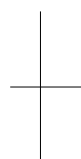


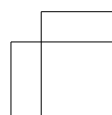
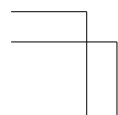


## Product and safety information



2015-10-08 Issue 1.0 EN-US

RM-1105



## 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.



### TURN OFF IN RESTRICTED AREAS

Turn 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 while driving. Your first consideration while driving should be road safety.



### INTERFERENCE

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



### QUALIFIED SERVICE

Only qualified personnel may install or repair this product.



### BATTERIES, CHARGERS, AND OTHER ACCESSORIES

Use only batteries, chargers, and other accessories approved by Microsoft Mobile for use with this device. Third-party chargers that comply with the applicable USB requirements, and that can connect to your device USB connector, may be compatible. Do not connect incompatible products.



### KEEP YOUR DEVICE DRY

Your device is not water-resistant. Keep it dry.



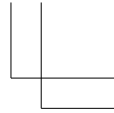
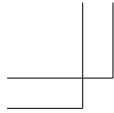
### GLASS PARTS

The device 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 qualified service personnel.



### PROTECT YOUR HEARING

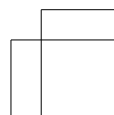
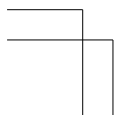
To prevent possible hearing damage, do not listen at high volume levels for long periods. Exercise caution when holding your device near your ear while the speakerphone is in use.



#### SAR

This device meets RF exposure guidelines when used either in the normal use position against the ear or when positioned at least 5/8 inch (1.5 centimeters) away from the body. The specific maximum SAR values can be found in the Certification Information (SAR) section of this user guide. For more information, go to [www.sar-tick.com](http://www.sar-tick.com).

When a carry case, belt clip or other form of device holder is used for body-worn operation, it should not contain metal and should provide at least the above-stated separation distance from the body. Note that mobile devices may be transmitting even if you are not making a voice call.



### Antenna locations

Learn where the antennas are located on your phone to get the best possible performance.

Avoid touching the antenna area while the antenna is in use. Contact with antennas affects the communication quality and may reduce battery life due to higher power level during operation.

The antenna areas are highlighted.



### Troubleshooting and support

When you want to learn more about your phone, or if you're unsure how your phone should work, there are several support channels for you to check.

To help you get the most out of your phone, you can explore [www.microsoft.com/mobile/support](http://www.microsoft.com/mobile/support).

There you can find:

- Full-length user guides
- Troubleshooting info



- Discussions
- News on apps and downloads
- Software update info
- Further details about features and technologies, and the compatibility of devices and accessories

Troubleshooting and discussions may not be available in all languages.

For support videos, go to [www.youtube.com/lumiasupport](http://www.youtube.com/lumiasupport).

For questions regarding your plans, billing, or network, please contact your operator. For questions regarding your product and warranty, please visit the support pages for your country at [www.microsoft.com/mobile/support](http://www.microsoft.com/mobile/support).

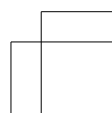
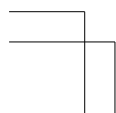
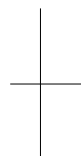
AT&T provides detailed support info, including device specifications, troubleshooting, and user forums, at [www.att.com/DeviceSupport](http://www.att.com/DeviceSupport).

#### **If your phone doesn't respond**

Try the following:

- Press and hold the volume down key and power key at the same time for about 10 seconds. The phone restarts.
- Take the battery out for a few seconds. Put the battery back in, and switch your phone on again.

If your phone freezes frequently, update your phone software, or reset your phone. Resetting restores the factory settings, and erases all your personal content, including apps you've purchased and downloaded. On the start screen, swipe down from the top of the screen, and tap **All settings** > **System** > **About** > **Reset your phone**.



If your issue remains unsolved, contact your network service provider or the manufacturer for repair options. Before sending your phone for repair, always back up your data, as all personal data in your phone may be deleted.

★ **Tip:** If you need to identify your phone, to view the unique IMEI number of the phone, dial **\*#06#**. You can also find the IMEI number in the phone body. For details, see the product and safety information section in the online user guide.

### Feature-specific information

! **Important:** Your device uses a nano-SIM card, also known as a nano-UICC SIM card. Use only original nano-SIM cards. Use of incompatible SIM cards may damage the card or the device, and may corrupt data stored on the card.

Use only compatible memory cards approved for use with this device. Incompatible cards may damage the card and the device and corrupt data stored on the card.

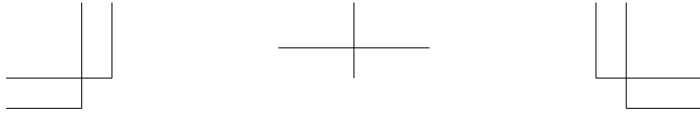


Do not connect to products that create an output signal, as this may damage the device. Do not connect any voltage source to the audio connector. If you connect an external device or headset, other than those approved for use with this device, to the audio connector, pay special attention to volume levels.

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.

! **Note:** Using Wi-Fi may be restricted in some countries. For example, in the EU, you are only allowed to use 5150–5350 MHz Wi-Fi indoors, and in the USA and Canada, you are only allowed to use 5.15–5.25 GHz Wi-Fi indoors. For more information, contact your local authorities.

Airplane mode closes connections to the mobile network and turns your device's wireless features off. If supported by your device, the NFC payment and ticketing feature of the device may remain active. Comply with the instructions and safety requirements given by, for example, an airline, and any applicable laws and regulations. Where allowed, you can



connect to a Wi-Fi network to, for example, browse the internet or turn Bluetooth on in airplane mode.

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.

**Important:** Before sharing your location, consider carefully with whom you are sharing. Check the privacy settings of the social networking service you are using, as you might share your location with a large group of people.

The availability, accuracy and completeness of the location information depend on, for example, your location, surroundings, and third party sources, and may be limited. Location information may not be available, for example, inside buildings or underground. For privacy information related to positioning methods, see the Microsoft Privacy Statement. Keep a safe distance when using the flash. Do not use the flash on people or animals at close range. Do not cover the flash while taking a photo.

## Find your model number and serial number (IMEI)

If you need to contact your care point or your service provider, you may need info such as the model number and the serial number (IMEI). To see the info, tap **Settings** > **System** > **About** > **More info**. You can also find the info on your phone label, which is located under the back cover.

The IMEI is also visible on the original sales box.

## Product and safety info

### Network services and costs

You can only use your device on the LTE TDD 2500-2700 (41); LTE FDD 700 (12), 700 (13), 700 (29), 800 (20), 850 (5), 900 (8), 1700/2100 (4), 1800 (3), 1900 (2), 2100 (1), 2300 (30), 2600 (7); WCDMA 850, 900, 1700/2100, 1900, 2100; GSM 850, 900, 1800, 1900 MHz networks. You need a subscription with a service provider.

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.

At the request of your network service provider, your device may collect and report Customer Proprietary Network Information, which may include information such as: technical configuration, type, destination, location, and amount of use of any telecommunications services to which you are subscribed. Please see our Privacy Page at [www.microsoft.com/mobile/privacypolicy](http://www.microsoft.com/mobile/privacypolicy), or contact your network service provider for more information.








**Important:** 4G/LTE might not be supported by your network service provider or by the service provider you are using when traveling. In these cases, you may not be able to make or receive calls, send or receive messages or use mobile data connections. To make sure your device works seamlessly when full 4G/LTE service is not available, it is recommended that you change the highest connection speed from 4G to 3G. To do this, swipe left on the start screen, and tap **Settings** > **Network & wireless** > **Cellular & SIM**. Select the SIM, and tap **Properties**. Switch **Highest connection speed** to 3G. For more information, contact your network service provider.

### Make an emergency call

**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:

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

1. Tap the start key  and tap  > .
2. Enter the official emergency number for your present location. Emergency call numbers vary by location.
3. Tap **Call**.

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

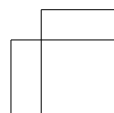
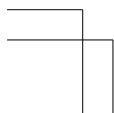
You may also need to do the following:

- Put a SIM card in the phone.
- If your phone asks for a PIN code, tap **emergency call**.
- Turn off the restrictions in your phone, such as call restriction, fixed dialing, or closed user group.
- When you turn your phone on for the first time, you are asked to create your Microsoft account and set up your phone. To make an emergency call during the account and phone setup, tap **emergency call**.
- If the mobile network is not available, you may also try making an internet call, if you can access the internet.

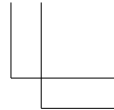
### Take care of your device

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, 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. If you believe the battery or charger is damaged, take it to a service center for inspection before continuing to use 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.

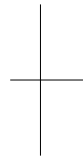
• For optimal performance, turn the device off and remove the battery from time to time.

• 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 information.

• Handle hard drives with care. Shock, vibration, bumping, and dropping; other mishandling of the device; extreme temperatures; humidity and liquids may cause the hard drive to malfunction and data to be lost or corrupted.

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, turn off charging, and if necessary, turn itself off. If the device is not working properly, take it to the nearest authorized service facility.



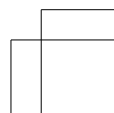
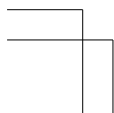
#### Recycle

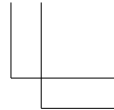


Always return your used electronic products, batteries, and packaging materials to dedicated collection points. This way you help prevent uncontrolled garbage disposal and promote the recycling of materials. All materials of the device can be recovered as materials and energy. Check how to recycle your products at [www.microsoft.com/mobile/recycle](http://www.microsoft.com/mobile/recycle).

#### Battery and charger information

Use your device only with an original BV-T5E rechargeable battery. Charge your device with AC-100 charger. Charger plug type may vary. Third-party chargers that comply with the applicable USB requirements, and that can connect to your device USB connector, may also be compatible. Microsoft Mobile may make additional battery or charger models available for this 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, replace the battery.

Only replace the battery with a battery that is compliant with the IEEE-std-1725 standard.

Only use the battery with a charging system that has been qualified with the system per CTIA Certification Requirements for Battery System Compliance to IEEE 1725.

The phone shall only be connected to CTIA certified adapters, products that bear the USB-IF logo, or products that have completed the USB-IF compliance program.

#### **Battery and charger safety**

Always switch the device off and unplug the charger before removing the battery. To unplug a charger or an accessory, hold and pull the plug, not the cord.

When your charger is not in use, unplug it. If left unused, a fully charged battery will lose its charge over time.

Always keep the battery between 59°F and 77°F (15°C and 25°C) 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.

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.

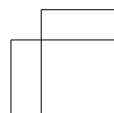
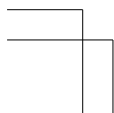
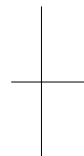
Do not dispose of batteries in a fire as they may explode. Obey local regulations. Recycle when possible. Do not dispose as household garbage.

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 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.

#### **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 6 inches (15.3 centimeters) between a wireless device and the medical device. Persons who have such devices should:

- Always keep the wireless device more than 6 inches (15.3 centimeters) from the medical device.
- Not carry the wireless device in a breast pocket.
- Hold the wireless device to the ear opposite the medical device.
- Turn 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.

### Accessibility solutions

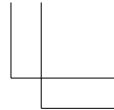
Microsoft Mobile is committed to making mobile phones easy to use for all individuals, including those with disabilities. For more information, visit [aka.ms/phoneaccessibility](http://aka.ms/phoneaccessibility).

### 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.

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

Some wireless devices may interfere with some hearing aids. Your device complies with FCC rules on hearing aid compatibility. These rules require an M3 rating or higher. The M value of your device is marked on the device sales package. To determine the M-rating of your hearing aid and compatibility with this device, consult your hearing health professional. For more information about accessibility, go to [www.microsoft.com/en/mobile/accessibility/hearing-aid-compatibility](http://www.microsoft.com/en/mobile/accessibility/hearing-aid-compatibility).



To use a telecoil-equipped hearing aid with this device, activate the hearing aid (T switch) and the device telecoil. The sound quality depends on the type of your hearing aid.

#### Nickel

The surface of this device is nickel-free.

#### Information on health

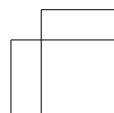
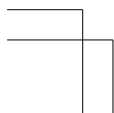
The U.S. Food and Drug Administration (FDA) and the U.S. Federal Communications Commission (FCC) published statements and questions and answers concerning mobile telephones and health. Microsoft Mobile encourages you to visit these websites for updated information. You can access the FDA website at [www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm](http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm) and the FCC website at [transition.fcc.gov/oet/rfsafety/rf-faqs.html](http://transition.fcc.gov/oet/rfsafety/rf-faqs.html). 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 The National Cancer Institute ("NCI") [www.cancer.gov/cancertopics/factsheet/Risk/cellphones](http://www.cancer.gov/cancertopics/factsheet/Risk/cellphones). 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.

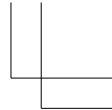
#### Vehicles

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

#### 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 telephones or accessories while driving. If use is legal, always keep your hands free to operate the vehicle while driving and use a handsfree 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 telephones 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 cellular telephones at [www.ctia.org/consumer\\_info/safety](http://www.ctia.org/consumer_info/safety), which we encourage you to review.

### Potentially explosive environments

Turn your device off in potentially explosive environments, such as near gas station pumps. 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 turn 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.

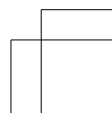
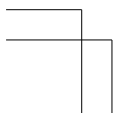
### Certification information (SAR)

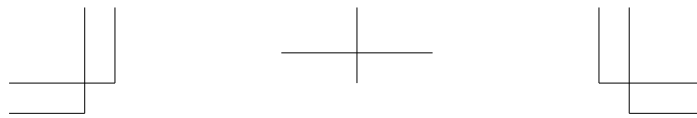
**This mobile device meets international guidelines for exposure to radio waves.**

Your cellular phone is a radio transmitter and receiver. It is designed not to exceed the limits for exposure to radio waves (radio frequency electromagnetic fields), recommended by international guidelines from the independent scientific organization ICNIRP. These guidelines incorporate substantial safety margins that are intended to assure the protection of all persons regardless of age and health. The exposure guidelines are based on the Specific Absorption Rate (SAR), which is an expression of the amount of radio frequency (RF) power deposited in the head or body when the device is transmitting. The ICNIRP SAR limit for mobile devices is 2.0 W/kg averaged over 10 grams of tissue.

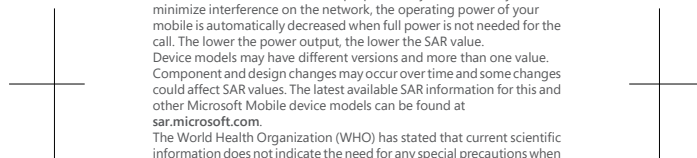
SAR tests are carried out with the device in standard operating positions, transmitting at its highest certified power level, in all its frequency bands. The maximum recorded SAR values for this device are:

	Maximum SAR value	Frequency bands used when Maximum SAR value was recorded
When held against the head	0.47 W/kg over 10g	WCDMA 900 and WLAN 2450
When operated at a separation distance of 5/8 inch (1.5	0.58 W/kg over 10g	WCDMA 1700/2100 and WLAN 2450





centimeters) from  
the body



Your mobile device is also designed to meet the United States Federal Communications Commission (FCC) and Industry Canada SAR (IC) guidelines. FCC ratings for your device and more information on SAR can be found at [transition.fcc.gov/oet/rfsafety/sar.html](http://transition.fcc.gov/oet/rfsafety/sar.html). Information on IC SAR can be found at [www.ic.gc.ca](http://www.ic.gc.ca).

This device meets RF exposure guidelines when used against the head or when positioned at least 5/8 inch (1.5 centimeters) away from the body. When a carry case, belt clip or other form of device holder is used for body-worn operation, it should not contain metal and should provide at least the above stated separation distance from the body.

To send data or messages, a good connection to the network is needed. Sending may be delayed until such a connection is available. Follow the separation distance instructions until the sending is finished.

During general use, the SAR values are usually well below the values stated above. This is because, for purposes of system efficiency and to minimize interference on the network, the operating power of your mobile is automatically decreased when full power is not needed for the call. The lower the power output, the lower the SAR value.

Device models may have different versions and more than one value. Component and design changes may occur over time and some changes could affect SAR values. The latest available SAR information for this and other Microsoft Mobile device models can be found at [sar.microsoft.com](http://sar.microsoft.com).

The World Health Organization (WHO) has stated that current scientific information does not indicate the need for any special precautions when using mobile devices. If you are interested in reducing your exposure, they recommend you limit your usage or use a hands-free kit to keep the device away from your head and body. For more information and explanations and discussions on RF exposure, go to the WHO website at [www.who.int/peh-emf/en](http://www.who.int/peh-emf/en).

#### Support messages

To help you take maximum advantage of your phone and services, you may receive messages from Microsoft Mobile. The messages may contain tips and tricks and support. To provide the service described above, your mobile phone number, the serial number of your phone, and some identifiers of the mobile subscription may be sent to Microsoft Mobile when you use the phone for the first time. This information may be used as specified in the privacy policy, available at [www.microsoft.com/mobile](http://www.microsoft.com/mobile).



### Care

For questions regarding your plans, billing or network please contact your operator. For questions regarding your product and warranty, please visit the support pages for your country at [www.microsoft.com/mobile/support](http://www.microsoft.com/mobile/support).

### Copyrights and other notices

#### Declaration of Conformity

**CE 01680**

Hereby, Microsoft Mobile Oy declares that this RM-1105 product is in compliance with the essential requirements and other relevant provisions of Directive 1999/5/EC. A copy of the Declaration of Conformity can be found at [www.microsoft.com/mobile/declaration-of-conformity](http://www.microsoft.com/mobile/declaration-of-conformity).

The availability of products, features, apps and services may vary by region. For more information, 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.

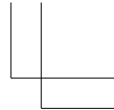
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Microsoft Mobile does not make any representations, provide a warranty, or take any responsibility for the functionality, content, or end-user support of third-party apps provided with your device. By using an app, you acknowledge that the app is provided as is.

Downloading of maps, games, music and videos and uploading of images and videos may involve transferring large amounts of data. Your service provider may charge for the data transmission. The availability of



particular products, services and features may vary by region. Please check with your local dealer for further details and availability of language options.

#### 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. For more information, go to [transition.fcc.gov/oet/rfsafety/rf-faqs.html](http://transition.fcc.gov/oet/rfsafety/rf-faqs.html). Any changes or modifications not expressly approved by Microsoft Mobile could void the user's authority to operate this 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 or relocate the receiving antenna.
  - Increase the separation between the equipment and receiver.
  - Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
  - Consult the dealer or an experienced radio/TV technician for help.
- FCC ID location: On the start screen, swipe down from the top of the screen, and tap **All settings** > **Extras** > **Extras & info**.

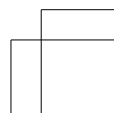
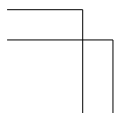
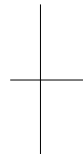
The Bluetooth word mark and logos are owned by the Bluetooth SIG, Inc. and any use of such marks by Microsoft Mobile is under license.

This product is licensed under the MPEG-4 Visual Patent Portfolio License

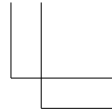
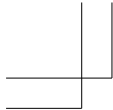
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Additional information, including that related to promotional, internal, and commercial uses, may be obtained from MPEG LA, LLC. See [www.mpegla.com](http://www.mpegla.com).

USB-C™ is a trademark of USB Implementers Forum.







## Manufacturer's limited warranty

### 1. General

Microsoft Mobile Inc. provides this Manufacturer's Limited Warranty ("Warranty") for genuine product (the "Product") which has been released for sale in the United States of America, and Microsoft Mobile Canada Inc. provides this Warranty for Product which has been released for sale in Canada ("Covered Countries"). As applicable, "Manufacturer" as used throughout, means either Microsoft Mobile Inc. or Microsoft Mobile Canada Inc.

**IF YOU LIVE IN (OR IF A BUSINESS YOUR PRINCIPAL PLACE OF BUSINESS IS 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. You may also have other rights which vary from State to State or Province to Province.

### 2. Warranty

(i) Twelve (12) months for the main device;  
(ii) Twelve (12) months for accessories sold separately or included in the sales pack of the main device excluding batteries, covers, cables and chargers; and

(iii) Six (6) months for all batteries, covers, cables and chargers, unless otherwise specified in the Product user guide.

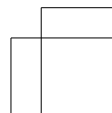
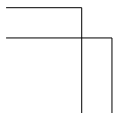
During the warranty period, Manufacturer will, in a reasonable time, remedy the defect free of charge by either repairing or replacing the defective Product or the defective part of it at its option provided that you have informed Manufacturer of the defect before the warranty period expires. When repairing or replacing your Product, Manufacturer may use new or re-conditioned parts or products.

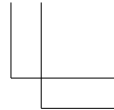
To the fullest extent permitted by applicable law, no repair or replacement will renew or extend the warranty period. Original or replacement parts or replacement Products provided under this Warranty will be covered by this Warranty for the remainder of the original warranty period or for sixty (60) days from the date of repair or replacement, whichever is longer.

IF YOUR STATE'S OR PROVINCE'S 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.

The Product or all parts of your Product that Manufacturer has replaced shall become Manufacturer's property.

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, is 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 or your local section of [www.microsoft.com/mobile](http://www.microsoft.com/mobile).  
**Please always back up all data and content stored on your Product before taking your Product in for service since service activities will erase all data from your Product.**

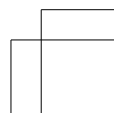
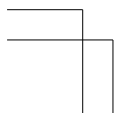
### 3. What this warranty does not cover

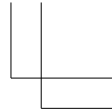
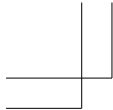
Manufacturer does not provide any warranty for the following:

- 1 User guides;
- 2 Any (i) third party software, settings, content, data, or links installed or downloaded onto your Product at any time, or (ii) 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);
- 3 Any (i) normal wear and tear, (ii) reduced charging capacity of the battery resulting from its natural end of product life, or (iii) pixel defects in your Product's display that are within the scope of industry standards;
- 4 SIM card and/or any cellular or other networks or system on which your Product operates; or
- 5 Errors or damage caused by: (i) misuse or not using your Product in accordance with the user guide, such as if the Product has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products, (ii) using your Product with, or connecting it to, any product, accessory, software, or service not manufactured or supplied by Manufacturer, (iii) any products combined with your Product by a third party, (iv) damage or errors caused by hacking, cracking, viruses, or other malware, or by unauthorized access to services, accounts, computer systems or networks; or (v) other acts beyond Manufacturer's reasonable control.

This Warranty is not valid:

- 1 Outside the Covered Countries;
- 2 If your Product, or the software it runs on, has been (i) opened, modified, or repaired without Manufacturer's authorization, or (ii) repaired with unauthorized spare parts;
- 3 If your Product's 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;





4 If you have not installed the latest software updates that are publicly available for your Product within a reasonable time of their release; or  
5 If you refuse to give possession of the Product to Manufacturer for repair and investigation.

If this Warranty does not cover your Product or the issue based on which it requires service, Manufacturer reserves the right to charge for the repair or replacement of your Product, as well as 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

1 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; AND/OR

2 LOSS OF PROFIT, PRODUCTS OR FUNCTIONALITY, 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(s), Manufacturer's liability shall be limited to the purchase value of your Product.



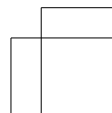
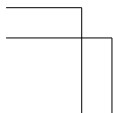
#### 5. Choice of law

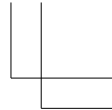
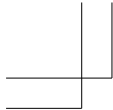
The laws of the State or Province where you live (or if a business your principal place of business) govern the interpretation of this warranty, any claim that Manufacturer has breached it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless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

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

This section applies to any dispute EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MANUFACTURER'S, OR EITHER YOUR 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 (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.

1 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 Microsoft Mobile Inc., ATTN: LCA ARBITRATION, One Microsoft Way, Redmond WA 98052-6399. A form is available at [go.microsoft.com/fwlink/?linkid=245499](http://go.microsoft.com/fwlink/?linkid=245499).

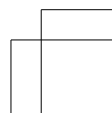
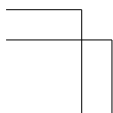
Manufacturer will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Manufacturer will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Manufacturer may commence arbitration.

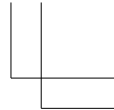
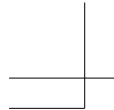
2 Small Claims Court. You may also litigate any dispute in small claims court in your county of residence (or if a business your principal place of business) or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court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

3 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.

4 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.

5 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 Manufacturer Product for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Product, the AAA's Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. To commence arbitration, submit the form available at [go.microsoft.com/fwlink/?linkid=245497](http://go.microsoft.com/fwlink/?linkid=245497) to the AAA. You agree to commence arbitration only in your county of residence (or if a business your principal place of business) or in King County, Washington. Manufacturer agrees to commence arbitration only in your county of residence (or if a business your principal place of business). You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 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

**6 Arbitration Fees and Payments.**

(a) Disputes Involving \$75,000 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"), 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; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any 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.

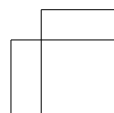
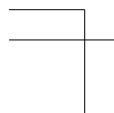
(b) Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

(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.

**7 Conflict with AAA Rules.** This warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

**8 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.

**9 Severability.** If the class action waiver in Section 6.4 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

For further information on your Warranty, as well as information needed to process your warranty queries, please visit [www.microsoft.com/mobile](http://www.microsoft.com/mobile).

All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law.

Please ensure your operator has removed any SIM-locks (or other equivalent mechanisms that may lock your Product to a specific network or operator) prior to delivering your Product for repair.

Your Product may contain country specific elements, including software. The warranty services available in a particular country may be limited to the Products and country specific elements available in that country.

Also, if your Product has been re-exported from its original destination to another country, your Product may contain country specific elements that are not considered a defect under this Warranty even if it would not be operational.

United States: Microsoft Mobile Inc., 1065 La Avenida, Mountain View CA 94043

Canada: Microsoft Mobile Canada Inc., 1950 Meadowvale Blvd., Mississauga, ON L5N 8L9

