or Products used with software, accessories, goods or ancillary or peripheral equipment not supplied or expressly authorized by KYOCERA for use), abuse, accident, physical damage, abnormal use or operation, improper handling or storage, neglect, exposure to fire, water (except for product certified for protection against water; see the Kyocera product website for details on your Product) or excessive moisture or dampness or extreme changes in climate or temperature;
- (iii) Products operated outside published maximum ratings;
- (iv) cosmetic damage;
- (v) Products on which warranty stickers or Product serial numbers have been removed, altered, or rendered illegible;
- (vi) customer instruction;
- (vii) cost of installation, set up, removal or reinstallation;
- (viii) signal reception problems (unless caused by defect in material or workmanship);
- (ix) damage the result of fire, flood, acts of God or other acts which are not the fault of KYOCERA and which the Product is not specified to tolerate, including damage caused by mishandling and blown fuses;
- (x) consumables (such as memory cards, fuses, etc.);
- (xi) third party software or applications, data and equipment not originally supplied with the Product;
- (xii) any Product in which the software has not been updated to the current version;
- (xiii) any Product in which the operating system has been unlocked (allowing

installation of a third party operating system); or (xiv) any Products which have been opened, repaired, modified or altered by anyone other than KYOCERA or a KYOCERA authorized service center. Before returning any Product for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product. KYOCERA is not responsible for damage to or loss of any software, applications, data or removable storage media.

USE ONLY APPROVED ACCESSORIES WITH KYOCERA PHONES. USE OF ANY UNAUTHORIZED ACCESSORIES MAY BE DANGEROUS AND WILL INVALIDATE THE PHONE WARRANTY IF SAID ACCESSORIES CAUSE DAMAGE OR A DEFECT TO THE PHONE.

KYOCERA SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, UNANTICIPATED BENEFITS OR REVENUE, ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT) OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE

RELATING TO A DEFECTIVE PRODUCT, AS PROVIDED UNDER THIS WARRANTY, ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY, AND SUBJECT TO THIS WARRANTY, THE PRODUCTS ARE APPROVED AND ACCEPTED BY YOU "AS IS".

KYOCERA MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, ORAL OR VERBAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THIS WARRANTY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. For warranty service information, please call the following telephone number from anywhere in the continental United States and Canada: 1-800-349-4478 or 858-882-1401.

End User License Agreement

Kyocera Communications, Inc. ("Kyocera") End User License Agreement

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS ("AGREEMENT") BEFORE USING OR OTHERWISE ACCESSING THE SOFTWARE OR SERVICES PROVIDED WITH YOUR KYOCERA DEVICE. THE SOFTWARE AND SERVICES PROVIDED WITH YOUR KYOCERA DEVICE ARE SOLELY FOR PERSONAL USE BY YOU, THE ORIGINAL END USER, AS SET FORTH BELOW.

BY ACTIVATING, USING, DOWNLOADING OR INSTALLING THIS KYOCERA DEVICE AND/OR THE SOFTWARE PROVIDED WITH IT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE, DOWNLOAD OR OTHERWISE ACCESS THE SOFTWARE OR SERVICES AND (I) PROMPTLY RETURN THE SOFTWARE OR SERVICE TO KYOCERA OR DELETE IT; OR (II) IF YOU HAVE PURCHASED THE KYOCERA DEVICE ON WHICH THE SOFTWARE OR SERVICE IS PRE-INSTALLED, PROMPTLY RETURN THE DEVICE AND THE ACCOMPANYING SOFTWARE (INCLUDING DOCUMENTATION AND PACKAGING) TO KYOCERA OR THE KYOCERA AUTHORIZED DISTRIBUTOR FROM WHICH YOU PURCHASED THE KYOCERA DEVICE.

License: Subject to the terms and conditions of this Agreement and any other terms that may be incorporated by reference or otherwise presented to you prior to your use of the Software, Kyocera grants you a limited, non-exclusive, license to use Kyocera and third party proprietary software and services found on your Kyocera device and/or packaged with your Kyocera device, including any updates to such material by whatever means provided, and any related documentation ("Software"). You may use the Software only as expressly authorized by this Agreement.

Limitations: This Software is licensed for use only on the single Kyocera device you originally purchased. You acknowledge and agree that ownership of the Software and all other rights associated with the Software not expressly granted in this Agreement are retained by Kyocera or its suppliers or licensors. You are not permitted to, in any way, distribute the Software or make it available over a network for use on more than the single Kyocera device for which it was originally supplied. The Software may be copied only as permitted by applicable law and as necessary for backup purposes. You may not remove any proprietary notices or labels on the Software or any copies thereof. You may not in any way, modify, reverse engineer, decompile, disassemble or create derivative works based on the Software (except to the extent that this restriction is expressly prohibited by law). You agree that you will not attempt to circumvent, disable or modify any security technology associated with the Software. You may use the Software only in a manner that complies with all

applicable laws in the jurisdictions in which you use it, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and/or the export control regulations.

Some of the Software packaged with your Kyocera device may be provided by third parties ("Third Party Software"). Third Party Software may also be available from third party content distributors such as application stores. Third Party content may be subject to different or additional terms and conditions as determined by the Third Party Software provider.

THIRD PARTY SOFTWARE IS NOT A KYOCERA PRODUCT. KYOCERA IS NOT RESPONSIBLE FOR AND HAS NO LIABILITY WITH REGARD TO THIRD PARTY SOFTWARE.

Open Source Software: The Software contains certain open source software which may be subject to the GNU General Public License ("GPL"), GNU Library/ Lesser General Public License ("LGPL") and/or other copyright licenses, disclaimers and notices ("Open Source License Terms"). The applicable Open Source License Terms for the corresponding Open Source Software are reproduced and available at <http://www.opensource.org/licenses>. Please refer to the Open Source License Terms regarding your rights under such licenses to the Open Source Software. To the extent any such agreement requires that Kyocera provide you the rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable Open Source License shall take precedence over the

rights and restrictions granted in this Agreement, but solely with respect to such Open Source Software.

Disclaimer of Warranty and Liability: THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. KYOCERA FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION AND SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. IN NO EVENT WILL KYOCERA, ITS EMPLOYEES, OFFICERS, SHAREHOLDERS, LICENSORS, SUPPLIERS, CARRIER OR DISTRIBUTOR CUSTOMERS OR AFFILIATES BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF KYOCERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY IS DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE. KYOCERA'S TOTAL LIABILITY FOR ANY DAMAGES

UNDER THIS AGREEMENT SHALL NEVER EXCEED THE PURCHASE PRICE YOU PAID FOR THE KYOCERA DEVICE.

No software is fault free. The Software is designed for use in systems that do not require fail-safe performance. You may not use the software in any device or system in which a malfunction of the software would result in foreseeable risk of loss, injury or death to any person. This includes operation of nuclear or infrastructure facilities, medical equipment, aircraft navigation or communication systems or use in risky or dangerous situations or environments.

Consent to Use of Data: You agree that Kyocera, its affiliates and its designated agents may collect and use technical and related information, gathered in any manner, as part of its product support services. Kyocera, its affiliates and designated agents may use this information solely to improve its products or to provide customized services or technologies to you. Kyocera will collect and use this information in accordance with its privacy policy and accordance with applicable data protection laws. Kyocera, its affiliates and designated agents may disclose this information to others, but not in a form that personally identifies you.

Modification of Software and Terms of Use: Kyocera reserves the right to from time to time modify any portion of the Software. Kyocera may be required to take these actions due to restrictions from third party licensors or due to safety or security concerns or government restrictions or court orders.

Kyocera reserves the right to modify the terms of this Agreement at its sole discretion. Any such modification will be effective upon Kyocera or a Kyocera affiliate or agent sending notice to you by email, text message, other electronic communication or postal mail. Your continued use of the Software after such notice will constitute your binding acceptance of the Agreement as revised.

Additionally, some Software may be subject to different or additional terms presented to you through a separate click-through or other type of agreement or notice prior to your use of such Software.

Termination: This License Agreement will automatically terminate without notice from or action by Kyocera if you fail to comply with any term hereof.

Governing Law: This Agreement is governed by the laws of State of California except any conflict of law provisions. The U.N. Convention on Contracts for the International Sales of Goods is hereby excluded in its entirety from this Agreement.

Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be impacted or impaired.

Entire Agreement: By using or otherwise accessing the Software, you agree that this Agreement sets forth the entire agreement between you and Kyocera with regard to the Software and supersedes all prior agreements, notwithstanding the terms of any such agreements.

© 2014 Kyocera Corporation. All rights reserved.
KYOCERA is a registered trademark of Kyocera Corporation. All other trademarks are the property of their respective owners.