

## **Mobiles.co.uk, the Carphone Warehouse & Nokia Terms and Conditions for Comes with Music**

Unlimited\* access to millions of tracks

\*subject to personal non-commercial and reasonable use. Failure to comply with the terms and conditions may result in termination of the service.

General: Offers open to UK residents aged 18 years or over. Carphone Warehouse reserves the right to suspend the music service in the event that the customer does not use the handset with the original network it was purchased on. Prices are correct at time of going to press. Pictures of phones for illustrative purposes only. We reserve the right to extend, withdraw or vary the terms of this offer at any time. Changes will be published on our website at [www.carphonewarehouse.com](http://www.carphonewarehouse.com). The Carphone Warehouse Limited, 1 Portal Way, London W3 6RS. Registered No: 2142673.

### **COMES WITH MUSIC TERMS AND CONDITIONS**

#### **1. Applicable terms and conditions**

This document together with the Nokia Music's terms and conditions and Privacy Policy (collectively "Terms") constitute a legally binding agreement between you and Nokia Corporation including its affiliates ("Nokia" and "we") that governs your use of Nokia's Comes With Music service (the "Service") and sets out the terms upon which you may use and access the Service. Additional conditions applicable to certain content or services accessible through the Service may apply.

By using the Service you agree to the Terms. If you do not agree to the Terms you may not use the Service.

#### **2. Eligibility**

To use the Service and to register for use of the Service, you must be at least eighteen years of age at the date of registration. If you are not eighteen years of age, you may only register for this Service once you have obtained your legal guardian's or parent's prior consent. You must not register unless you have obtained your guardian's or parent's prior consent.

Before downloading or accessing any content on the Service, please check whether the content which you wish to access is restricted by age or if it is marked as potentially 'offensive' or 'explicit'. If you are under eighteen years of age and you try to access any content which is restricted to those who are over eighteen, Nokia shall not be responsible for any claims or offence caused or suffered by you accessing such content. Similarly, should you access any content which is marked as 'offensive' or 'explicit', you do so at your own risk and Nokia shall not be liable for any distress, loss or claims resulting from your accessing such content.

#### **3. Description of Service**

The Service allows you to access and download sound recordings from the available Comes With Music catalog ("Catalog") for the specific period of time (e.g. 12 or 18 months) for which you have purchased the Service ("Service Period"). Your Service Period shall start as of the date you activate the Service. You must activate the Service within three (3) months from the date of purchase of the Comes With Music Device. The Service and the Comes With Music Content as defined below are only for your personal, non-commercial use and are non-transferable (except as expressly authorised herein by Nokia).

#### **4. Registration**

You agree to provide truthful and complete information when registering for the Service and to keep that information updated. Misleading information about your identity is not permitted.

When you register, you will need to create a username and a password. You are personally responsible for any use of the Service with your username and password. You agree to take due care in protecting your username and password against misuse by others and agree to notify Nokia promptly about any such misuse. Nokia may terminate your registration if it believes you have breached the Terms.

## 5. Usage Rules

You may use the Service only for your private, non-commercial purposes. You must always comply with all applicable laws. Your access to and use of the Service and the Catalog will be limited by the rules described in this section ("Usage Rules"). You may not attempt (or support others to attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with any Usage Rules or attempt to circumvent DRM associated with the Comes With Music Content (as defined below) or any identifying information associated with the Comes With Music Content.

**Comes With Music Content.** The sound recordings, musical compositions and other content comprising the Catalog ("Comes With Music Content") are owned and/or controlled by Nokia, its business partners, affiliates and/or their respective licensors ("Rights Owners"), and are protected by intellectual property laws. You agree that the Rights Owners are third-party beneficiaries under these Terms and have the right to enforce the provisions that directly concern the Comes With Music Content in which they have rights. Your use of the Comes With Music Content is subject to these Usage Rules. You may not authorise, encourage or allow any Comes With Music Content acquired through the Service to be reproduced, modified, displayed, performed, transferred, made available, communicated, distributed or otherwise used, in whole or in part, by anyone else. You agree to advise Nokia promptly of any such unauthorised use.

**Activation.** Your account for the Service may be activated by following the instructions on the leaflet you received with the Nokia device you have purchased ("Comes With Music Device"). Your account must be activated within two (2) months from the date of purchase of the Comes With Music Device and can only be activated by using the unique PIN code stated on the leaflet ("PIN"). The PIN may not be redeemed or returned for cash, and has no cash value. Please note that the PIN is country specific and can only be used in the country specified on the packaging of the Comes With Music Device you have purchased.

**Registration of Authorised Devices.** You may register one personal computer ("PC") and one Comes With Music Device concurrently to the Service.

**Downloading.** You may download Comes With Music Content from the Catalog during the Service Period and save the downloads on one (1) registered compatible PC and one (1) registered Comes With Music Device for on-demand playback (collectively the "Authorised Devices"). You may also transfer Comes With Music Content from one Authorised Device to the other Authorised Device. The digital rights management and other security technology contained in the Comes With Music Content is an inseparable part of it, and you may not remove or tamper with such technologies. It is your responsibility not to lose, destroy or damage any Comes With Music Content you have downloaded, and Nokia shall have no liability or other obligations with respect to any such loss, destruction or damage.

You may permanently retain the Comes With Music Content you have downloaded during the Service Period and the amount of plays on the Authorised Devices is not limited. You may not burn Comes With Music Content to a compact disc or otherwise transfer it to any media, except as expressly provided in these Usage Rules. At the end of the Service Period or upon a termination of your account, your license to download Comes With Music Content from the Catalog shall expire, but you will be able to retain all Comes With Music Content that you have already downloaded.

All rights not expressly granted to you in these Terms are reserved to Nokia and/or the Rights Owners.

Restoration of Comes With Music Content and Registration of New Authorised Devices. In the event you purchase a new compatible Nokia mobile device or a compatible PC or in the event of technical failure of your registered Comes With Music Device or PC you may restore the Comes With Music Content you have downloaded and/or change your registered Authorised Devices according to the following rules:

a) Restoration of Comes With Music Content

PC: During the Service Period and for a period of two years after the end of the Service Period ("Restoration Period") you may change the registered PC once every three months and re-download the content files and/or the digital keys needed to play the Comes With Music Content you had previously downloaded and/or transfer the Comes With Music Content you had previously downloaded to your new registered PC from your Comes With Music Device.

Comes With Music Device: If you upgrade your Comes With Music Device to another compatible Nokia device during the Restoration Period, you may change the registered Comes With Music Device once every three months which will allow you to transfer the Comes With Music Content you have downloaded from your PC to the new registered device and/or re-download the content files and/or the digital keys needed to play the Comes With Music Content you had previously downloaded. Please note that you are not able to change your registered Comes With Music Device during the Service Period.

Please note that during the Restoration Period you are able to change either the registered PC or Comes With Music Device once every three months, but not both of them during that period of time. Once you have changed your registered PC or Comes With Music Device, your rights to use the Comes With Music Content on the previous PC and Comes With Music Device shall expire and continued access to such content on the previous PC or Comes With Music Device does not form part of the Service and may no longer be possible.

b) Restoration through Nokia care

In certain special circumstances Nokia care may be able restore the Comes With Music Content which you have downloaded during the Restoration Period. Any such restoration is at the sole discretion of Nokia. Please see Nokia Care section below for contact details.

Abusive Use Policy. Your licence to download Comes With Music Content is limited to your personal non-commercial and reasonable use. If our analysis of your use of the Service suggests abusive or excessive downloading, Nokia may contact you and ask you to moderate your usage. If you fail to comply with such a request, Nokia reserves the right to restrict or terminate your use of the Service.

Changes to Catalog. Nokia expressly reserves the right to add new and delete Comes With Music Content at its sole discretion from the Catalog. The availability of any given Comes With Music Content as part of the Catalog on any given day is not a guarantee it will continue to be available. Nokia may at any time discontinue making any Comes With Music Content available on the Service. In such event, you will no longer be able to obtain or re-download such Comes With Music Content from the Service. The availability of Comes With Music Content may vary and is subject to Nokia's sole discretion. Nokia expressly disclaims any representation or warranty that any particular content would be available on the Service.

Delivery of Comes With Music Content. On occasion, technical problems may delay or prevent delivery of certain Comes With Music Content to you, and there may be periodic disruptions to the overall Service. Nokia shall not have any liability or obligations with respect to such unavailability of specific content.

Nokia Care. Please direct any questions concerning the Service to your local Nokia care at [www.music.nokia.com/support](http://www.music.nokia.com/support) and using the Contact Care form which is found on the troubleshooting page.

Restrictions. You may not use the Service to attempt to transmit, display, perform or otherwise make available any messages, content or materials (i) that are illegal, obscene, threatening, of a "spamming" nature, defamatory, or invasive of privacy; (ii) that constitute political campaigning or commercial solicitation or that contain software viruses or other computer code designed to interfere with the functionality of any computer systems; or (iii) that infringe third-party rights or harm minors in any way. You may not attempt to interfere with or disrupt the Service or any networks connected to or by the

Service. In addition, you may not use a false email address or otherwise mislead other users or Nokia as to your identity or to the origin of a message or content.

## 6. Charges

Your access to the Service is not subject to separate charges. Downloading music and other content may involve the transmission of large amounts of data through your service provider's network. Please contact your service provider for information about data transmission charges. Nokia assumes no responsibility regarding such charges.

## 7. Availability

The Service is only available in selected countries and may be provided only in selected languages. The Service may be network-dependent. Please contact your network service provider for more information.

Nokia reserves the right, in its sole discretion, to change, improve and correct the Service. The Service may not be available during maintenance breaks and other times. Nokia may terminate your licence to access the Service if it believes you have breached the Terms.

Nokia may also decide to discontinue the Service or any part thereof in its sole discretion. In such case you will be provided a prior notification.

## 8. Technical Requirements

Installation and use of the Nokia Music for PC ("Nokia Music") is mandatory for downloading and transferring Comes With Music Content to and from the Authorise Device.

Minimum PC Requirements for Nokia Music:

- Operating system: Microsoft Windows Vista or Windows XP (32-bit) with SP2 (Mac, Linux and Windows versions before XP with SP2 not supported)
- Processor: 1.5 GHz (recommended: 2.5 GHz, or 1.5 GHz dual core)
- Memory: 512 MB (recommended: 2 GB)
- Free disk space: 500 MB (recommended: 40 GB)
- Graphics: 32 MB integrated (recommended: 128 MB dedicated)  
Screen resolution: 1024 x 768 pixels
- Audio: Sound card and required drivers, connected speakers or headphones
- Internet: Online connection for buying, transferring between registered devices and streaming music (recommended: broadband connection)

## 9. Personal Data

The Privacy Policy and additional provisions in these Terms govern the use of your personal data. Personal data i) submitted by you on or through this Service (such as your username, password, email address and phone number) and ii) collected in the course of providing the Service (such as unique device and application identifiers and traffic data such as IP address) is processed in accordance with the Privacy Policy.

By accepting these Terms you expressly agree to the collection and use of your personal data as described in the Privacy Policy and these Terms. You acknowledge that the Privacy Policy and these Terms explain how we track your usage of the Service and process your personal data thereto including without limitation the purposes for which personal data is used, the categories of processed personal data, the disclosures of

such personal data and the transfers of such personal data, which may take place also to countries outside EU/EEA in the course of the provision of the Service. In addition to what has been described in the Privacy Policy your personal data and information collected in the course of providing the Service is used for digital rights management purposes.

To prohibit the use of your personal data for direct marketing purposes or to amend, review or remove your personal data, please sign in to your personal account where you may review and make changes to your personal data and to your preferences.

Your personal data relating to your account is controlled by Nokia Corporation, Keilalahdentie 4, 02150 Espoo, Finland or its affiliates.

#### 10. Limitation of Liability

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NOKIA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR OR VIRUS-FREE. NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE AVAILABILITY, ACCURACY, RELIABILITY OR CONTENT OF THE SERVICE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT YOU MAY BE EXPOSED TO CONTENT FROM VARIOUS SOURCES.

EXCEPT FOR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NOKIA, ITS AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL OR OTHER DAMAGES, LOST PROFITS, BUSINESS REVENUE, GOODWILL, ANTICIPATED SAVINGS, OR DATA, CAUSED BY THE USE OF OR INABILITY TO USE THE SERVICE EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN ADVISED. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE EXCLUSIONS OR LIMITATIONS IN THE TERMS MAY NOT APPLY TO YOU. THE LIABILITY IS IN SUCH CASE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### 11. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NOKIA, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND ALL LIABILITIES, ASSESSMENTS, LOSSES, COSTS OR DAMAGES RESULTING FROM OR ARISING OUT OF: i) YOUR BREACH OF THE TERMS; ii) YOUR INFRINGEMENT OR VIOLATION OF ANY INTELLECTUAL PROPERTY, OTHER RIGHTS OR PRIVACY OF A THIRD PARTY; iii) MISUSE OF THE SERVICE BY A THIRD PARTY WHERE SUCH MISUSE WAS MADE POSSIBLE BY YOUR FAILURE TO TAKE REASONABLE MEASURES TO PROTECT YOUR USERNAME AND PASSWORD AGAINST MISUSE.

#### 12. Miscellaneous

##### Choice of Law and Arbitration

Except where prohibited by applicable law, the Terms shall be governed by the laws of England and Wales without regard to its conflict of law provisions.

##### Validity

The Terms shall neither exclude nor limit any of your mandatory rights according to the applicable legislation. If a provision of the Terms is found to be invalid, the validity of the remaining provisions shall not be affected and the invalid provision shall be replaced with a valid provision that comes closest to the result and purpose of these Terms. If there is any conflict between the provisions of the Terms, the provisions of this document shall prevail. The provisions of the Terms that are intended to survive termination shall remain valid after any termination.

#### Changes in Terms

Nokia reserves the right to modify the Terms at any time without prior notice. If the Terms are changed in a material, adverse way, Nokia will provide a separate prior notice advising of such change.

You are responsible for regularly reviewing the Terms. Your continued use of the Service shall constitute your consent to any changes and modifications. If you do not accept any subsequent changes or modifications to these Terms, you must notify us in writing and must not use the Service after such changes and modifications have come into effect.

#### Links to Third Party Sites

For your easy accessibility Nokia may include links to sites on the Internet that are owned or operated by third parties. Upon following a link to such third party site, you shall review and agree to that site's rules of use before using such site.

You agree that Nokia has no control over the content of third-party sites and that Nokia cannot assume any responsibility for services provided or material created or published by such sites. A link to a third party site does not imply that Nokia endorses the site or the products or services referenced in the site.