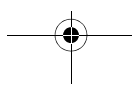
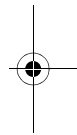
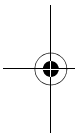
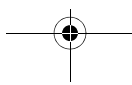
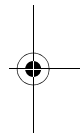
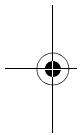




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DRAFT FEBRUARY 2006



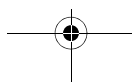
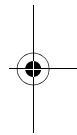
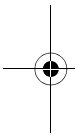


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- 3 > Vertu Package Contents
- 3 > Conventions in this Guide
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- 5 > inserting the Battery and SIM Card
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VERTU



## REGISTER YOUR VERTU PHONE

Vertu aims to provide you with the very best service possible.

To enable us to do this, please register your Vertu phone by visiting [www.verturegistration.com](http://www.verturegistration.com) or by calling Vertu Concierge using the dedicated key on the side of your handset.

## VERTU PACKAGE CONTENTS

- 1 Vertu Phone
- 1 Vertu Embossed Leather Case (optional)
- 1 Certificate of Authenticity
- 1 Microfibre Polishing Cloth (optional)
- 1 User Guide
- 1 CD-ROM
- 1 Battery
- 1 Charger
- 1 Connection Adaptor Lead
- 1 Back Cover Release Key

The packaging contents may vary slightly in accordance with regional regulations.

## REFERENCE MANUAL

Throughout this guide we mention the Reference Manual which contains additional information about your Vertu phone's functionality. There is an electronic copy on the CD-ROM supplied with your Vertu phone but if you do not have access to a compatible computer, contact Vertu Concierge for a printed copy.

The Reference Manual may not be available in your language.

## IMPORTANT INFORMATION

The wireless phone described in this guide is approved for use on GSM 850/900/1800/1900 networks. Contact your service provider for more information about networks.

## CONVENTIONS IN THIS GUIDE

**Menu** Represents text that appears on your Vertu phone's display, for example, "From the stand-by display, press **Menu**."

**SEND** Represents a Vertu phone key, for example, "Press the **SEND** key to make the call."



**Important information relating to safety.**



*Represents useful information or a quick way to access or operate a feature.*



*Represents points to be aware of when using your Vertu phone.*

## GLOSSARY

|                  |                                                                                                                                              |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Number keys      | The keys that are used to enter (key in) text or numbers.                                                                                    |
| Default          | Initial product setting as supplied by Vertu when it leaves our manufacturing facility.                                                      |
| SIM card         | Subscriber Identity Module. This is a small card supplied by your service provider to insert into your Vertu phone for a network connection. |
| Service provider | The provider of your SIM card and all associated network services.                                                                           |
| Network service  | A feature which is made available at the discretion of your service provider.                                                                |
| Stand-by display | The display that appears when your Vertu phone is switched on, with <b>Menu</b> and <b>Go to</b> at the bottom.                              |

## NETWORK SERVICES

To use the phone you must have service from a wireless service provider. Your service provider will be able to tell you about the services that are available and the charges that apply.

## SAFETY POINTS



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

For full safety instructions refer to "Safety Information" on page 16.



### ROAD SAFETY COMES FIRST

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



### INTERFERENCE

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



### SWITCH OFF IN HOSPITALS

*Follow any restrictions. Switch phone off near medical equipment.*



### SWITCH OFF IN AIRCRAFT

*Follow any restrictions. Wireless devices can cause interference in aircraft.*



### SWITCH OFF WHEN REFUELLING

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



### SWITCH OFF NEAR BLASTING

*Follow any restrictions. Do not use the phone where blasting is in progress.*



### USE SENSIBLY

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



### QUALIFIED SERVICE

*Only qualified personnel may repair this phone.*



### ACCESSORIES AND BATTERIES

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



### WATER RESISTANCE

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



### BACK-UP COPIES

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



### CONNECTING TO OTHER DEVICES

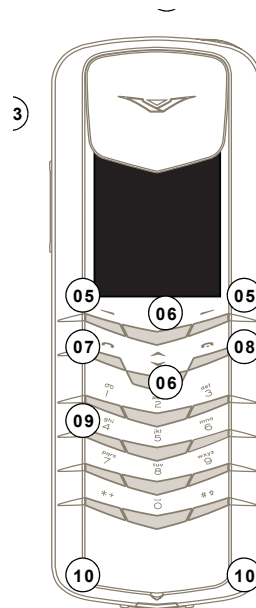
*When connecting to any other device, read its user guide for detailed safety instructions. Do not connect incompatible devices.*



### EMERGENCY CALLS

*Ensure your Vertu phone is switched on and in service. Press the END key as many times as needed to return to the stand-by display. Enter the emergency number, then press the SEND key. Give your location. Do not end the call until told to do so.*

## VERTU PHONE LAYOUT



> 01

POWER key – press and hold for a few seconds to switch on and switch off.

> 02

Earpiece.

> 03

CONCIERGE key – press and hold until **Concierge** is displayed. Press SEND to call.

> 04

VOLUME key – press the top of the key to increase the volume. Press the bottom of the key to decrease the volume.

> 05

SELECTION keys – press to perform the action or access the feature shown on the display above the key.

> 06

SCROLL keys – press to move, for example through a list of names or features.

> 07

SEND key – press to make or answer a call.

> 08

END key – press to end a call.

> 09

VOICEMAIL key – press and hold to call your voice mailbox (a network service).

> 10

\* and # keys – special function keys.

> 11

Microphone.

> 12

Accessories connector.

## INSERTING THE BATTERY AND SIM CARD

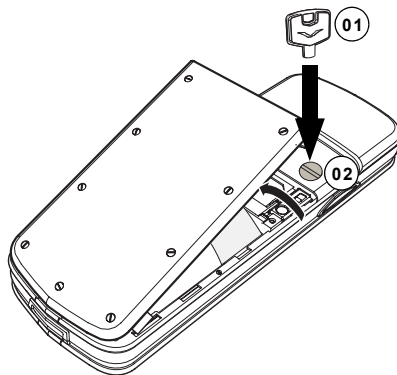
The SIM card and its contacts are easily damaged. Be careful when handling, inserting or removing the card.



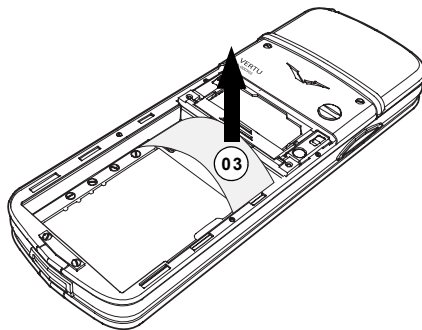
**Keep SIM cards and the back cover release key out of the reach of small children.**

**Always switch the phone off and disconnect the charger before removing the battery.**

### REMOVING THE BACK COVER



- > With the back of your Vertu phone facing you, position the back cover release key (01) into the slot of the locking screw (02).
- > Turn the locking screw (02) a quarter of a turn anticlockwise, and gently lift off the back cover as shown.

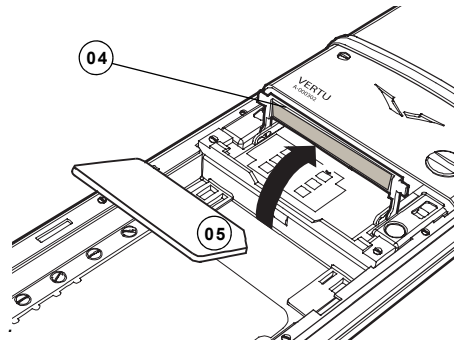


- > Remove the plastic placeholder (03) from your Vertu phone before inserting the battery.



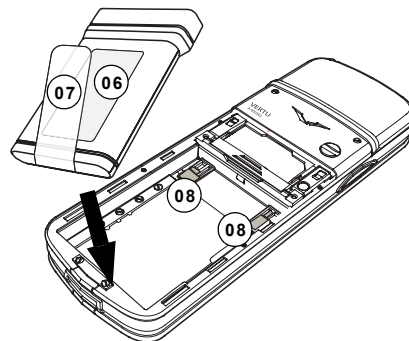
*Retain the plastic placeholder for future use. If you need to remove the battery, insert the plastic placeholder before replacing the back cover to make it easier to remove the back cover.*

### INSERTING THE SIM CARD



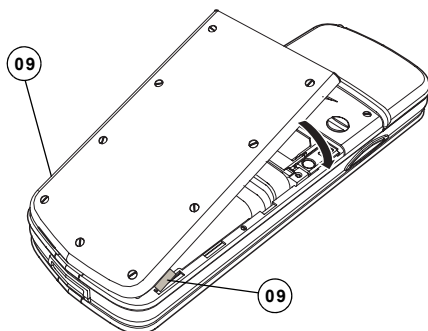
- > Slide the retaining bar (04) towards the top of your Vertu phone and then pivot upwards.
- > Insert the SIM card, ensuring that the bevelled corner (05) is located top right and the gold contact area is facing downwards.
- > Return the retaining bar to its original position and slide it towards the bottom of the phone. The retaining bar should firmly lock into place.

### INSERTING THE BATTERY

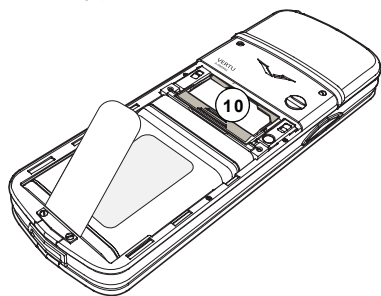


- > Insert the battery (06) bottom end first with the release tab (07) facing up from the rear of the phone. Ensure that the contacts on the top end of the battery align with the contact points (08) inside the battery compartment.
- > Ensure that the battery and SIM card are seated correctly before replacing the back cover.

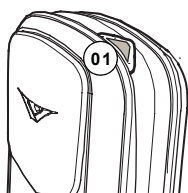
## REPLACING THE BACK COVER



- > To replace the back cover, locate lugs (09) as shown.
- > Pivot the back cover into position until it clicks into place. The cover should close tightly using only light pressure – do not force it closed! If the cover does not close easily, remove it and check the battery and SIM are correctly inserted, and the retaining bar (10) is correctly positioned and locked.



## SWITCHING ON YOUR VERTU PHONE



- > Press and hold the POWER key (01) for a few seconds to switch on your Vertu phone.

If your battery requires charging, a **Battery low** message is displayed when you first switch on your Vertu phone. Refer to "Charging the battery" on page 13 for more information.

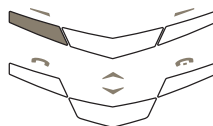
## ENTERING YOUR PIN CODE

Depending on your SIM card settings, you may be prompted to enter a PIN (Personal Identification Number) code when you switch on your Vertu phone. This code is used to protect access to your SIM card and is independent of your Vertu phone.

If you used your SIM card in another phone previously, the code will be the same.



- > Use the NUMBER keys to key in your PIN code.
- > Press **OK**.



## SETTING THE TIME AND DATE

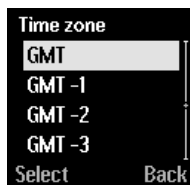
If the time and date are not set, you will be prompted to enter your time settings when you first switch on your Vertu phone.:



- > Use the NUMBER keys to key in the correct time.
- > Use the SCROLL keys to toggle between hours and minutes.

You can enter the time in either 12-hour (am/pm) format or 24-hour format.

To select your local time zone:



- > Scroll to the appropriate time zone.
- > Press **Select**. The date screen is displayed.

To set the date:



- > Use the NUMBER keys to key in the date.
- > Use the SCROLL keys to move between the figures.
- > Press **OK**. A confirmation message is displayed.



*If the battery is removed from your Vertu phone for longer than two hours, you may need to set the time and date again.*

## DISPLAY ICONS AND INDICATORS

The display shows the current status of your Vertu phone.



The battery charge and signal strength indicators appear at the top of the display.



Indicates the signal strength of the network at your current location.



Indicates the battery charge level.



Indicates that both battery and signal levels are at full strength.



Indicates that both battery and signal levels are below full strength.



Indicates that the signal strength at your current location is too weak to make calls.

Status icons are displayed below the battery charge and signal strength indicators. The most commonly displayed icons are:



Indicates that you have received one or more text messages.



Indicates that you have received one or more voice messages (a Network Service).



Indicates that the **General** profile is selected. Alternative icons are displayed for other profiles.



Indicates that audible alerts are disabled and no sounds are made when you receive calls or messages.



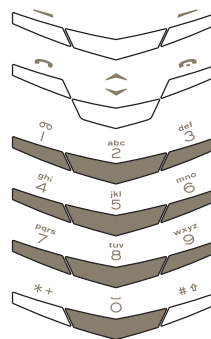
Indicates that the keypad is locked.

Refer to the Reference Manual for a complete list of icons and their meaning.

## MAKING CALLS



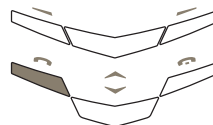
> Check the signal strength indicator. If the display indicates a poor signal, adjust your physical location to be clear of obstructions that may block the signal.



> From the stand-by display, use the **NUMBER** keys to key in the number you want to call.



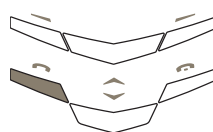
When keying in international numbers, press the **\*\*** key twice instead of keying in the international access code. A plus (+) sign appears on the display to represent the international access code.



> Press the **SEND** key to begin your call.

## ANSWERING CALLS

When you receive an incoming call, by default, a ringing tune is played and a call message is displayed. If enabled, your Vertu phone also vibrates.

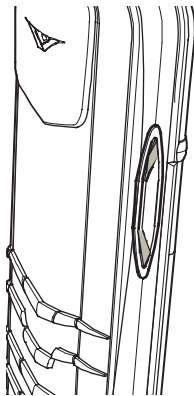


> Press the **SEND** key to answer an incoming call.



While in a call, you can use the speaker phone for a hands free call. Refer to the Reference Manual for more information.

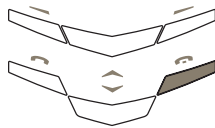
## ADJUSTING VOLUME



Use the **VOLUME** key on the right side of your Vertu phone to obtain a comfortable listening level.

- > Press the top of the key to increase the volume.
- > Press the bottom of the key to decrease the volume.

## ENDING OR REJECTING CALLS



- > Press the **END** key to end a call or reject an incoming call.

## EMERGENCY CALLS



**Your Vertu phone, like any wireless phone, operates using radio signals, wireless and landline networks as well as user-programmed functions. Because of this, connections in all conditions cannot be guaranteed. Therefore, you should never rely solely upon any wireless phone for essential communications, for example medical emergencies.**

Emergency calls may not be possible on all wireless phone networks or when certain network services and/or phone features are in use. Check with local service providers.

## MAKING AN EMERGENCY CALL

- > If the phone is not on, switch it on. Some networks may require that a valid SIM card is properly inserted in the phone.
- > Press the **END** key as many times as needed to return to the stand-by display.
- > Key in the emergency number for your present location, for example 112, 911, 999, 08 or other official emergency number. Emergency numbers vary by location.
- > Press the **SEND** key.

If certain features are in use, you may first need to turn those features off before you can make an emergency call. For more information consult the Reference Manual or your local service provider.

When making an emergency call, remember to give all the necessary information as accurately as possible.

Remember that your phone may be the only means of communication at the scene of an accident – do not cut off the call until given permission to do so.

## KEYPAD LOCK

You can lock the keypad on your Vertu phone to prevent the keys being operated accidentally.

## LOCKING THE KEYPAD

From the stand-by display, press **Menu** followed by the **\*\*** key within two seconds. A confirmation message is displayed.

When the keypad is locked, a key icon appears below the signal strength indicator.



*When the keypad is locked, calls may be possible to the emergency number programmed into your Vertu phone, for example 112, 911, 999, 08 or another official emergency number.*

- > Key in the emergency number.
- > Press **SEND**.

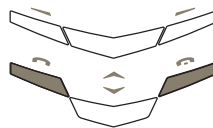
*The emergency number is displayed only after you have keyed in its last digit.*

## UNLOCKING THE KEYPAD

Press **Unlock** followed by the **\*\*** key within two seconds. A confirmation message is displayed.

## Receiving a call

Your Vertu phone keypad lock is automatically suspended when you receive an incoming call



- > Press the **SEND** key to answer a call when the keypad is locked.
- > During the call your Vertu phone can be operated as normal.
- > Press the **END** key to end a call or reject an incoming call.

The keypad reverts to locked when you end the call.

## MENU NAVIGATION

Your Vertu phone offers an extensive range of functions that are accessed through a series of menus.

## USING THE MENUS

- > From the stand-by display, press **Menu** to display the menu categories.
- > Use the **SCROLL** keys to scroll to the desired menu.
- > Press **Select** to enter the menu and view the submenus.

The menu categories are as follows:

### Messages



Allows you to write, send, receive and read messages. Your Vertu phone supports text, multimedia, voice and email messages

### Call register



Allows you to view information about voice and data calls that you have made, received and missed.

### Profiles



Allows you to set up audible and vibration alerts. Six different profiles are available on your Vertu phone.

### Settings



Allows you to customise your phone settings. You can update: time and date; shortcuts; connectivity; call settings; phone settings and security settings.

### Contacts



Allows you to manage your personal phone book including options like assigning speed dials and voice tags to your entries.

### Additions



Enables you to access your multimedia files, use the media player, voice recorder, custom applications and browser.

### Organiser



Allows you to view your calendar, set reminders for forthcoming events or dates, add notes, review your to-do list and set the alarm clock.

**Alarm Clock** Allows you to set an alarm



**Travel** Enables you to check world time, currency exchange rate and temperatures.

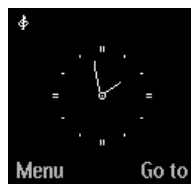
### SIM services



May offer additional features or facilities such as online banking or sports information. The name displayed may differ and the feature's availability is at the discretion of your service provider. Many providers disable this feature.

When navigating through the menus and submenus, press **Back** or **Exit** to return to the previous menu or submenu without saving changes. At any time, press the **END** key to return to the stand-by display without saving changes.

## USING GO TO SHORTCUTS



- > From the stand-by display, press **Go to** to access a function from the shortcut list.
- > Use the **SCROLL** keys to scroll to the desired function.
- > Press **Select** to enter the function directly.

The following information explains how to use the default shortcuts. You can customise the shortcut list for easy access to your favourite functions. For more information refer to the Reference Manual.

### Alarm clock

You can use the **Alarm clock** shortcut to set an audible alert at a specified time during the next 24 hours. The alarm will sound, provided the time has

been set on your Vertu phone and the battery is sufficiently charged.

 If you set the alarm clock and then switch off your Vertu phone, the alarm will still sound at the time set.



> Use the **SCROLL** keys to scroll to **Alarm clock** and press **Select**.

> Key in the alarm time using the **NUMBER** keys, using the **SCROLL** keys to toggle between hour and minutes.

> Press **OK**.

> If the clock is set to use 12-hour format, Scroll to **am** or **pm** and press **OK**.

A confirmation message is displayed and an  icon shows that the alarm is set.

## Travel

You can use the Travel shortcut to look up various travel related items and travel related items. The alarm will sound, provided the time has been set on your Vertu phone and the battery is sufficiently charged.

 If you set the alarm clock and then switch off your Vertu phone, the alarm will still sound at the time set.



> Use the **SCROLL** keys to scroll to **Alarm clock** and press **Select**.

> Key in the alarm time using the **NUMBER** keys, using the **SCROLL** keys to toggle between hour and minutes.

> Press **OK**.

> If the clock is set to use 12-hour format, Scroll to **am** or **pm** and press **OK**.

## Bluetooth

You can use the Bluetooth shortcut to set up various things to do with bluetooth. The alarm will sound, provided the time has been set on your Vertu phone and the battery is sufficiently charged.

 If you set the alarm clock and then switch off your Vertu phone, the alarm will still sound at the time set.



> Use the **SCROLL** keys to scroll to **Alarm clock** and press **Select**.

> Key in the alarm time using the **NUMBER** keys, using the **SCROLL** keys to toggle between hour and minutes.

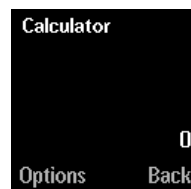
> Press **OK**.

> If the clock is set to use 12-hour format, Scroll to **am** or **pm** and press **OK**.

A confirmation message is displayed and an  icon shows that the alarm is set.

## Calculator

The **Calculator** shortcut enables you to perform simple calculations using your Vertu phone. You can add, subtract, multiply, divide, square, square root and convert currency values.



> Use the **SCROLL** keys to scroll to **Calculator** and press **Select**.

> Key in the first number of the calculation. To obtain a decimal point, press the **.\*** key.

> Either, press **Options** and select the arithmetical operator from the list and press **Select**. Or, press the **.\*** key to select a different operator with each key press.

>

## Create Message

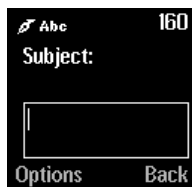
The **Create msg.** shortcut provides quick access to the text message creation function. Refer to "Sending Text Messages" on page 12 for more information.



- > Use the **SCROLL** keys to scroll to **Gallery** and press **Select**.
- > Use the **SCROLL** keys to scroll to the appropriate multimedia folder and press **Options**. For example to locate the files created by the Voice Recorder, scroll to **Recordings**.
- > Use the **SCROLL** keys to highlight **Open** and press **Select**.
- > Use the **SCROLL** keys to scroll through the files of the selected type, press **Options** to select an action to perform on the file and press **Select**. For example, scroll to **Open** to open the file in the Media Player.

## Inbox

The **Inbox** shortcut provides quick access to the text message inbox function. Refer to "Text Messages" on page 11 for more information.



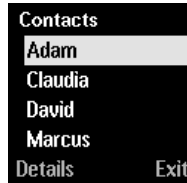
- > Use the **SCROLL** keys to scroll to **Make a to-do** and press **Select**.
- > Key in the subject of your to-do item and press **Options**.
- > Use the **SCROLL** keys to highlight **Save** and press **Select**.
- > Set the priority of your item as **High**, **Medium** or **Low** and press **Select**. The to-do note is saved to the to-do list in your phone's organiser.

## CONTACTS

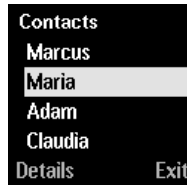
Your Vertu phone's directory can hold up to 1,000 entries. Refer to the Reference Manual for more information about adding and deleting contacts and creating speed dials and voice tags.

### QUICK SEARCH

To search for names and numbers quickly, follow the procedure below:



- > From the stand-by display, press a **SCROLL** key.
- > Key in the first letter of the desired name, for example "M". The first name starting with that letter is highlighted.



- > Scroll to the desired name.
- > If the name in your Contacts directory has multiple numbers associated with it, press **Details** and scroll to the desired number.



- > Press the **SEND** key to call the number.

## TEXT MESSAGES

The **Messages** feature allows you to write, send, receive and store text messages. Refer to the Reference Manual for a detailed explanation of all text message options and how to use predictive text input, a feature that allows you to key in text messages quickly.

## READING TEXT MESSAGES



When you receive a text message, an information note and an envelope icon appear. By default a received message is accompanied by an audible alert.

- > Press **Show**.
- > Press the lower **SCROLL** key to read the whole message.

## SENDING TEXT MESSAGES



- > From the stand-by display, press **Menu**. **Messages** appears.
- > Press **Select**. **Text messages** is highlighted.
- > Press **Select**. **Create message** is highlighted.
- > Press **Select**.



The first letter of a sentence is automatically capitalised.  
Key in your text message.  
Press **Clear** at any time to erase the character to the left of the cursor.



- > Press **Options**. **Send** is highlighted.
- > Press **Select**.
- > If prompted, key in your message centre number and press **OK**.
- > Key in the recipient's phone number.
- > Press **OK**. A confirmation message is displayed.

## VERTU CONCIERGE

Vertu Concierge is an exclusive service for people who believe that quality matters. Our aim is to bring you only the very best, whether it be music, art, travel or food.

Vertu Concierge provides you with a highly personalised range of services including:

- > *Lifestyle services such as restaurant recommendations and reservations, travel assistance, and tickets for theatre shows, concerts or sporting events.*
- > *Solving everyday practical problems such as finding a reputable plumber or tracking down a gift.*
- > *Assistance with using your Vertu phone.*

When you connect to Vertu Concierge, you can speak directly to a team of Lifestyle Managers who are available 24 hours a day, 7 days a week to offer personalised assistance.

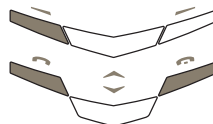
## CALLING VERTU CONCIERGE



The **CONCIERGE** key is located on the left side of your Vertu phone as shown.



- > Press and hold the **CONCIERGE** key for approximately two seconds, until **Concierge** appears.
- > Press **Call** or the **SEND** key to call Vertu Concierge.



If you are unable to reach Vertu Concierge using the **CONCIERGE** key, call +448707375535.

## ACCESSORIES

This section shows how to use the individual accessories with your Vertu phone.

- > *Charger*
- > *Battery*



**Keep all parts out of reach of small children.**

**Use only batteries, chargers and accessories approved by Vertu for use with this particular phone model. The use of any other types may invalidate any approval or warranty applying to the phone and may be dangerous.**

To optimise the performance and lifetime of your accessories, and protect your warranty coverage, observe the following handling and usage precautions:

- > *Keep dry. Precipitation, humidity and all types of liquids or moisture can contain minerals that will corrode electronic circuits.*
- > *Do not use or store in dirty or dusty areas.*
- > *Do not attempt to open.*
- > *Do not drop, knock or shake. Rough handling can break fine mechanics.*
- > *Do not store in hot areas. High temperatures can shorten the life of electronic devices and damage batteries.*
- > *Do not store in cold areas.*
- > *Do not use harsh chemicals, cleaning solvents or strong detergents to clean.*
- > *Do not paint.*

For more information about the availability of accessories approved for use with your Vertu phone, contact Vertu Concierge.

#### CHARGER

The charger recharges your Vertu phone battery quickly and safely by means of a powered AC outlet.

The charger supplied with your Vertu phone should be appropriate for your region. However, you should always check that electrical rating of the AC outlet is appropriate for the charger before you attempt to plug it in.



**Never attempt to use a charger if it has been damaged. Contact Vertu Concierge to obtain a replacement.**

#### Attaching the cable to the phone connector



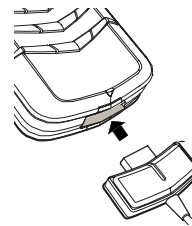
- > Attach the charger cable by inserting it into the adaptor body.

#### Charging the battery

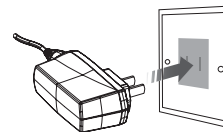
The battery for your Vertu phone is rechargeable and requires charging at regular intervals.



**Only use the approved charger and battery designed specifically for your Vertu phone.**



- > Insert the charger connector into the bottom of your Vertu phone as shown.



- > Connect the charger body to a powered AC outlet.
- > After a few seconds, the battery indicator animates and a confirmation message is displayed if your Vertu phone is switched on.

If the battery is fully discharged it may take a few moments before the charging indicator appears on the display.

When the battery is fully charged, the battery charge indicator stops animating and, if your Vertu phone is switched on, a confirmation message is briefly displayed.

If your Vertu phone is not charging, try the following:

- > Disconnect the charger from the AC outlet.
- > Check that the electrical rating of the AC outlet is compatible with your charger.

- > Verify that the AC outlet has power and that it is switched on. For example, in many hotel rooms, AC outlets are used for lighting and may be switched on and off from remote locations in the room.
- > Wait for at least 10 seconds and then reconnect the charger to the AC outlet.
- > Use another nearby AC outlet that you know is providing power.
- > If charging still fails, contact Vertu Concierge for further advice.

#### BATTERY



**Never dispose of batteries in a fire.**

**Always dispose of batteries according to local regulations. Please recycle when possible. Do not dispose of batteries as household waste.**

The full performance of a new battery is achieved only after two or three complete charge and discharge cycles. The battery can be charged and discharged hundreds of times but it will eventually wear out. If you notice that the talk and stand-by times are much shorter than normal, you may need a new battery. Contact Vertu Concierge to obtain a Vertu approved battery.

#### Charging and discharging

Unplug the charger from the AC outlet and your Vertu phone when not in use. Do not leave your Vertu phone connected to a charger. The battery does not have to be completely discharged before you can recharge it. Overcharging the battery may shorten its lifetime. If left unused, a fully charged battery will lose its charge over time. Temperature extremes can affect the ability of your battery to charge.

#### Battery care and safety

Use the battery only for its intended purpose. Never use any charger or battery that is damaged.

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

Leaving the battery in hot or cold places, such as in a closed car in summer or winter conditions, will reduce the capacity and lifetime of the battery. Always try to keep the battery between 15°C and

25°C (59°F and 77°F). If your battery is very hot or extremely cold, your Vertu phone may not work temporarily, even if the battery is fully charged. Battery performance is particularly limited in temperatures well below freezing.

#### CD-ROM

The CD-ROM provided with your Vertu phone contains an electronic version of the Reference Manual, Vertu PC Suite and instructions on setting up your Vertu phone for MMS, browsing and email.

#### VERTU PC SUITE

Vertu PC Suite includes four applications that extend the functionality of your Vertu phone.

|                           |                                                                                                                                                                                                          |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Content Copier</i>     | Allows you to back up and restore phone data, such as the Contacts and Organiser, using your computer.                                                                                                   |
| <i>Synchronisation</i>    | Allows you to synchronise Contacts entries and Organiser notes in your Vertu phone with Windows® applications, such as Microsoft® Outlook® and Outlook® Express.                                         |
| <i>Modem Connectivity</i> | Allows you to use your Vertu phone as a modem for data calls, when connected to a computer.                                                                                                              |
| <i>Phone Browser</i>      | Allows you to view the contents of the Gallery folder, of your Vertu phone, on a compatible computer. You can browse picture and audio files and transfer files between your Vertu phone and a computer. |

#### MINIMUM SPECIFICATIONS

The Vertu CD-ROM will only work on a compatible computer with a CD-ROM drive and with at least the minimum specifications listed below.

|                  |                                                  |
|------------------|--------------------------------------------------|
| Operating System | Microsoft® Windows® 2000, Microsoft® Windows® XP |
| Processor        | Intel® Pentium® III 333 MHz or equivalent        |
| Display          | 1024 x 768 pixels<br>256 colours                 |

|        |        |
|--------|--------|
| Memory | 256 MB |
|--------|--------|

|                 |        |
|-----------------|--------|
| Free Disk Space | 250 MB |
|-----------------|--------|

- > Ensure your compatible computer complies with at least the minimum specifications listed above.
- > Insert your Vertu CD-ROM into the CD-ROM drive.
- > Click on the INSTALL NOW button.
- > Follow the on-screen instructions to complete the installation.

#### VUEWING THE ELECTRONIC REFERENCE MANUAL

- > Start the CD-ROM as described above.
- > Click on the LAUNCH PDF button.
- > Follow the on-screen instructions to view the Reference Manual in your desired language.

#### SETTING UP MMS, BROWSING AND EMAIL

- > Start the CD-ROM as described above.
- > Click on the ORDER SETTINGS button.
- > Your computer must be connected to the Internet to set up MMS, browsing and email.

#### CARE AND MAINTENANCE

Your Vertu products have been crafted from some of the finest materials and care should be taken to keep them in good condition.



**Damage caused to your Vertu phone by failing to observe these care instructions is not covered by the warranty.**

#### CERAMICS AND SAPPHIRE

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

Avoid the following:

- > *Contact with other hard materials such as diamond jewellery, nail files, abrasives, and mineral crystals.*
- > *Dropping or knocking the product on hard surfaces.*
- > *Repeated rubbing against hard surfaces.*

#### LEATHER

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

Avoid the following:

- > *Exposure to water and high humidity.*
- > *Dropping, rubbing or knocking on hard surfaces.*
- > *Exposure to extreme temperatures.*
- > *Contact with oily substances, make-up and solvents.*

#### METAL

Vertu metals are finished to a high standard and care needs to be taken to maintain their appearance. Protect in the Vertu leather case where possible and polish only with the Vertu microfibre polishing cloth.

Avoid the following:

- > *Contact with chemicals such as solvents, alkaline and acid solutions, cola-based drinks and exposure to salt water. Wipe with a clean, soft cloth as soon as possible if contact occurs.*
- > *Contact with sharp objects.*
- > *Dropping or knocking against hard surfaces.*
- > *Metal polishes.*

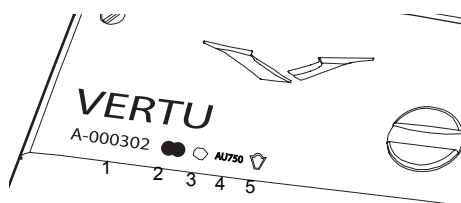
#### HALLMARKS

If you have a gold or platinum Vertu phone, hallmarks are stamped as shown below to authenticate the precious metals used. Each precious metal is tested to ensure that the purity of the alloy conforms to the exacting standards of the European Convention Mark under the jurisdiction of the Swiss Assay Office.

The hallmark is made up of several stamps, which each have an individual meaning. It is located on the backplate next to the serial number.

# SAFETY INFORMATION

VERTU



A-000302 1. Serial number.



2. Common control mark denoting the European Convention Mark – 750 (18 carat gold) in scales.



3. St. Bernard dog's head – Swiss Assay Office mark.

AU750

4. The fineness (purity) mark – AU 750 (18 carat gold)).



5. Sponsor's mark denoting the Vertu brand.

## SAFETY INFORMATION

### TRAFFIC SAFETY

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

### OPERATING ENVIRONMENT

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

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

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

### ELECTRONIC DEVICES

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

### PACEMAKERS

Pacemaker manufacturers recommend that a minimum separation of 15 cm (6 inches) be maintained between a hand-held wireless phone and a pacemaker to avoid potential interference with the pacemaker. These recommendations are consistent with the independent research by and recommendations of Wireless Technology Research.

Persons with pacemakers:

- > *Should always keep the phone more than 15 cm (6 inches) from their pacemaker when the phone is switched on;*
- > *Should not carry the phone in a breast pocket;*
- > *Should use the ear opposite the pacemaker to minimize the potential for interference.*

If you have any reason to suspect that interference is taking place, switch off your phone immediately.

### HEARING AIDS

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

### OTHER MEDICAL DEVICES

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

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

### VEHICLES

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

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

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

For vehicles equipped with an air bag, remember that an air bag inflates with great force. Do not place objects, including both installed or portable

wireless equipment in the area over the air bag or in the air bag deployment area.

#### AIRCRAFT

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

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

#### POTENTIALLY EXPLOSIVE ATMOSPHERES

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

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

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

#### WATER RESISTANCE

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

If your Vertu phone is accidentally splashed with water, ensure you dry it completely before removing the back cover.

Never charge your Vertu phone when the connector at the bottom of the phone is damp or wet. Chargers must only be used in dry conditions. They should never be used when damp or wet..

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

#### ANTENNA

Your Vertu phone has an internal antenna. As with any other radio transmitting device, do not touch

the antenna unnecessarily when the phone is switched on. Contact with the antenna affects call quality and may cause the phone to operate at a higher power level than otherwise needed. Avoiding contact with the antenna during a call optimises the antenna performance and the talk time of your Vertu phone.

#### SPECIFICATIONS

##### STAINLESS STEEL

|           |     |
|-----------|-----|
| Volume    | TBA |
| Weight    | TBA |
| Length    | TBA |
| Width     | TBA |
| Thickness | TBA |

##### GOLD

|           |     |
|-----------|-----|
| Volume    | TBA |
| Weight    | TBA |
| Length    | TBA |
| Width     | TBA |
| Thickness | TBA |

## Warranty

### VERTU TWO-YEAR LIMITED INTERNATIONAL WARRANTY FOR CELLULAR PHONE

THIS LIMITED WARRANTY SHALL NEITHER EXCLUDE NOR LIMIT (I) ANY MANDATORY STATUTORY RIGHTS OF THE CLIENT OR (II) ANY OF THE CLIENT'S RIGHTS AGAINST THE SELLER/DEALER OF THE PRODUCT.

VERTU LTD ("Vertu") warrants that this cellular phone ("Product") is free from defects in material and workmanship according to the following terms and conditions:

1. The Limited Warranty for the Product extends for TWO (2) years beginning on the date of original purchase or delivery of the Product, whichever is the later. In case of a change of owner/user, such warranty period shall continue for the remaining part of the twenty-four (24) month period and otherwise remain unaffected.
2. During the period of the Limited Warranty, Vertu will repair, modify or replace, at Vertu's sole option, any defective parts, or any parts that will not properly operate for their intended use with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. No charge will be made to the Client for the repair or replacement of any such parts. Vertu will also pay for the labour charges incurred by Vertu in repairing or replacing the defective parts. The repaired Product will be warranted for the balance of the original warranty period or for ninety (90) days from the date of repair, whichever is longer. This Limited Warranty does not cover damage to or defects in (other than manufacturing defects) appearance, cosmetic, decorative or structural items and any non-operative parts. Vertu's limit of liability under the Limited Warranty shall be the price paid by the Client for the Product less a reasonable amount for usage. These remedies are the Client's exclusive remedies for breach of this Limited Warranty.
3. Upon request from Vertu, the Client must prove the date of the original purchase or delivery of the Product by producing a legible and non-modified original certificate of authenticity which clearly indicates the name and address of an authorised retailer, the date and place of purchase/delivery, the product type and the IMEI or serial number of the Product, a bill of sale or a dated receipt which contains the same information.
4. Vertu shall bear the cost of shipping the Product to the location from which the Client handed over the Product to Vertu (or its representatives) after the completion of service under this Limited Warranty.
5. The Client shall have no coverage or benefits under this Limited Warranty if any of the following conditions are applicable:
  - a) The Product has been subject to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, spillage of food or liquid, exposure to chemical agents, unauthorised modifications, unauthorised connections, unauthorised repair, rough handling, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Vertu, including without limitation damage caused by shipping, dropping the Product, deterioration of consumable parts, such as batteries which by their nature have a limited lifecycle, and breakage or damage to antennas.
  - b) The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to thermal, environmental or weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancel bots or damage caused by the connection to other products not recommended for interconnection by Vertu.
  - c) The Customer Service Department at Vertu was not advised by the Client in writing of the alleged defect or malfunction of the Product within thirty (30) days after the expiration of the applicable warranty period.
  - d) The Product was not returned to Vertu or its authorised retailer within thirty (30) days after the appearance of the defect within the warranty period.
  - e) The Product serial number plate or the accessory data code has been removed, defaced, altered or is illegible.
  - f) The defect or damage was caused by the defective function of the cellular network system or by inadequate signal reception by the external antenna.
  - g) The defect was caused by the Product being used with or connected to an accessory not manufactured and supplied by Vertu or used other than for its intended use.
  - h) The battery was short-circuited or the seals of the battery enclosure or cells are broken or show evidence of tampering or the battery was used in equipment other than that for which it has been specified.
  - i) The Product software needs to be updated due to changes in cellular network parameters.
  - j) The defect or damage was as a result of general wear and tear incurred in normal usage of the Product.
6. If a problem develops during the period of the Limited Warranty, the following procedure will apply:
  - a) The Client shall return the Product to the place of purchase for repair or replacement processing or if this is not convenient because

- of distance (more than 50 miles/80 km) or for other good cause, the Client may contact Vertu Concierge.
- b) The Client shall bear the costs of transporting the Product to the relevant Vertu service location, with transport and insurance charges prepaid.
  - c) Subject to Clause 6(e), the Client will be billed for any parts or labour charges not covered by this Limited Warranty.
  - d) Vertu will repair or authorise the repair of the Product under the Limited Warranty within 30 days after receipt of the Product by Vertu or a Vertu authorised service centre, or within an extended period as may be notified by Vertu to Client due to the nature of the repair ("Timeframe"). If Vertu cannot repair within the Timeframe, or after a reasonable number of attempts to repair the same defect, Vertu at its sole option, will provide a replacement Product or refund the purchase price of the Product less a reasonable amount for usage.
  - e) If the Product is returned to the Customer Service Department at Vertu during the period of the Limited Warranty, but the problem with the Product is not covered under the terms and conditions of this Limited Warranty, the Client will be notified and given an estimate of the charges the Client must pay to have the Product repaired, with all shipping charges billed to the Client. If the estimate is refused, the Product will be returned freight collect. If the Product is returned to the Customer Service Department at Vertu after the expiration of the warranty period, Vertu's normal service policies shall apply and the Client will be responsible for all shipping charges.
7. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES AND CONDITIONS STATED IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS CONCERNING THE SUPPLY OR PURPORTED SUPPLY OF, OR FAILURE TO SUPPLY OR DELAY IN SUPPLYING THE PRODUCT WHICH MIGHT, BUT FOR THE AFFECT OF THIS CLAUSE 7, HAVE EFFECT BETWEEN VERTU AND THE CLIENT OR WOULD OTHERWISE BE IMPLIED OR INCORPORATED INTO THIS LIMITED WARRANTY OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED (INCLUDING WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY OR FITNESS FOR PURPOSE).
  8. VERTU SHALL NOT BE LIABLE FOR LOSS OR DAMAGE, WHETHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGE WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE):
    - a) LOSS OF ANTICIPATED BENEFITS OR PROFITS.
    - b) LOSS OF ACTUAL OR ANTICIPATED SAVINGS.
    - c) PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.
    - d) THIRD PARTY CLAIMS.
    - e) LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT OR FACILITIES.
    - f) DOWNTIME OR LOSS OF BUSINESS.
    - g) LOSS OF OPPORTUNITY.
    - h) LOSS OF GOODWILL.
    - i) LOSS OF REPUTATION.
    - j) LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA.
  9. Vertu does not warrant uninterrupted or error free internet or data connections.
  10. Vertu shall not be liable for any delay in rendering service under the Limited Warranty, or loss of use during the period that the Product is being repaired.
  11. Vertu's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the sale of the Product shall be the price paid by the Client for the Product less a reasonable amount for usage.
  12. The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Limited Warranty shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right, which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.
  13. Vertu neither assumes nor authorises any authorised service centre or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this Limited Warranty, including the provider or seller of any extended warranty or service agreement. Any change or amendment to this Limited Warranty requires Vertu's prior written consent.
  14. This Limited Warranty represents the whole agreement between the parties relating to the subject matter hereof.
  15. This Limited Warranty allocates the risk of failure of the Product between the Client and Vertu. The allocation is recognised by the Client and is reflected in the purchase price of the Product.
  16. Any action or lawsuit for breach of warranty must be commenced within thirty (30) months following delivery of the Product.

VERTU

17. All warranty information, product features and specifications are subject to change without notice.

18. Questions concerning this Limited Warranty may be directed to the Customer Service Department at the following addresses.

Vertu operates a policy of continuous development. Vertu reserves the right to make changes and improvements to any of the products described in this document without prior notice.

## SAR NOTICE – RHV-8

**YOUR VERTU PHONE (MODEL: TBA, TYPE: RHV-8, FCC ID: P7QRHV-8) MEETS GUIDELINES FOR EXPOSURE TO RADIO WAVES**

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

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

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

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

**USA and Canada:** Your mobile device is also designed to meet the requirements for exposure to radio waves established by the Federal Communications Commission (USA) and Industry Canada. These requirements set a SAR limit of 1.6 W/kg averaged over one gram of tissue. The highest SAR value reported under this standard during product certification for use at the ear is TBA W/kg and when properly worn on the body is TBA W/kg. Information about this device model can be found at <https://gulfoss2.fcc.gov/prod/oet/cf/eas/reports/GenericSearch.cfm> by searching the equipment authorization system using FCC ID: P7QRHV-8.

## NOTICES

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US Patent No 5818437 and other pending patents. T9 text input software copyright © 1997-2002. Tegic Communications, Inc. All rights reserved.

Includes RSA BSAFE cryptographic or security protocol software from RSA Security.

## EXPORT CONTROLS

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

## FCC/INDUSTRY CANADA NOTICE

Your Vertu phone may cause TV or radio interference (for example, when using a telephone in close proximity to receiving equipment). The FCC or Industry Canada can require you to stop using your phone if such interference cannot be eliminated. If you require assistance, contact Vertu Concierge. This device complies with Part 15 of the FCC rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

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

## DECLARATION OF CONFORMITY

We, Vertu declare under our sole responsibility that the product, Model TBA, type **RHV-8** is in conformity with the provision of the following Council Directive: 1999/5/EC.

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

**CE168**

## EU RECYCLING NOTICE

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

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



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

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

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

Background information on the European WEEE directive is available from [www.europa.eu.int/](http://www.europa.eu.int/)

## VERTU CONCIERGE TERMS & CONDITIONS

### 1. Vertu Concierge

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

### 2. Membership Information

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

### 3. Subscription

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

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

### 4. VC Services

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

### 5. Services Subject to Change

As a member, note that:

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

### 6. Payment for Services

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

### 7. Availability of Services

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

### 8. Right of Withdrawal

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

### 9. Requests

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

### 10. Dealing with VC Suppliers

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

### 11. Personal Membership

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

### 12. Cancellation of Membership

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

### 13. Changes to Terms and Conditions

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

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

### 14. Payment Details

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

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

### 15. Supply of Details

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

### 16. Payments Due

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

### 17. Delivery

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

### 18. Limited Warranty

Vertu warrants to you that Vertu shall use its reasonable endeavours to provide the VC services with reasonable care and skill and, as far as reasonably possible, in accordance with your request and instructions from time to time. Where Vertu supplies you with any goods or services supplied by a third party, then Vertu is acting as your agent in sourcing the goods or services. Vertu will use reasonable care in selecting the Supplier and ensuring the order is placed in accordance with your wishes. For the avoidance of doubt, Vertu does not and will not provide any representations or recommendations in relation to any of the

information and suggestions comprised within the VC services. You are deemed to be responsible for, and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of services or sale of goods.

## 19. Vertu as Agent

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

## 20. Disclaimers

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

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

## 21. Limitation of Liability

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

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

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

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

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

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

## 22. Governing Law and Arbitration of Disputes

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

If acceptance of your membership request or a particular service request takes place within Asia Pacific, the governing law of these Terms and Conditions shall be Singapore law. All disputes arising from or connected to these Terms and Conditions shall be settled finally and exclusively in Singapore under the Rules of the

Singapore International Arbitration Centre (SIAC Rules). The arbitration shall be conducted in English in Singapore. The award shall be final and binding on both parties. Provided that the parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing the arbitral award.

If acceptance of your membership request or a particular service request takes place within the Americas region, all disputes and matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§1 et. seq.). Except to the extent governed by applicable U.S. federal law, any transactions with VC and its Suppliers shall be governed by the laws of the State of Texas, excluding its conflict of law rules. Any and all claims, except claims for monies due to Vertu, arising out of or relating to your membership and use of VC shall be barred unless an action or legal proceeding is commenced within eighteen (18) months after the date you or Vertu knew or should have known of the facts giving rise to such claim. Any dispute relating in any way to your membership and use of VC and any orders placed through VC, shall be submitted (together with any counterclaims and disputes under or in connection with other transactions and/or agreements between you and Vertu) to final and binding, confidential arbitration to the Dallas, Texas office of the American Arbitration Association (the "AAA"), with such arbitration to be held in Dallas County, Texas, except that, to the extent you have in any manner violated or threatened to violate any Vertu or Vertu affiliates' or licensors' intellectual property rights, Vertu may seek injunctive or other appropriate relief in any state or federal court in the state of Texas or, at Vertu's option, any other appropriate state or country, and you consent to exclusive jurisdiction and venue of such court. Arbitration under these Terms and Conditions shall be conducted under the then prevailing Wireless Industry Arbitration Rules of the AAA (except as such rules may be modified by the terms of these Terms and Conditions), unless otherwise agreed in writing by the parties and shall be heard by a single arbitrator. Subject to any terms contained in these Terms and Conditions limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including without limitation equitable relief, provided that no award of exemplary, special, consequential or punitive damages shall be permitted. The prevailing party, as determined by the arbitrator, shall pay the AAA arbitration fees and the arbitrator's fees and expenses, as applicable. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. To the fullest extent permitted by applicable law, the arbitration shall be conducted on an individual, not a class-wide basis, and no arbitration under these Terms and Conditions shall be consolidated with or joined to an arbitration involving any other person or entity, whether through class arbitration proceedings or otherwise, without the prior written consent of you and Vertu.

## 23. Force Majeure

Vertu shall not be liable for loss or damage caused by any delay or failure to perform its obligations under these Terms and Conditions caused by failure of any machine, system of authorization, data processing or communications system, transmission link, strikes, lockouts, riots, war, fire, acts of God, accidents, material or transportation shortages, governmental restrictions or injunctions, or denial of import or export licenses, or compliance with any law, regulation or order, or due to any other circumstances or causes that have the effect of frustrating performance of these Terms and Conditions, or any other cause beyond the control of Vertu.

## 24. General Provisions

**Headings** - The headings of each of these Terms and Conditions are for convenience of reference only and shall not form part of these Terms and Conditions. Such headings shall be ignored in the interpretation or construction of any of these Terms and Conditions.

**Severability** - If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**No Waiver** - Vertu's failure to insist on performance of any term or condition contained in these Terms and Conditions, or failure to exercise any of Vertu's rights hereunder, shall not constitute a waiver of any of Vertu's rights or remedies under these Terms and Conditions.

Entire Agreement - These Terms and Conditions constitute Vertu's and your complete and final statement of the parties' agreements and understandings relating to the subject matter of these Terms and Conditions, and supersedes any related prior agreements, understandings and discussions, oral or written.

Notices - Each party (i.e. you or Vertu) may send notices or communications to the other by personal delivery, e-mail, regular mail or fax. Notices or communications must be sent to the latest contact details specified by the receiving party. Notices and communications will be considered received by the addressee (as applicable): (1) If by courier or other mode of personal delivery, on the date of personal delivery to such addressee's address as last specified by that addressee before dispatch; or (2) if by posting, 5 working days after the date of registered posting (by airmail, delivery receipt requested) to the addressee's address last specified by the addressee before posting; or (3) if by facsimile, contemporaneously with facsimile transmission to the facsimile number last specified by the addressee before transmission, with delivery being evidenced by an appropriate successful transmission contact report. E-mail communications shall be considered received by the addressee on the earlier of (1) the earliest time at which the e-mail is accessible by the addressee; (2) receipt by the sender of a delivery receipt message indicating successful delivery to the intended addressee's e-mail address, or (3) the expiry of 48 hours from the sending of the e-mail; provided that if at any point the sender receives notification that the e-mail has not been successfully transmitted to an addressee then the e-mail shall not be deemed to have been received by that addressee. Order cancellations by you via e-mail shall only be effective upon express acceptance thereof by Vertu.

Telephone - Vertu may at its option accept orders and acknowledge, accept or effect other communications by telephone. Telephone communications by Vertu shall be as effective as written communications.